RESOLUTION NO. 807-21

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE PROVISO-LEYDEN JOINT 9-1-1 AUTHORITY

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 4th DAY OF JANUARY, 2021

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 4th day of January, 2021

961166

RESOLUTION NO. 807-21

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE PROVISO-LEYDEN JOINT 9-1-1 AUTHORITY

WHEREAS, pursuant to Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/0.01 *et seq.*) any 9-1-1 Authority serving a population of less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county services a population of less than 25,000; and

WHEREAS, the Village of Bellwood, the Village of Franklin Park, the Village of Melrose Park, the Village of River Grove, the Village of Rosemont and the Village of Stone Park ("Member Municipalities") previously entered into an Intergovernmental Agreement to establish the Proviso-Leyden Joint 9-1-1 Authority Board (the "Board") and Addendums thereto; and

WHEREAS, the Board Bylaws provide that a participating member of the NORCOMM 9-1-1 Dispatch Center may also become a member of the Board, provided that all current Member Municipalities and the new member approve and execute an Addendum of new membership into the Board; and

WHEREAS, the Village of Elmwood Park desires to become a new member of the Board and the corporate authorities of the Village of Elmwood Park find it advisable, necessary and in the best interest of the public to approve and execute an Addendum to the Intergovernmental Agreement establishing the Proviso-Leyden Joint 9-1-1 Authority, in order to add the Village of Elmwood Park as a Member Municipality.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois as follows:

Section 1. The corporate authorities of the Village of Elmwood Park hereby approve an "Addendum to the Intergovernmental Agreement to Establish the Proviso-Leyden Joint 9-1-1

Authority for the New Membership of the Village of Elmwood Park" (the "Elmwood Park Addendum"), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 2. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, the Elmwood Park Addendum, on behalf of the Village of Elmwood Park.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as required by law.

Resolved this 4th day of January, 2021.

AYES: 7
NAYS: Ø
ABSENT: Ø

VILLAGE PRESIDENT

ATTEST:

Kimberly M Panico - Deputy Clerk
VILLAGE CLERK

961166

EXHIBIT "A"

December 16, 2020

Mr. Paul Volpe
Village Manager
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707

Re: Addendum to Add Village of Elmwood Park to Proviso-Leyden Joint 9-1-1 Authority

Mr. Volpe:

I am the Public Safety Answering Point ("PSAP") representative for the Proviso-Leyden Joint 9-1-1 Authority ("the Joint 9-1-1 Authority"). It has been brought to my attention that the Village of Elmwood Park ("Village") requests to be admitted into the Joint 9-1-1 Authority. The member municipalities of the Joint 9-1-1 Authority currently consist of the Village of Bellwood, the Village of Franklin Park, the Village of Melrose Park, the Village of Rosemont, the Village of River Grove, and the Village of Stone Park.

After the Village becomes a participating member of the NORCOMM 9-1-1 Dispatch Center, the Village may also become a member of the Joint 9-1-1 Authority, provided that a majority of current member municipalities and the Village execute an addendum of new membership into the Joint 9-1-1 Authority, and contingent on the Village's compliance with the following conditions:

1. The Village shall deliver to the Joint 9-1-1 Authority a duly certified ordinance or resolution in proper form authorizing and directing its execution of the addendum;

2. The Village agrees to be bound by the Bylaws of the Joint 9-1-1 Authority;

3. The Village delivers to the Joint 9-1-1 Authority a copy of its Dispatch Service Agreement with NORCOMM Public Safety Communications, Inc.; and

4. The Village delivers to the Joint 9-1-1 Authority a duly authorized ordinance in proper form rescinding any ordinance or resolution which authorized Elmwood Park's membership with a Joint Emergency Telephone System Board.

At your earliest convenience, please transmit to me the necessary documentation evidencing that the Village has complied with the requirements listed above.

Attached please find an Addendum authorizing the Village to become a new Member Municipality of the Joint 9-1-1 Authority for your review and execution.

Please be advised that there is an initial fee of $1,500.00, payable to the Proviso-Leyden Joint 9-1-1 Authority. The payment is only required if the Village is admitted into the Joint 9-1-1 Authority.

For your convenience, I have enclosed a copy of the Joint 9-1-1 Authority Bylaws, original Intergovernmental Agreement to Establish the Joint 9-1-1 Authority, and addendums to add the Village of Rosemont and the Village of Stone Park.

I have also enclosed a Disclosure and Consent to Potential Conflict of Interest which advises of the Joint 9-1-1 Authority's Attorney's representation of the Village of Elmwood Park. The document provides a waiver of any objection to this possible conflict of interest. Each member municipality currently in the Joint 9-1-1 Authority will be asked to execute a similar Disclosure and Consent to Potential Conflict of Interest.

If you have any questions, please feel free to contact me. If you do not have any questions, please execute the Addendum and transmit it back to me at your earliest convenience, along with the necessary documentation that the Village has complied with the requirements listed above.

Sincerely,

Don Nielsen

Enclosures

944968.1

AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE PROVISO-LEYDEN JOINT 9-1-1 AUTHORITY

THIS AGREEMENT (the "Agreement") is entered into on the effective date specified hereafter, by and between the Village of Melrose Park, the Village of Franklin Park, the Village of Westchester, the Village of Bellwood and the Village of River Grove (the "Signatories" or "Parties"):

WITNESSETH:

WHEREAS, the Signatories have determined that the implementation of a Joint 9-1-1 Authority (the "Joint 9-1-1 Authority") would provide a significant public safety enhancement to the citizens of each participating municipality; and

WHEREAS, the Signatories have determined that a Joint 9-1-1 Authority would be beneficial on an individual and mutual basis; and

WHEREAS, the Illinois Emergency Telephone System Act 50 ILCS 750/1 *et seq.* permits the formation of a Joint 9-1-1 Authority to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

WHEREAS, the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* provides for the joint exercise by two or more local governments of any power common to them.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Intergovernmental Cooperation Act and the Illinois Emergency Telephone System Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of a Joint 9-1-1 Emergency Telephone System (the "System"), consisting of all local governments which may hereafter become Signatories.

2. Joint 9-1-1 Authority. There is hereby established a Joint 9-1-1 Authority which shall consist of the following members: the Village of Melrose Park, the Village of Franklin Park, the Village of Westchester, the Village of Bellwood and the Village of River Grove. Any municipality serviced by the NORCOMM 9-1-1 Dispatch Center shall be entitled to become a subsequent participating member of the Joint 9-1-1 Authority. Designation of a new participating municipality shall be specified by the participant's enabling ordinance.

3. Bylaws. The Joint 9-1-1 Authority shall be governed by a Board, which Board shall be subject to and shall be governed by certain Bylaws (the "Bylaws") in substantially the form as the Bylaws attached hereto and incorporated herein as Exhibit 1, which shall be adopted by the Joint 9-1-1 Authority Board, together with any amendments which may be made in the manner and means provided therein.

4. Participation. Each Signatory to this Agreement and any municipality participating in the NORCOMM 9-1-1 Dispatch Center or which may hereafter become a participant,

shall be a member and shall be entitled to the rights and privileges and shall be subject to the obligations of membership, all as may be provided in the Bylaws.

5. Termination. Any Party to this Agreement may cease to be a Party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.

6. Powers of the Joint 9-1-1 Authority. The powers and duties of the Joint 9-1-1 Authority created by this Agreement shall be as follows:

    a. Planning a 9-1-1 System.
    b. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems.
    c. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source for deposit into the Joint 9-1-1 Authority Fund (the "Fund") or such segregated account for surcharge funds, as set forth in the Bylaws.
    d. Authorizing all disbursements from the Fund.
    e. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the System, as referred to in 6.b.
    f. Making and entering into all necessary contracts for the implementation or operation of the System.

7. Amendment. This Agreement may not be amended, except by written agreement or resolution of all the then-current Parties thereto.

8. Duration. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the Bylaws.

9. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees adjudicated by the Court.

10. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.

11. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. No Party, by

entering into this Agreement, waives any immunity provided by local, state or federal law, including, but not limited to, the immunities provided by the Local Governmental and governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

12. Effective Date. This Agreement shall become effective on June 30th, 2017, subject to execution by all respective representatives of the Village of Melrose Park, the Village of Franklin Park, the Village of Westchester, the Village of Bellwood and the Village of River Grove.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

[SIGNATORY PAGES FOLLOW IMMEDIATELY]

VILLAGE OF BELLWOOD

By: ANDRE' F. HARVEY

Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: 12/4, 2017

VILLAGE OF FRANKLIN PARK

By: _____

Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: 2/02, ~~2017~~ 2018

VILLAGE OF MELROSE PARK

By: _____

Its: Village President

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: 2-28, 2018

VILLAGE OF RIVER GROVE

By: David B. Gherin

Its: MAYOR

ATTESTED:

Marjorie A. Mandler
Municipal Clerk
Gina M. Leder, DC

[SEAL]

DATED: 2-8, ~~2017~~ 2018

VILLAGE OF WESTCHESTER

By: _____

Its: VILLAGE PRESIDENT

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: 2-28, 2018

VILLAGE OF STONE PARK

By: _____

Its: MAYOR

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: 3-23, 2018

ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE PROVISO-LEYDEN JOINT 9-1-1 AUTHORITY FOR THE NEW MEMBERSHIP OF THE VILLAGE OF ELMWOOD PARK

THIS ADDENDUM, which is entered into and shall become effective upon execution by authorized representatives of the Village of Bellwood, the Village of Franklin Park, the Village of Melrose Park, the Village of River Grove, the Village of Rosemont, the Village of Stone Park, and the Village of Elmwood Park ("Signatories" or "Parties"), supplements, amends and modifies the terms and conditions of the Intergovernmental Agreement to Establish the Proviso-Leyden Joint 9-1-1 Authority, the Addendum for the new Membership of the Village of Stone Park, and the Addendum for the new Membership of the Village of Rosemont, (the "Intergovernmental Agreement"), by and between the Village of Bellwood, the Village of Franklin Park, the Village of Melrose Park, the Village of River Grove, the Village of Rosemont, and the Village of Stone Park ("Existing Members").

WHEREAS, the Existing Members have previously entered into the Intergovernmental Agreement for the purpose of forming the Proviso-Leyden Joint 9-1-1 Authority; and

WHEREAS, the Village of Elmwood Park desires to become a new Member Municipality of the Proviso-Leyden Joint 9-1-1- Authority.

NOW, THEREFORE, it is agreed by and between the Parties hereto, as follows:

1. The Village of Elmwood Park ("Elmwood Park") is hereby authorized to become a new Member Municipality of the Proviso-Leyden Joint 9-1-1 Authority, subject to satisfying the conditions set forth hereafter in Paragraph 3 of this Addendum.

2. Paragraph 2, entitled "Joint 9-1-1 Authority," of the Intergovernmental Agreement is hereby amended as follows:

> 2. Joint 9-1-1 Authority. There is hereby established a Joint 9-1-1 Authority which shall consist of the following members: the Village of Bellwood, the Village

of Franklin Park, the Village of Melrose Park, the Village of River Grove, the Village of Rosemont, the Village of Stone Park, and the Village of Elmwood Park. Any municipality serviced by the NORCOMM 9-1-1 Dispatch Center shall be entitled to become a subsequent participating member of the Joint 9-1-1 Authority. Designation of a new participating municipality shall be specified by the participant's enabling ordinance.

3. This Addendum, and Elmwood Park's new membership in the Proviso-Leyden Joint 9-1-1 Authority, is subject to and contingent upon Elmwood Park's compliance with the following conditions:

A. Elmwood Park shall deliver to the Joint 9-1-1 Authority a duly certified ordinance or resolution in proper form authorizing and directing its execution of this Addendum;

B. By execution of this Addendum, Elmwood Park hereby agrees to be bound by the Proviso-Leyden Joint 9-1-1 Authority's Bylaws.

C. Elmwood Park shall deliver to the Proviso-Leyden Joint 9-1-1 Authority a copy of its Dispatch Service Agreement with NORCOMM Public Safety Communications, Inc.

D. Elmwood Park shall deliver to the Proviso-Leyden Joint 9-1-1 Authority a duly authorized ordinance in proper form rescinding any ordinance or resolution which authorized Elmwood Park's membership with a Joint Emergency Telephone System Board.

E. Elmwood Park shall deliver to the Proviso-Leyden Joint 9-1-1 Authority a check payable to the Proviso-Leyden Joint 9-1-1 Authority in the amount of One Thousand Five Hundred and 00/100 Dollars (1,500.00).

4. All remaining provisions of the Intergovernmental Agreement shall remain in full force and effect. In the event that there are any conflicts or inconsistencies between the terms and conditions of the Intergovernmental Agreement and this Addendum, then the terms and conditions of this Addendum shall control.

5. This Addendum shall become effective upon its execution by a majority of the authorized representatives of the Existing Members, in counterparts, and the Village of Elmwood Park.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

[SIGNATORY PAGES FOLLOW IMMEDIATELY]

VILLAGE OF BELLWOOD

By: _____

Its: MAYOR

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: 2/17, 2021

VILLAGE OF FRANKLIN PARK

By: _____

Its: VILLAGE PRESIDENT

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: 1/21/20, 2021

VILLAGE OF MELROSE PARK

By: _____

Its: PRESIDENT

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: 2/4, 2021

VILLAGE OF RIVER GROVE

By: _____
David B. Guerin

Its: President

ATTESTED:

_____
Municipal Clerk

[SEAL]

DATED: Feb 4, 2021

VILLAGE OF STONE PARK

By: Benjamin Mazzulla

Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: February 9, 2021

VILLAGE OF ROSEMONT

By:

Its: Mayor

ATTESTED:

Debbie Drehobl
Municipal Clerk

[SEAL]

DATED: MARCH 10, 2021

VILLAGE OF ELMWOOD PARK

By: _____

Its: Village President

ATTESTED:

Kimberly M. Parnell - deputy clerk
Municipal Clerk

[SEAL]

DATED: 1-4-, 2021

DISCLOSURE AND CONSENT TO POTENTIAL CONFLICT OF INTEREST

The law firm of Storino, Ramello & Durkin, pursuant to the Illinois Rules of Professional Conduct and in accordance with Rule 1.7 thereof, makes the following disclosure:

1. Storino, Ramello & Durkin ("SRD") has been requested to represent the Proviso-Leyden Joint 9-1-1 Authority (the "Joint 9-1-1 Authority") as general counsel.

2. The Joint 9-1-1 Authority is comprised of the Villages of Bellwood, Franklin Park, Melrose Park, River Grove, Rosemont and Stone Park.

3. SRD has previously and currently represents the Village of Elmwood Park as corporate counsel ("Village Matters").

3. SRD has disclosed to (i) the Joint 9-1-1 Authority that SRD has previously and currently represents the interests of the Village of Elmwood Park ("Village") in Village Matters, (ii) the Village that it proposes to represent the Joint 9-1-1 Authority as general counsel, and that each of the Joint 9-1-1 Authority and the Village hereby acknowledges the disclosure of such prior representations and consents to the representation of SRD on behalf of the Joint 9-1-1 Authority as general counsel and the continued representation of the Village in Village Matters.

4. SRD reasonably believes that its current and proposed representation of a party will not adversely affect its representation of the other party, as provided for herein.

5. If at any time SRD reasonably believes that SRD's representation of either party may be adversely affected by its prior and current representation of the other, SRD will immediately inform all parties of the circumstances which give rise to that belief.

6. If at any time a party reasonably believes that SRD's prior and current representation of another party may adversely affect the representation of SRD with respect to

such party, it will immediately inform the parties of the circumstances which give rise to that belief.

Therefore, it is consented to and agreed by the undersigned that (i) the law firm of SRD has fully disclosed its proposed representation of the Joint 9-1-1 Authority and its past and current representation of the Village, and (ii) upon that disclosure, the undersigned consent to and acknowledge SRD's representation of the Joint 9-1-1 Authority as general counsel, and its past and current representation of the Village with respect to Village Matters, and waive any objection to this possible conflict of interest.

PROVISO-LEYDEN JOINT 9-1-1 AUTHORITY, a cooperative venture

By: _____
Its: PSAP Representative

STORINO, RAMELLO & DURKIN

By: _____
One of its partners

THE VILLAGE OF ELMWOOD PARK, an Illinois municipal corporation

By: _____
Its: _____

958560_1

THE PROVISO - LEYDEN JOINT 9-1-1 AUTHORITY BYLAWS

ARTICLE I
PURPOSE

The Proviso-Leyden Joint 9-1-1 Authority (hereinafter "the Joint 9-1-1 Authority)" is a cooperative venture voluntarily established by its members pursuant to the Proviso-Leyden Joint 9-1-1 Authority Intergovernmental Agreement (hereinafter "the Agreement") entered into by them in accordance with the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) The Joint 9-1-1 Authority has been established for the purpose of providing the equipment, services, personnel, facilities, and other items necessary for the implementation, operation, maintenance, and repair of a 9-1-1 Emergency Telephone System (hereinafter, the "System") within portions of Cook County, Illinois.

ARTICLE II
MEMBERSHIP

A. The members of the Joint 9-1-1 Authority are the Village of Melrose Park, the Village of Franklin Park, the Village of Westchester, the Village of Bellwood, the Village of Stone Park and the Village of River Grove (hereinafter, individually, a "Member Municipality," or collectively, the "Member Municipalities").

B. Any municipality which hereinafter becomes a participating member of the NORCOMM 9-1-1 Dispatch Center may also become a member of the Joint 9-1-1 Authority, provided that a majority of current Member Municipalities and the new member approve and execute an addendum (hereinafter, the "Addendum") of new membership into the Joint 9-1-1 Authority, and provided that the new member enters into an agreement with NORCOMM Public Safety Communications, Inc. for emergency 9-1-1 Dispatch Services.

C. The Addendum authorizing a new Member Municipality of the Joint 9-1-1 Authority shall require the new Member Municipality to:

1. Agree to be bound by the Joint 9-1-1 Authority's Bylaws.

2. Deliver to the Joint 9-1-1 Authority a duly certified ordinance or resolution in proper form authorizing and directing such member's execution of the Addendum, along with a copy of the new Member Municipality's Dispatch Service Agreement with NORCOMM Public Safety Communications, Inc.

3. Deliver to the Joint 9-1-1 Authority a duly authorized ordinance in proper form rescinding any local ordinance or resolution which created an Emergency Telephone System Board within such Member Municipality.

4. Deliver to the Joint 9-1-1- Authority a start-up fee payment of $1,500.00, payable to the Proviso-Leyden Joint 9-1-1 Authority. Such payment is only required if the new member Municipality is admitted into the Proviso-Leyden Joint 9-1-1 Authority.

D. Termination: Any Member Municipality of the Joint 9-1-1 Authority may terminate its membership at any time upon thirty (30) days written notice to each of the remaining Member Municipalities of the Joint 9-1-1 Authority. There shall be a fee in the amount of $1,000.00 imposed on each Member Municipality who terminates its membership with the Joint 9-1-1 Authority, which shall be withheld from the Member Municipality's share of the Joint 9-1-1 Authority Operation Funds (as herein defined). All remaining Operation Funds and Surcharge Funds (as hereinafter defined) allocated to the Member Municipality that terminates its membership in the Joint 9-1-1 Authority shall be returned to that Member Municipality, within ninety (90) days of said Member Municipality's termination of its membership.

ARTICLE III
JOINT 9-1-1 AUTHORITY

A. JOINT 9-1-1 AUTHORITY BOARD; POWERS

The functions and operations of the Joint 9-1-1 Authority shall be governed by the Joint 9-1-1 Authority Board (hereinafter the "Board"). The Board shall consist of voting members and non-voting members. The voting members of the Board shall be comprised of two (2) members designated by each of the Member Municipalities, provided that at least one of such voting members for each Member Municipality must be a representative of that Member Municipality's 9-1-1 public safety agencies, including but not limited to its police department, fire department, emergency medical services provider and its emergency services and disaster agencies, appointed on the basis of their ability or experience. The non-voting members may be comprised of advisors, each of whom shall be appointed by a majority of the voting members of the Board.

The powers of the Board shall include:

1. Planning a 9-1-1 System, as such term is defined in the Emergency Telephone System Act.

2. Coordinating and supervising the implementation, upgrading or maintenance of the System, including the establishment of equipment specifications and coding systems.

3. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), and from any other source for deposit into the Joint 9-1-1 Authority Fund (hereinafter "the Fund").

4. Authorizing all disbursements from the Fund.

5. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the System.

6. Making and entering into contracts.

7. Exercising all powers necessary and incidental to carrying out the purposes set forth in Article I of these Bylaws, including, but not limited to, approving amendments to these Bylaws, accepting new members, and approving the annual budget of the Joint 9-1-1 Authority, provided, however, that such action shall not be inconsistent with the laws of the State of Illinois.

B. VOTING; VACANCY; COMPENSATION

1. Each voting member of the Board shall be entitled to one vote upon each matter submitted to a vote at a Board meeting.

2. Proxy or absentee voting is not allowed. However, each voting member of the Board may designate a person to serve in his or her absence at regular or special meetings, with the authority to vote on behalf of such absent Board member. The person so designated by a voting member of the Board shall be either a police or fire chief or a member of the command staff for either the police or fire department of such Member Municipality.

3. If any voting member of the Board ceases to be an official or employee of their respective Municipality, such Member Municipality's seat on the Board shall be vacant, until a successor is duly appointed by the Member Municipality.

4. Voting members of the Board shall serve on the Board without salary, but each may be reimbursed for necessary expenses incurred in connection with the Joint 9-1-1 Authority business.

C. MEETINGS

1. Regular meetings of the Board shall be held at 2600 N. Mannheim Rd. Franklin Park, Illinois on the third Thursday of the month. At least five (5) days prior to each regular meeting, the Chairman of the Board shall cause an agenda for such meetings to be sent to each of the other Board members.

2. Special meetings of the Board may be called by its Chairman or by any four (4) members of the Board as follows:

    a) The person(s) calling for the special meeting shall provide written notice of such special meeting to each member of the Board, which notice shall be provided not less than forty-eight (48) hours in advance of such special meeting, and which notice shall also include an agenda which specifies the subject or 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 forty-eight (48) hours advance written notice, if a majority of the voting members of the Board agree, but written notice of such emergency meeting shall be provided to all Board members as soon as practicable, along with the subject matter of such emergency meeting.

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 voting members of the Board (*e.g.*, if 10 voting members, a quorum is 6 members).

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 Illinois Open Meetings Act 5 ILCS 120/1 *et seq.*

5. To the extent not contrary to these Bylaws, Robert's Rules of Order shall govern the conduct of all meetings of the Board.

D. OFFICERS

Officers of the Board shall consist of a Chairman, a Vice Chairman, a Secretary and a Treasurer. The Officers of the Board shall be elected from amongst the voting members of the Board at the initial meeting on July 20, 2017. The Officers of the Board shall hold office until the first regularly scheduled meeting of the Board in January 2018.

Thereafter, the officers shall be elected each year from amongst the voting members of the Board at the first regularly scheduled meeting in January. The Officers of the Board shall hold office for a term of one (1) year. The Officers of the Board may be re-elected for successive terms. Newly elected officers shall assume their office in January of each year.

1. 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.

d) Provide a bond in the amount of $1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.

2. Vice Chairman

a) In the event of 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 or his/her successor undertakes to perform the duties of the Chairman.

b) Provide a bond in the amount of $1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.

3. Secretary

The Secretary shall:

a) Keep the minutes of the Board.

b) See that all notices are duly made, given or published, in accordance with the provisions of these Bylaws or as required by law.

c) Act as custodian of the records and the Freedom of Information Officer of the Joint 9-1-1 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) Provide a bond in the amount of $1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.

f) Shall not be entitled to any compensation for services rendered as Secretary.

4. Treasurer

In accordance with 50 ILCS 750/15.4(c), a Treasurer shall be appointed by the Board.

The Treasurer shall:

a) Receive and act as custodian and be responsible for all funds generated through a surcharge on telephone in service network connections, as well as any other funds generated in support of the Joint 9-1-1 Authority.

b) Dispense funds from the Fund in accordance with Illinois law and these Bylaws.

c) Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board.

d) Provide a bond in the amount of $1,000,000 for the faithful discharge of his duties with such surety or sureties as the Board shall determine. The bond premium shall be paid by the Joint 9-1-1 Authority.

e) Shall not be entitled to any compensation for services rendered as Treasurer.

5. Advisors

The Board shall appoint a Public Safety Answering Point ("PSAP") representative to the Board to serve as a non-voting member of the Board. The Board may appoint additional non-voting member(s) of the Board to serve as the Board's advisors, as the Board deems necessary. Advisors may consist of management officials and representatives from the Joint 9-1-1 Authority's dispatch center, currently NORCOMM Public Safety Communications, Inc. Advisors may also include, but not be limited to, administrative staff from the Member Municipalities including a Member Municipality's police and/or fire departments. Advisors shall have no vote on the Board or be entitled to any compensation for services rendered as Advisors.

ARTICLE IV
9-1-1 AUTHORITY FUND

1. There shall be created a Joint 9-1-1 Authority Surcharge Fund (hereinafter the "Fund") into which all 9-1-1 surcharge receipts from the Member Municipality (hereinafter the "Surcharge Funds") shall be deposited.

2. The Joint 9-1-1 Authority Treasurer shall be the custodian of the Fund.

3. The Chairman, Vice Chairman, Treasurer, and Secretary shall each be a legal signatory of the Board for the management of the monies belonging to, or in the custody or the Board, of which two (2) signatories shall be required for each check or other instrument of withdrawal of monies from any bank accounts or other depository.

4. Surcharge Funds collected shall be segregated, allocated and recorded separately for each Member Municipality, in the same proportion that would have been received by

such Member Municipality prior to its consolidation with the other Member Municipalities. These allocations shall include any surcharge amounts contributed by a Member Municipality at the time of joining the Joint 9-1-1 Authority. (For example, Surcharge Funds generated on behalf of the Village of Westchester shall be segregated and allocated for use, as directed by the voting members of the Board representing the Village of Westchester.)

5. All interest accruing on the Fund shall remain in the Fund, and shall be allocated amongst each Member Municipality in the same manner as set forth hereinabove for Surcharge Funds.

6. No expenditures may be made from such fund, except upon the direction of the Joint 9-1-1 Authority Board, by motion, ordinance, or resolution adopted by a majority of all voting members of the Board. However, the Board shall be required to approve any expenditures from the segregated Surcharge Funds of a Member Municipality, upon the recommendation of the voting members of the Board for said Member Municipality, provided that such expenditures are in compliance with Paragraph 6 hereinafter.

7. Expenditures maybe made only to pay for the costs associated with the following:

   a) The design of the emergency telephone answering System.

   b) The coding, updating and maintenance of the master street address guide database.

   c) The repayment of monies advanced for the implementation of the System.

   d) The charges for procurement, maintenance, replacement and update of automatic number identification and automatic location identification equipment.

   e) The nonrecurring charges related to installation of the emergency telephone answering System and the ongoing network charges.

   f) The purchase of other products and services necessary for the implementation, upgrade and maintenance of the 9-1-1 Authority's 9-1-1 Dispatch Center and any other purpose related to the operation of its 9-1-1 Dispatch Center, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs or personnel attributable directly to the operation of its 9-1-1 Center.

   g) Personnel and professional services.

   h) The implementation of a computer aided dispatch system or hosted supplemental 9-1-1 services.

   i) Any other expenditure permitted by the Emergency Telephone System Act.

8. There shall be created a Joint 9-1-1 Authority account for operation costs ("Operation Funds"), into which an equal amount of the 9-1-1 surcharge receipts from each Member Municipality shall be deposited so that there is a total amount of Five Thousand and 00/100 Dollars ($5,000.00) of Operation Funds. Thereafter, an equal amount of the 9-1-1 surcharge receipts from each Member Municipality shall be deposited into the Operation Funds so that at no time shall there be less than Five Hundred and 00/100 Dollars ($500.00) in such Operation Funds.

9. The Joint 9-1-1 Authority may create such other bank accounts as are necessary for the operation of the 9-1-1 System. However, Surcharge Funds shall be kept in a separate account, as detailed in this Section.

ARTICLE V
AMENDMENT TO THE BYLAWS

1. Amendments to these Bylaws may be proposed by any member of the Board.

2. Any proposed amendment shall be submitted to the Board at least thirty 30 days prior to the meeting of the Board at which such proposed amendment is to be considered.

3. A three-fourths (3/4) vote of the voting members of the Board shall be required to adopt any amendment to these Bylaws.

4. No amendment shall be in conflict with the Intergovernmental Agreement executed by the Member Municipalities, the laws of the State of Illinois or the applicable Rules and Regulations of the Illinois Commerce Commission or the Office of the Illinois State Police's Statewide 9-1-1 Administrator.

ARTICLE VI
EFFECTIVE DATE

These Bylaws shall be effective immediately upon approval by the Board.