

**ORDINANCE NO. 05-11**

**AN ORDINANCE AUTHORIZING THE PARTICIPATION BY THE  
VILLAGE OF INDIAN HEAD PARK IN SOUTHWEST PUBLIC SAFETY  
COMMUNICATIONS (“SOUTHWEST CENTRAL DISPATCH”)**

**WHEREAS**, the President and Board of Trustees of the Village of Indian Head Park, Cook County, Illinois have determined that it is in the best interests of the Village of Indian Head Park to participate in the joint and mutual operation of a centralized public safety communications system; and

**WHEREAS**, Southwest Central Dispatch is an intergovernmental cooperation association, created pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois and 5 ILCS 220/1 *et seq.*, which provide for the joint and mutual operation of a centralized public safety communications system; and

**WHEREAS**, the President and Board of Trustees of the Village of Indian Head Park have determined that it is in the best interests of the Village to participate in and become a member of Southwest Central Dispatch; and

**WHEREAS**, the signatories hereto have determined that there is a need by local governments within Southwest Cook County, Illinois, for a centralized public safety communications system; and

**WHEREAS**, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

**WHEREAS**, a centralized public safety communications system can adequately serve the needs of all such signatories.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Indian Head Park, Cook County, Illinois as follows:

**SECTION 1:** That the Village of Indian Head Park is hereby authorized to participate in and become a member of Southwest Central Dispatch subject to the provisions of that certain Agreement entitled, "Joint Public Safety Agreement - Southwest Central Dispatch", attached hereto as Exhibit "A" and made a part hereof, and the By-Laws adopted pursuant thereto, as amended on October 20, 2004.

**SECTION 2:** That the President and Village Clerk be and the same are hereby authorized and directed to execute on behalf of said Village said "Joint Public Safety Agreement - Southwest Central Dispatch" in the form attached hereto as Exhibit "A".

**SECTION 3:** That the Village of Indian Head Park agrees to be bound by all of the terms and provision of the "Joint Public Safety Agreement - Southwest Central Dispatch" and the By-Laws adopted pursuant thereto, as the same are amended from time to time until such time as said membership is terminated in accordance with the provisions of said Agreement and By-Laws.

**SECTION 4:** That the Village of Indian Head Park, in accordance with Section 3.3. of Southwest Central Dispatch's By-Laws, accepts its allocable portion of all existing and future debts and liabilities of Southwest Central Dispatch, including but not limited to, those costs set out in Article Eight of Southwest Central Dispatch's By-Laws.

**SECTION 5:** It is understood that no employee of Southwest Central Dispatch shall be considered for any reason to be an employee of the Village of Indian Head Park. Southwest Central Dispatch shall exercise all control over the terms and conditions of employment for its employees, including but not limited to the authority to hire, evaluate, promote, discipline, set work rules, establish personnel policies and procedures relating to wages, hours, and benefits, and approve a budget. The Village of Indian Head Park shall not maintain any direct or independent control over any aspect of the employees' terms and conditions of employment.

**SECTION 6:** That the Village President and his authorized designee is hereby authorized to execute on behalf of the Village other such documents as may be deemed necessary to facilitate the Village's participation in Southwest Central Dispatch, including but not limited to contracts allowing for the Village's participation in Southwest Central 9-1-1 System, a separate intergovernmental cooperation association and an Emergency Telephone System Board., upon review and approval of said contracts by Village legal counsel.

**SECTION 7:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions and this ordinances are, to the extent of such conflict, expressly repealed.

**SECTION 8:** That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED this 12<sup>th</sup> day of May, 2005.

AYES: Andrews, Anselmo, Bermier, Coleman, Reda, Walsh

NAYS: None

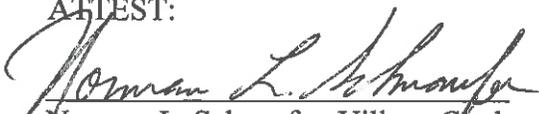
ABSENT: None

APPROVED this 12<sup>th</sup> day of May, 2005



Richard F. Pellegrino, President  
Village of Indian Head Park, Cook County, Illinois

ATTEST:



Norman L. Schnauffer, Village Clerk  
Village of Indian Head Park

**AMENDED AND RESTATED BY-LAWS  
OF  
SOUTHWEST CENTRAL DISPATCH**

**AMENDED OCTOBER 20, 2004**

Article 1 - Purpose

Southwest Central Dispatch (hereinafter sometimes referred to as "SWCD") is an intergovernmental cooperation association, voluntarily established by participating local governmental entities in accordance with a certain "Joint Public Safety Agreement" and pursuant to legal authority conferred by the State of Illinois, for the purpose of providing equipment, services, and other items necessary and appropriate for the establishment, operation, and ongoing maintenance of a combined public safety telecommunications system for the mutual benefit of the members of the association, to provide such services on a contractual basis to other units or groups having a need, and to provide a forum for discussion, study, development, and implementation of recommendations, criminal justice and public safety telecommunications, criminal justice and public safety information and data processing systems, and such other technical projects of a similar nature which may be beneficial to other member agencies and participants. Southwest Central Dispatch is sometimes hereinafter referred to as the "Association."

Article 2 - Powers

The Association shall have all of the powers identified in Section 5 of the Joint Public Safety Agreement, and shall additionally have all such necessary and incidental powers to carry out the terms and effectuate the purposes of these By-Laws.

Article 3 - Members

3.1 All cities, villages, and other units of local government, as well as other providers of public safety services which are situated wholly or partly within Cook, DuPage, and/or Will Counties and which are enabled by Illinois law to contract or otherwise associate with other local governmental entities for the purpose of exercising the functions of the Association, are eligible for participation in the Association.

3.2 It is the intention of these By-Laws that membership in the Association shall be limited to those organizations which have a public responsibility for the provision of life-safety services, specifically, and other public safety services as may be recognized from time to time, by the then members.

3.3 Membership shall be contingent upon a member's (i) execution of the Joint Public Safety Agreement creating and establishing the Association; (ii) delivery to the Association of a duly certified ordinance in proper form authorizing and directing such member's execution of the Joint Public Safety Agreement and its agreement to be bound by the By-Laws of the Association as amended, from time to time; (iii) written acceptance by the new member of its allocable portion of all existing and future debts and liabilities of the Association, including but not limited to, those costs set out in Article 8 of SWCD's By-Laws; (iv) payment by the member of such costs as may be determined by the Board of Directors, including but not limited to, payment of all costs for the purchase and installation of equipment, software, and other apparatus necessary to provide dispatching services to the new member which equipment, software and other apparatus shall become the property of SWCD in accordance with paragraph 12.3 of SWCD's By-Laws, and (v) in the event any new equipment is to be purchased and installed by SWCD to provide dispatching services to the new member, and such installation shall occur within the jurisdictional and/or geographical boundaries of the new member, an existing member of SWCD, or a non-member of SWCD, prior to the purchase and installation of said equipment, as well as the proposed new member's membership in SWCD, an agreement approved by SWCD must be entered into between SWCD and the new member, existing member, or non-member, as appropriate, containing provisions, among other provisions, permitting the installation of said equipment within a specific area of the new member's or existing member's or non-member's jurisdictional/geographical boundaries for a specific time period deemed appropriate by SWCD, and also stating that the agreement shall not terminate for the reason the proposed new member elects to withdraw from SWCD at a later time. New members shall be admitted only upon a two-thirds vote of the then members of the Board of Directors.

3.4 Participation of members in the affairs of the Association shall be through their respective representatives which they designate to serve on the Board of Directors and on the Executive Committee of the Association as provided in these By-Laws.

#### Article 4 - Board of Directors

4.1 There is hereby established a Board of Directors of the Association which shall consist of the Mayor or President of each member unit of local government, or its Manager or designee as designated by the Mayor or President. In the case of other units of local government which may become members, the chief executive official may be eligible for a position on

the Board of Directors. At its first annual meeting, the Board of Directors shall select one of its members to serve as the Chairman of the Board until the following annual meeting. The existing Chairman may be re-elected at each annual election.

4.1.1 The Board of Directors shall determine the general policy of the Association and shall have the duty and authority to hire auditors and attorneys, to approve amendments to these By-Laws, to accept new members, and to approve the annual budget of the Association.

4.2 Each signatory participant to this Agreement shall be entitled to one seat on the Board of Directors and shall have one vote thereon.

4.2.1 Such one vote shall (or may) be cast only by the Board member in physical attendance or by his designated alternate. No proxy votes or absentee voting shall be permitted. In the event of a tie vote, the Chairman of the Board shall cast a second and deciding vote.

4.2.2 If any Board member ceases to be an officer of the agency appointing him, such seat on the Board of Directors shall be vacant until a successor is appointed by that agency.

4.3 The Board of Directors may establish rules governing its own conduct and procedure and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois, these By-Laws, or the Joint Public Safety Agreement.

4.4 A quorum for the transaction of all business by the Board of Directors shall consist of a majority of the Board members.

4.5 No one serving on the Board of Directors shall receive any salary or compensation from the Association for acting as a Board member.

4.6 Notwithstanding the fact that Illinois law does not require Southwest Central Dispatch to seek competitive bids, the Board of Directors of Southwest Central Dispatch hereby declares it is the policy of Southwest Central Dispatch that competitive bids be sought for the letting of a contract for services and/or the purchase of equipment/systems, except as set out in paragraphs 4.7 and 4.9 set out below, involving the payment of more than \$15,000.00, and that the contract be awarded to the lowest responsible bidder considering all relevant factors, including, but not limited to, conformity with the specifications of the bid, terms of delivery, quality, and serviceability, provided however, Southwest

Central Dispatch reserves the right to reject any and all bids for any reason whatsoever, and, in addition, if certain bids are rejected, to award a contract to the lowest responsible bidder of the remaining bids not rejected as aforesaid. The rejection and acceptance of bids and awarding of contracts shall be accomplished by Southwest Central Dispatch's Executive Committee.

4.7 The above-stated policy to require competitive bids may be waived by a 4/5 vote of the Directors of the Board of Directors of Southwest Central Dispatch present and voting, but in no event less than 4/5 of the Directors constituting a quorum under Article 4, paragraph 4.4, of these By-Laws, when, in the determination of the Board of Directors, circumstances exist which demonstrate it will be in the best interests of Southwest Central Dispatch and its members to waive competitive bidding for a particular contract, and upon the waiver of competitive bidding, the particular contract may be entered into without the solicitation of competitive bids.

4.8 Advertising for Bids shall be conducted in accordance with rules established by the Executive Director of Southwest Central Dispatch.

4.9 Competitive bids are not required:

(1) where the goods or services to be procured are economically procurable from only one source for contracts for goods and/or services involving the payment of less than \$25,000.00, provided however, the Executive Committee shall not authorize the execution of a contract for goods and/or services without bidding in accordance with this paragraph 4.9 (1) unless and until each Director of SWCD's Board of Directors has been notified, in writing, of the Executive Committee's intention to enter into said contract on behalf of SWCD, at least thirty (30) days prior to the execution of the subject contract, and provided further that in the event of portion of the subject contract is to be paid by Southwest Central 9-1-1 System, then each Director of Southwest Central 9-1-1 System shall also be notified, in writing, of the Executive Committee's intention to enter into said contract on behalf of SWCD, at least thirty (30) days prior to the execution of the subject contract. Unless a Director of either SWCD or Southwest Central 9-1-1 System, after notice has been provided to the Directors as aforesaid, notifies the President of the Executive Committee or the Director of SWCD that he or she objects to the subject contract, the Executive Committee may authorize the execution of the subject contract after the aforesaid thirty (30) day notice period to each Director as aforesaid expires;

(2) where the services required are for professional or artistic skills pursuant to a contract;

(3) in emergencies involving public health, public safety, or where immediate expenditure is necessary for repairs to Southwest Central Dispatch's property in order to protect against further loss of or damage to Southwest Central Dispatch's property, to prevent or minimize serious disruption of Southwest Central Dispatch's dispatch services, or to insure the integrity of Southwest Central Dispatch's records; and

(4) contracts for services and/or the purchase of equipment/systems involving the payment of less than \$25,000.00.

#### Article 5 - Meetings of the Board of Directors

5.1 All meetings of the Board of Directors shall, except to the extent that these By-Laws impose stricter requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Board of Directors shall be held twice a year. The annual meeting shall be held in the month of April and shall constitute a regular meeting under these By-Laws. A second meeting shall also be held in October. The time, date and location of regular meetings of the Board of Directors shall be determined by its Chairman. Special meetings of the Board of Directors may be called by its Chairman, or by the Executive Committee upon its own motion, or shall be called by the Executive Committee upon written request by a majority of its members. At least ten (10) days prior written notice of special meetings shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors, if called by him, and by the Executive Committee, if called by it.

5.2 Notice of the regular meeting of the Board of Directors shall be given to the respective Board members at least thirty (30) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meetings shall not be limited to the matters set forth in the agenda.

5.3 To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board of Directors.

## Article 6 - Executive Committee

6.1 There is hereby established an Executive Committee of the Association, which shall be organized and shall be responsible for functions as hereinafter set forth.

6.2 Members of the Association shall be represented on the Executive Committee as follows:

Village of Burr Ridge - Police Chief  
Village of Chicago Ridge - Police Chief & Fire Chief  
Village of Clarendon Hills - Police Chief & Fire Chief  
Frankfort Fire Protection District - Fire Chief  
Village of Lemont - Police Chief  
New Lenox Fire District - Fire Chief  
City of Palos Heights - Police Chief  
City of Palos Hills - Police Chief  
Village of Palos Park - Police Chief  
Palos Fire Protection District - Fire Chief  
Palos Heights Fire Protection District - Fire Chief  
Village of Willowbrook - Police Chief  
Village of Worth - Police & Fire Chief  
Manhattan Fire Protection District - Fire Chief

On each matter coming before the Executive Committee for a vote, including the election of officers, each member unit shall be entitled to have cast on its behalf one vote for each representative which it has on the Executive Committee. Such vote(s) may be cast only by the official representative(s) to the Executive Committee in physical attendance (or by the designated first alternate, if such official representative(s) is (are) absent). No proxy votes or absentee voting shall be permitted, except as provide in these By-Laws.

6.3 The daily administration and operation of the Association and the fiscal management of the Association shall be the responsibility of the Director of Communications as set out in Article 10 of these By-laws. The Director shall have all of the powers necessary to carry out his responsibilities as Chief Executive Officer subject to the policies established by the Board of Directors and the directives of the Executive Committee. Except as specifically provided for herein, no contract or other obligations of the Association shall be binding unless approved or ratified by the Executive Committee.

6.4 It is the intention of these By-Laws that the delegate(s) referred to in paragraph (6.2) of this Article 6, above, shall be the operational head of the specific governmental service unit(s) receiving communications services (e.g., for members receiving only police department communications services, the Police Chief; for those receiving only fire communications

services, the Fire Chief, etc.) and that such person shall be that member's delegate to the Executive Committee.

6.5 The delegate determined in paragraph (6.4) above may designate, in writing to the Association, a first alternate who may serve on the Executive Committee in the absence of such Chief Officer.

6.6 The Executive Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with the contrary to the laws of the State of Illinois, these By-Laws, or the Joint Public Safety Agreement. A quorum for the transaction of all business of the Executive Committee shall consist of a majority if it's members or their designated first alternates.

6.7 All meetings of the Executive Committee shall, except to the extent that these By-Laws impose stricter requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Executive Committee shall be held as required but no less than six (6) times per year. Notice of regular meetings of the Executive Committee shall be given to each member thereof not less than ten (10) days prior to such meeting, and an agenda shall accompany such notice, however, such meetings shall not be limited to the matters set forth in the agenda. Special meetings of the Committee may be called by its President, or by the Committee upon its own motion, or shall be called by the President upon written request of a majority of its members or their first alternates. At least forty-eight (48) hours prior written notice of special meetings shall be given to each member of the Executive Committee and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at such special meeting shall be limited to those items specified in the agenda. The time, date and location of regular and special meetings of the Executive Committee shall be determined by its President.

6.8 The President of the Executive Committee shall serve a one (1) year term. The President shall be responsible for general administrative matters and shall serve as the liaison between the Board of Directors, Executive Committee, and Association management personnel and the Presidency shall alternate yearly between a police and fire chief member of the Executive Committee.

6.9 The Executive Committee shall make all administrative decisions, concerning development efforts, operations, and equipment.

6.10 The Executive Committee shall have the authority to contract with other organizations or governmental bodies, for

use of Association facilities, equipment, and services and to establish appropriate charges therefore, subject to policies determined by the Board of Directors.

6.11 The quorum for the transaction of business of such Executive Committee shall be a single majority of the said Committee.

6.12 The Executive Committee shall have the following duties:

6.12.1 Subject to the policies established by the Board of Directors, and within the limits fixed by an approved budget, the Executive Committee shall oversee the daily operating affairs of the Association; provided that no obligation exceeding the amount of the approved budget shall be incurred by such Executive Committee, without the prior consent of the Board of Directors.

6.12.2 The Executive Committee shall have the power to transfer funds (not to exceed \$5,000.00 for any single purpose) among line items within the total budget amount in order to meet unanticipated needs or to meet changed situations. Such actions shall be reported to the Board of Directors at their next regular meeting.

6.12.3 At each regular meeting of the Board of Directors, the Executive Committee shall report budget and financial transactions and significant developments since the previous regular meeting.

6.13 The Executive Committee shall present a full report of its activities at each regular meeting of the Board of Directors.

6.14 The Board of Directors shall: (1) hire the Director of Communications, (2) approve the employment contract between SWCD and the Director of Communications, including but not limited to, establishing the salary and employee benefits of the Director, (3) approve any amendments in the employment contract between SWCD and the Director of Communications, including but not limited to, any increase or decrease in salary or employee benefits, and (4) remove the Director of Communications, provided however, the Board of Directors shall take no action with regard to (1) (2) (3) and/or (4) above until the Board of Directors has been provided with the written recommendation of the Executive Committee, as appropriate, relating to: (1) the individual to be hired as Director of SWCD, (2) the employment contract between SWCD and the Director, including but not limited to, the amount of the Director's salary and description of employee benefits, (3) amendments to the employment contract between SWCD and the Director, including but not limited to, the amount of the

Director's salary or description of employee benefits, and/or (4) whether the Director should be removed and the reasons in support of such recommendation. The Executive Committee, upon its own motion or at the request of the Chairman of the Board of Directors, shall deliver to all Directors of SWCD's Board, on or before a date set by the Chairman of the Board of Directors or a date set by the Executive Board's own motion, its written recommendation relating to (1) (2) (3) and/or (4) above, as appropriate.

6.15 The Executive Committee shall have the responsibility for insuring that the policy decisions of the Board of Directors are carried out.

6.16 Members of the Executive Committee shall serve without compensation for their services as such to the Association.

#### Article 7 - Officers

7.1 Officers of the Association shall consist of a President, a Vice-President, a Treasurer, and a Secretary. All officers shall be elected by the Executive Committee, and shall be selected from amongst the members serving on the Executive Committee with the presidency changing between a police chief and fire chief at each election.

7.2 Officers shall be elected annually for the fiscal year of the Association and shall serve a one (1) year term. New officers shall take office at the adjournment of the annual meeting of the Board of Directors.

7.3 A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his ceasing to be an officer or employee of any member unit. Upon a vacancy occurring in any office, the Executive Committee may appoint a successor to fill the vacancy until the member unit represented by the person previously filling said office assigns a new designate to represent that unit.

7.4 Any officer or agent elected by the Executive Committee may be removed by the Executive Committee whenever in its judgement the best interests of the Association would be served thereby.

7.5 The President shall be the principle executive officer of the Association and shall in general oversee all of the business and affairs of the Association. He may sign, with the Secretary and/or Treasurer, any instruments which the Executive Committee has authorized to be executed, and in general shall perform all duties incident to the office of the

President and such other duties as may be prescribed from time to time by the Board of Directors.

7.6 In the absence of the President, or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the President.

7.7 The Treasurer shall give a bond in the amount of \$50,000.00 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. He shall:

7.7.1 Have charge and custody of and be responsible for all funds and securities of the venture; receive and give all receipts for moneys due and payable to the Association from any source, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these By-Laws.

7.7.2 In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

7.8 The Secretary shall:

7.8.1 Keep the minutes of the Board of Director's Meetings in a book provided for that purpose;

7.8.2 See that all notices are duly given in accordance with the provision of these By-Laws or as required by law;

7.8.3 Be custodian of the records of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.9 Officers of the Association shall serve as such without compensation from the Association.

#### Article 8 - Finances

8.1 The fiscal year of the Association shall end April 30th annually.

8.2 An annual budget shall be adopted by the Board of Directors at the annual meeting held in April of each year; copies shall be mailed immediately to the clerk and/or chief administrative official of each member unit.

8.3 The Executive Committee shall recommend annually to the Board of Directors for approval cost sharing charges for all members in an amount sufficient to provide funds required by the budget. Any member who has not paid a cost sharing charge within sixty (60) days after the cost sharing charge is due as set forth in paragraph 8.6.3 of these By-Laws shall not be entitled to further voting privileges, nor to hold any office, nor the use of any of the equipment or services until such time as all such charges have been paid. Such delinquent member's inability to vote or use any of the equipment or services shall not relieve the member from its continuing obligation to pay all of its membership charges as the same shall accrue. The amount of each participant's charges shall be determined in accordance with paragraph 8.4 following.

8.4 It is proposed that the activities of the Association shall be divided for cost sharing purposes into two classes, to wit: Class One (being all police communications services, systems, and capital costs); and Class Two (being all fire communications services, systems, and capital costs). Should additional parties become members to this Agreement whose cost sharing responsibilities fit into neither Class One or Class Two services, then the Board of Directors may elect to amend these By-Laws to include additional classes of service.

8.4.1 Class One Charges: to include development costs, capital equipment costs, and operating costs for all common systems shall be shared on the basis of authorized sworn police personnel in each unit of local government as compared to the total of all units of local government participating. If, at a later date, another unit of local government decides to participate in the system, it shall share the development and capital costs of the common portion of existing equipment and systems as determined by the Executive Committee. Any new capital development system costs or other development costs occasioned by the entry of the new participant into the system shall be wholly paid by said participant, and any property so acquired shall become the property of SWCD in accordance with paragraph 12.3 of these By-Laws.

8.4.2 Class Two Charges: To include development costs, capital equipment costs, and operating costs for all common systems and shall be shared on the basis of number of calls for fire services in each unit of local government as compared to the total number of such calls for all units of local government participating. If at

a later date, another unit decides to participate in the system, it shall share the development and capital costs of the common portion of existing equipment and systems as determined by the Executive Committee. Any new capital or development costs occasioned by the entry of the new participant into the system shall be wholly paid by said participant.

8.4.3 Whenever a member relocates its communication equipment and/or the communication equipment of SWCD to another location, and/or adds additional communication equipment to the member's communication system, thereby increasing SWCD's operational responsibilities, obligations, or costs, any and all costs incurred by SWCD as a result of the aforesaid relocation of communications equipment or the aforesaid adding of additional communication equipment to the member's communication system, including, but not limited to, any costs incurred by SWCD for the purchase and installation of new or additional equipment, all the aforesaid costs, and any additional costs, including but not limited to, the costs to install communication lines, shall be paid by that member and not by SWCD. Notwithstanding any provision in these By-Laws or this paragraph 8.4.3 to the contrary, no member of SWCD shall relocate the equipment or property of SWCD, or by any means increase SWCD's operational responsibilities, obligations and/or costs, including but not limited to, costs to be incurred by SWCD for the purchase of new or additional equipment, without first obtaining authorization from SWCD's Executive Committee to relocate SWCD's equipment and property, and/or increase SWCD's operational responsibilities, obligations and/or costs, including but not limited to, costs to be incurred by SWCD for the purchase of new or additional equipment. In addition, in the event SWCD pays the costs of maintaining any new or additional equipment and/or property acquired in accordance with this paragraph 8.4.3, said additional equipment and/or property shall become the equipment/property of SWCD as set out in paragraph 12.3 of these By-Laws notwithstanding the fact the existing member shall pay the costs of the purchase and installation of said equipment/property.

8.5 Each member shall take all required action to authorize the necessary funds to pay its initial and continuing obligations under these By-Laws and under any other agreement with the Association to which such member is party. Certified copies of the appropriate budget and/or levy ordinance of each member shall be delivered to the Board of Directors within thirty (30) days of the passage/adoption of such ordinance/budget, but in no event less than fifteen (15) days prior to the Board of Directors' regular meeting at which the

Association's annual budget shall be adopted as provided in paragraph 8.2 of these By-Laws.

8.6 Periodic payments shall be made to the Association as follows:

8.6.1 Initial billing for the new fiscal year shall be issued on the first day of the new fiscal year.

8.6.2 Thereafter, statements will be issued on a monthly basis on the 20th of each preceding month. Said statements will be based upon the terms of paragraph (8.4), Article 8, above.

8.6.3 Each member is required to pay all amounts due, as set forth in the billing statements (hereinafter "statement") referred to in paragraphs 8.6.1 and 8.6.2 by the last day of the month to which the statement pertains. All amounts not paid within thirty (30) days from the date the statement amount was due as aforesaid shall be assessed interest thereafter at the rate of one half percent per month, or portion thereof, (or such other rate as established from time to time by a majority of the Board of Directors) until said amounts are actually paid. The interest assessed shall be compounded monthly and shall be assessed up to the date payment is actually received.

8.7 It is the intention of these By-Laws to establish an assessment for each member who has a police department served by Southwest Central Dispatch on the basis of each member's proportionate use of Southwest Central Dispatch's services. Because no exact formula is possible, each member's police department assessment is calculated on the basis of the number of full time police officers assigned to member's police department on the date the member becomes a member of Southwest Central Dispatch as set out in 8.4.1 above. Any member's police department assessment will be automatically increased, in an amount to be determined by the Board of Directors of Southwest Central Dispatch, as of the date the number of full time police officers of the member's police department exceeds the number of full time police officers of the member's police department when the member became a member of Southwest Central Dispatch. Each member is obligated to notify Southwest Central Dispatch immediately when additional full time police officers are added to the member's police department payroll or if said full time police officers are sworn as police officers. The increase shall be effective and retroactively applied, if necessary, to the date the increase in full time police officers actually occurred. Each police department will submit semi-annually by January 31st and July 31st of each year to the Director's office, the Illinois Local

Government Law Enforcement Officers Training Board Roster of Law Enforcement Personnel. The Board of Directors, of Southwest Central Dispatch meets each year in April to consider, inter alia, the budget for Southwest Central Dispatch's fiscal year which begins on the first day of May each year. Any member's request for a reduction in its assessment for the member's police department will only be considered by the Board of Directors of Southwest Central Dispatch at the Board of Director's April meeting in any year, provided however, the member submits its written request for the assessment reduction (including the member's justification) to the Board of Directors no later than January 31st in the year preceding the April meeting of the Board of Directors. The reduction, if allowed, will not take effect until the beginning of the fiscal year following the April meeting and will not be retroactive in any manner for any reason. Any member's request for a reduction in its police department assessment received subsequent to January 31st in any year will not be considered and/or ruled upon by the Board of Directors until its April meeting in the year following the member's request and, if allowed, will not take effect until the beginning of the fiscal year following the April meeting and will not be retroactive in any manner for any reason. The granting of a reduction of assessment for a member's police department is within the sole discretion of the Southwest Central Dispatch Board of Directors. Upon a motion made and the affirmative vote of two-thirds of the Directors present at the April meeting of the Board of Directors during which SWCD's budget is being considered, the Board of Directors may suspend the time limit of January 31st set forth in paragraph 8.7 and thereafter consider any member's request for an assessment reduction which was tendered to SWCD after January 31st.

#### Article 9 - Audit

The Board of Directors shall call for an annual audit of the financial affairs of the Association, 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 governmental entities. The annual audit report shall be delivered to each member.

#### Article 10 - Director of Communications

10.1 The Association shall employ a Director of Communications recommended by the Executive Committee and approved by the Board of Directors as set out in Section 6.14 of these Bylaws. The Director of Communications shall be the Chief Executive Officer of the Association and shall be

responsible to perform such duties as shall be delegated by the Executive Committee and/or the Board of Directors in accordance with the policies formulated by the Board of Directors, including, but not limited to, the daily administration and operation of the Association and the fiscal management of the Association subject to the Association's budget approved by the Board of Directors. The Director shall have all of powers necessary to carry out his responsibilities as Chief Executive Officer, subject to the policies established by the Board of Directors and the directives of the Executive Committee, which shall include:

10.1.1 To appoint, evaluate, promote, demote, temporarily relieve from duty, or remove other employees of the Association (except the attorneys or the auditors).

10.1.2 To attend all meetings of the Executive Committee and the Board of Directors, unless excused therefrom.

10.1.2.1 The Director shall have the right to take part in the discussion of all matters coming before the Executive Committee and the Board of Directors, but shall have no vote thereon.

10.1.2.2 The Director shall be entitled to and given notice of all meetings, regular and special, of the Executive Committee and the Board of Directors.

10.1.3 To recommend to the Executive Committee for adoption such measures as he may deem necessary and expedient for the efficient operation of the Association.

10.1.4 To enforce, to administer, and to make operative policy of the Association as established by the Board of Directors and the Executive Committee.

10.1.5 To prepare a periodic report of the Association, under his jurisdiction, and to submit it at least six (6) times per year to the Executive Committee.

10.1.6 To develop and prepare a proposed annual budget as well as report the estimated revenues in order to determine the estimated funds necessary to defray the expenses of the Association for the fiscal year, and to present the budget to the Executive Committee as set forth in these By-Laws.

10.1.7 To study, to evaluate, and to report to the Executive Committee such new procedures, methods,

equipment technologies, concepts, and other projects as may benefit the Association and its members collectively.

10.2 The Director of Communications shall be chosen on the basis of the administrative and executive qualifications which he possesses with special reference to his actual knowledge and/or experience in the duties of his office as set forth above.

10.3 Any vacancy in the office of the Director of Communications shall be filled within ninety (90) days after the effective date of such vacancy, and, in the case of absence or disability of the Director, the Executive Committee may designate any other qualified employee of the Association to perform the duties of the Director during such absence of disability.

10.4 Deleted

#### Article 11 - Withdrawal, Termination, and Dissolution

11.1 A member may at any time after one year from the date the member actually became a member of SWCD deliver written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance passed by its council or other appropriate authority. The written notice of withdrawal shall be deemed received when the written notice is actually received by SWCD at SWCD's Headquarters (currently located at 7611 W. College Drive, Palos Heights, Illinois, 60463) either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD.

11.1.A In the event a member fails to pay any cost sharing charge due SWCD in accordance with these By-Laws for a period of ninety (90) days from the date the cost sharing charge was due as set out in paragraph 8.6.3 of these By-Laws (hereinafter "non-complying member"), the failure to pay as aforesaid shall be deemed notice of withdrawal by the non-paying member, which notice of withdrawal shall automatically become effective on the ninety-first (91<sup>st</sup>) day following the date the cost sharing charge was due as set out in paragraph 8.6.3 of these By-Laws retroactive to the date the cost sharing charge was first due in accordance with paragraph 8.6.3 of these By-Laws. The notice of withdrawal for non-payment as set forth in this paragraph 11.1.A shall have the same force and effect as though the non-paying member actually delivered written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above. Moreover, the payment of

past due cost sharing charges past due by the non-paying member, whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A, after the notice of withdrawal becomes effective shall have no effect on the validity of the notice of withdrawal. In addition, the non-paying member whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3, provided, however, the non-paying member may, within thirty (30) days from the date the notice of withdrawal becomes effective in accordance with this paragraph 11.1.A, serve a written request on the Chairman of the Board of Directors asking that the Board of Directors revoke the notice of withdrawal for the non-paying member's non-payment of cost sharing charges (hereinafter "request to revoke"). Thereafter, within thirty (30) days after receiving the non-paying member's request to revoke, the Chairman shall cause the non-paying member's request to revoke to be included on the agenda of the next regular meeting, provided said regular meeting of the Board of Directors is scheduled within sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke, or call a special meeting in accordance with the provisions of paragraph 5.1 of these By-Laws for a date certain not more than sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke. When the non-paying member's request to revoke is heard by the Board of Directors at a meeting of the Board of Directors, the granting or denying of the request to revoke shall be within the sole and exclusive discretion of the Board of Directors, and the decision of the Board of Directors shall be final and without further recourse. If the Board of Directors decides to grant the non-paying member's request to revoke subject to the non-paying member satisfying certain conditions precedent, the actual revocation of the notice of withdrawal shall only result if the non-paying member timely satisfies the conditions precedent, and if any condition precedent imposed by the Board of Directors is not timely satisfied, the non-paying member's request to revoke shall automatically be deemed to have been denied by the Board of Directors without any further action by the Board of Directors. The pendency of the non-paying member's request to revoke, including the granting of the request to revoke subject to the non-paying member satisfying certain condition precedents, shall not toll the running of the one-year period set out in paragraph 11.1.1 of these By-Laws.

11.1.B In the event a member fails and/or refuses to obey and/or comply with any obligation imposed by these By-Laws or to an obligation imposed upon the member by the Board of Directors and/or Executive Committee in accordance with these

By-Laws (hereinafter "non-complying member"), then upon the passing of a Resolution by the Board of Directors at a regularly scheduled meeting or special meeting of the Board of Directors finding that the non-complying member has failed and/or refuses to obey and/or comply with an obligation imposed by these By-Laws, or an obligation imposed upon the non-complying member by the Board of Directors and/or Executive Committee in accordance with these By-Laws, the date the aforesaid Resolution is passed by the Board of Directors shall be deemed the date the non-complying member delivered a notice of withdrawal to SWCD as set out in paragraph 11.1 above. The Resolution passed by the Board of Directors shall have the same force and effect as though the non-complying member actually delivered written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above. Moreover, the non-complying member's obedience or compliance with the obligation the non-complying member previously failed or refused to obey and/or comply with shall have no effect on the validity of the notice of withdrawal. In addition, the non-complying member whose failure and/or refusal to obey and/or comply with an obligation established by these By-Laws and/or an obligation imposed upon the non-complying member by the Board of Directors and/or the Executive Committee in accordance with these By-Laws shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3 of these By-Laws. Moreover, after the Resolution of the Board of Directors is passed as aforesaid, the non-complying member shall have no right to seek revocation of the Board of Director's Resolution or seek any other relief of any kind or nature with regard to the non-complying member's notice of withdrawal deemed filed in accordance with this paragraph 11.1.B.

Upon the member delivering notice of withdrawal to SWCD in accordance with paragraph 11.1 or the member being deemed to have delivered a notice of withdrawal in accordance with paragraphs 11.1.A and/or 11.1.B:

11.1.1 Withdrawal shall not take effect for one (1) calendar year from the date of such notification.

11.1.2 Upon withdrawal, the withdrawing member shall continue to be responsible for:

11.1.2.1 One hundred (100%) percent of its pro rata share of all unpaid capital system development costs, including but not limited to, all installment payments to be paid after the effective date of the withdrawing member's effective date of withdrawal, for which SWCD became obligated to pay

at any time prior to the withdrawing member's effective date of withdrawal, including, but not limited to, after the withdrawing member served notice of its withdrawal from SWCD in conformity with SWCD's By-Laws. The aforesaid capital system development costs shall include, but not be limited to, the unpaid costs for the purchase and installation of equipment, computer hardware and software, and any other apparatus utilized in the operation of SWCD's telecommunications system, or in support of the operation of SWCD's telecommunication system; the unpaid costs for the duration of any real property or building lease to which SWCD is a party; and any additional betterments of a long lasting nature which add to the capital value of SWCD's telecommunications system and/or leasehold or other real property interest;

11.1.2.2 Its pro rata share of Class One and Class Two charges, as defined in Article 8 of SWCD's By-Laws, through the date of its withdrawal;

11.1.2.3 Its pro rata share of all other operational costs, including but not limited to, telephone line costs and all other costs incurred by SWCD to operate SWCD's telecommunications system, but not including those costs included in 11.1.2.1 and 11.1.2.2 above, through the date of its withdrawal;

11.1.2.4 Any contractual obligations it has entered into separately with SWCD; and

11.1.2.5 In addition to all the costs of withdrawal enumerated in 11.1.2.1 through and including 11.1.2.4 set out above, the withdrawing member shall also be liable for all additional costs of withdrawal incurred by SWCD as a result of the member's separation and withdrawal, including, but not limited to,

(a) reasonable attorneys fees and costs and expenses incurred by SWCD, after the withdrawing member serves notice of withdrawal but prior to the withdrawing member's effective date of withdrawal, to implement the orderly withdrawal of the withdrawing member, including but not limited to, preparation and delivery of notices, correspondence, and documents, legal advice to SWCD and/or the

withdrawing member, and calculating the withdrawing member's costs of withdrawal;

(b) reasonable attorneys fees and costs and expenses incurred by SWCD, for the enforcement of SWCD's By-Laws against the withdrawing member and/or the collection of the costs of withdrawal from the withdrawing member;

(c) reasonable attorneys fees and costs and expenses incurred by SWCD pertaining to any contract entered into between the withdrawing member and SWCD to provide the withdrawing member dispatching services after the effective date of the withdrawing member's withdrawal;

(d) reasonable attorneys fees and costs and expenses incurred by SWCD which pertain to SWCD providing dispatching services to a withdrawing member after the withdrawing member's effective date of withdrawal if such dispatching services are provided without a contract as contemplated in (c) above, but in conformity with Illinois law, including but not limited to, the Rules and Regulations of the Illinois Commerce Commission.

11.1.2.6 All costs of withdrawal due from a withdrawing member, as set out in these By-Laws, shall be paid to SWCD within thirty (30) days after the withdrawing member is served with SWCD's invoice for the costs of withdrawal which have accrued prior to the date of the invoice. Additional invoices will be served upon the withdrawing member for additional costs of withdrawal not previously computed or which accrue after the date of the prior notice. All costs of withdrawal not paid within thirty (30) days after the withdrawing member is served with the aforesaid invoice or invoices shall accrue annual interest in an amount of 2% above the Wall Street Journal's highest prime rate set on the thirtieth day following service of each of SWCD's unpaid invoice or invoices.

11.1.2.7 The term "pro rata share," as used in Article 11 of SWCD's By-Laws shall mean a percentage of all SWCD's costs which are identified in 11.1.2.1 through and including 11.1.2.3 set out above. The percentage shall be computed as follows:

- a. For a withdrawing member which receives dispatching services from SWCD for a police department only for all or a portion of the one year period following the withdrawing member's notice of withdrawal, the withdrawing member's percentage shall be calculated by dividing the withdrawing member's last monthly police department assessment (as calculated in conformity with Article 8 of SWCD's By-Laws) preceding the withdrawing member's effective date of withdrawal, by the total police department assessments for all members for the same month. The percentage obtained by the formula set out in this paragraph 11.1.2.7.a. shall then be multiplied times eighty-five (85%) percent of all SWCD's costs which costs are identified in 11.1.2.1 through and including 11.1.2.3 set out above;
- b. For a withdrawing member who receives dispatching services from SWCD for a fire department only for all or a portion of the one year period following the withdrawing member's notice of withdrawal, the withdrawing member's percentage shall be calculated by dividing the withdrawing member's last monthly fire department assessment (as calculated in conformity with Article 8 of SWCD's By-Laws) preceding the withdrawing member's effective date of withdrawal, by the total fire department assessments for all members for the same month. The percentage obtained by the formula set out in this paragraph 11.1.2.2.7.b. shall then be multiplied times fifteen (15%) percent of all SWCD's costs which costs are identified in 11.1.2.1 through and including 11.1.2.3 set out above;
- c. For a withdrawing member who received dispatching services from SWCD for a police department and a fire department for all or a portion of the one year period following the withdrawing member's notice of withdrawal, the withdrawing member's pro rata share shall be the total of the sums derived from the

formulae set out in 11.1.2.7.a. and 11.1.2.7.b.

11.1.3 If withdrawal results in termination of the Joint Public Safety Agreement, then the withdrawing member shall participate in the termination of this contract as set forth in the following paragraph (11.1.4), Article 11, of these By-Laws.

11.1.4 On withdrawal of a member of the Association so as to reduce the number of continuing participants to less than that required to keep the Association operational, or upon the vote of two-thirds of the participating members to dissolve, then the Joint Public Safety Agreement and the Association shall be terminated and dissolved. Upon such termination and dissolution, and after payments of all debts, all assets or liabilities of the Association shall be distributed among the members who had participated in the Association within the one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three (3) years.

11.1.5 In the event any member delivers written notice of withdrawal in accordance with paragraph 11.1 set out above, said member may revoke its notice of withdrawal by delivering a written notice to SWCD, at SWCD's Headquarters (currently located at 7611 W. College Drive, Palos Heights, Illinois, 60463), that the member revokes its notice of withdrawal and also delivering the payment of costs as set out in 11.1.5.3 below. The written notice of revocation and payment of costs shall be considered received by SWCD when the written notice and payment of costs are actually received by SWCD, either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD. Said revocation of a member's notice of withdrawal shall only be effective if notice of revocation and payment of costs are received by SWCD, on or before January 31st of the year following the year in which the member's notice of withdrawal was received by SWCD, or, in the event a member's written notice of withdrawal was received by SWCD in January of any year, then the member's notice of revocation shall only be effective if the notice of revocation and payment of costs are received by SWCD by January 31st of the same year in which the notice of withdrawal was received by SWCD. If either the notice of revocation or the payment of costs are received after January 31 of the year following the year in which the member's notice of

withdrawal was received by SWCD, or, in the event a member's written notice of withdrawal was received by SWCD in January of any year, after January 31st of the same year in which the notice of withdrawal was received, said notice of revocation shall be deemed ineffective and a nullity. Where a notice of revocation is deemed ineffective and a nullity, as aforesaid, SWCD shall apply the payment of costs, if any, received from the withdrawing member to the costs of withdrawal set out in paragraphs 11.1.2, 11.1.2.1, 11.1.2.2, 11.1.2.3, 11.1.2.4, and 11.1.2.5.

11.1.5.1 An effective notice of revocation shall revoke and nullify the notice of withdrawal to which the notice of revocation refers. Any member seeking to withdraw from SWCD after delivering an effective notice of revocation to SWCD must again comply with the requirements of 11.1 of these By-Laws and deliver another notice of withdrawal which shall become effective one (1) calendar year from the date of such notification as set forth in paragraph 11.1.1.

11.1.5.2 Any member who fails to deliver an effective notice of revocation to SWCD after SWCD receives the member's notice of withdrawal shall only again be admitted as a member of SWCD as a new member upon complying with all the requirements and contingencies of these By-Laws, including but not limited to, Article 3 of these By-Laws.

11.1.5.3 Any member who delivers a notice of revocation to SWCD after SWCD receives the member's notice of withdrawal in accordance with paragraph 11.1.5 shall also deliver payment to SWCD for SWCD's costs incurred by reason of the member's notice of withdrawal in accordance with the following schedule: \$500.00 for each thirty (30) day period, or a portion thereof, between the date SWCD received the member's notice of withdrawal as set out in paragraph 11.1 of these By-Laws and the date SWCD received the member's notice of revocation or payment of costs, as set out in paragraph 11.1.5 and this paragraph, whichever date is later.

#### Article 12 - Liability and Property

12.1 Except as otherwise provided by individual contracts, all members in the Associations shall be severally liable for the debts and liabilities of the Association, in the same proportion as their respective cost sharing charges.

12.2 The Association shall procure and maintain during the term of the Joint Public Safety Agreement sufficient insurance to cover the replacement value of the Association's equipment. Further, the Association shall procure and maintain, during the term of the term of the Joint Public Safety Agreement, liability insurance with a single limit of \$1,000,000.00 insuring the parties, including the Director of Communications, the Associations's other employees, the Board of Directors, the Executive Committee, and other agents of the Association, as their respective interests may appear, against public liability for any alleged act or omission in connection with the Association.

12.3 All equipment/property acquired by SWCD, whether purchased by SWCD, donated by a member, or paid for by a new member in accordance with these By-Laws, including but not limited to, paragraphs 3.3 and 8.4.1 of these By-Laws, shall become the equipment/property of SWCD. In addition, all equipment/property paid for by a current member in accordance with these By-Laws, for which equipment/property SWCD pays the costs of maintaining said equipment/property, including but not limited to paragraph 8.4.3 of these By-Laws, shall become the equipment/property of SWCD and shall be owned in common by the members of SWCD unless otherwise directed by SWCD's Board of Directors.

12.4 No director, officer, employee or agent of the Association shall be entitled to any employment benefits available to a member's employees, including, but not limited to, the benefits of a labor agreement between a member and its employees, unless the director, officer, employee or agent of the Association is also an employee of the member from whom he/she seeks benefits and qualifies for said benefits under the rules and regulations of the member.

### Article 13 - Contracts, Loans, Checks, and Deposits

13.1 The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

13.2 No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific instances.

13.3 All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of

the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

13.4 All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

#### Article 14 - Indemnification

14.1 To the fullest extent permitted by applicable law and these By-Laws, the Association shall indemnify and hold harmless any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative in nature (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer or agent of the Association, against and from expenses (including reasonable attorneys' fees), judgements, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. In addition to the fullest extent permitted by applicable law and these By-Laws, the Association shall indemnify and hold harmless any member who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative in nature (other than an action by or in the right of the Association) by reason of the fact that a person who is or was a director, officer or agent of the Association also represented the interests of the member of the Association. Said indemnification shall be against and from expenses (including reasonable attorneys' fees), judgements, fines and amounts paid in settlement, actually and reasonably incurred by the member in connection with such action, suit or proceedings, if he acted in good faith and in a manner the person reasonably believed to be in, or not opposed to the best interests of the Association, and,

with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

14.2 The indemnification authorized herein (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, agent, or member is proper under the circumstances because the director, officer, employee, agent, or member has met the applicable standard of conduct set forth in paragraph 14.1, above. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so direct, by independent legal counsel in a written opinion.

14.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, agent, or member to repay such amount, unless it shall ultimately be determined that the director, officer, employee, agent, or member is entitled to be indemnified by the Association as authorized in this Article 14.

#### Article 15 - Amendment

15.1 Amendment to these By-Laws may be proposed by any member of the Board of Directors or by any member of the Executive Committee. To be considered, the amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered.

15.2 A three-fourths (3/4) majority vote of the Board of Directors shall be required to adopt any amendment to these By-Laws.

Article 16 - Maintenance of Records

16.1 The records of the Association shall be maintained in accordance with the Illinois Local Records Act, 50 ILCS 5/205.1 et seq., as well as the policies and procedures of the Association which are not inconsistent with the Local Records Act.



*Quinlan & Carroll*

Writer's Direct Dial No.

(312) 917-8462  
JNIEWIARA@QCLAW.COM

Affiliate:  
Edward D. Hefferon  
Washington, D.C.

June 17, 2005

*Privileged and Confidential  
Attorney/Client Communication*

*Via Facsimile*

Ms. Kathy Leach  
Deputy Clerk  
Village of Indian Head Park  
201 Acacia Drive  
Indian Head Park, IL 60525

**Re: Southwest Central Dispatch**

Dear Kathy:

Enclosed is a copy of the Joint Public Safety Agreement which authorizes the Village's participation in Southwest Central Dispatch. This document should be attached as an Exhibit to Ordinance 05-11 previously passed by the Board of Trustees. In addition, pursuant to the authorization of Ordinance 05-11, this document should be executed by the Mayor and Village Clerk. Once it is signed, please retain the original for the Village's file and return a copy to me so that I can provide a copy to counsel for Southwest Central Dispatch.

Should you have any questions regarding the foregoing, please do not hesitate to call.

Very truly yours,

James A. Niewiara

JAN/em  
Enclosures

cc: Wayne P. Grane

219164v1

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**FAX TRANSMITTAL INFORMATION**

|                                  |  |
|----------------------------------|--|
| <b>TO:</b> Kathy Leach           | <b>FROM:</b> James A. Niewiara   |
| <b>TELEPHONE:</b> (708) 246-3137 | <b>TELEPHONE:</b> (312) 917-8462   |
| <b>FAX:</b> (708) 246-7094       | <b>FAX:</b> (312) 263-5013   |
| <b>DATE:</b> June 17, 2005       | <b>NO. OF PAGES (including cover page):</b> 6  |
| <b>RE:</b> 001943/001280         | <b>NOTES:</b> Kathy – please distribute the attached letter to Director Grane. Thanks! |

If you do not receive the entire amount of pages, please contact our office at (312) 263-0900. Thank you.

**Kathy Leach**

---

**From:** "Kathy Leach" <kleach@indianheadpark-il.gov>  
**To:** "Wayne Grane" <wgrane@indianheadpark-il.gov>  
**Sent:** Monday, June 13, 2005 3:02 PM  
**Subject:** Public Safety Agreement - Central Dispatch

Wayne,

When we passed Ord. #05-11 on 5/12/05, Jim Niewiara said: "he is waiting for the attorney from Southwest Central Dispatch to provide the Public Safety Agreement". We did not receive it yet unless it was sent to another department.

Message left for Jim to send document.

JOINT PUBLIC SAFETY AGREEMENT

SOUTHWEST CENTRAL DISPATCH

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto (and also those which may hereinafter become signatory hereto):

W I T N E S S E T H:

WHEREAS, the signatories hereto have determined that there is a need by local governments within Southwest Cook County, Illinois for a centralized public safety communications system; and

WHEREAS, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

WHEREAS, a centralized public safety communications system can adequately serve the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a centralized public safety communications system for their advantage and concern;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution, the undersigned do hereby federate together in a co-operative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "Southwest Public Safety Communications" hereinafter designated as Southwest Central Dispatch which shall consist of all of the local governments signatory hereto (and also those local governments which may hereinafter become signatory hereto).
2. By-Laws. Southwest Central Dispatch shall be subject to and shall be governed by these certain By-Laws, a copy of which is attached hereto as Exhibit "A" and by this reference made a part of this agreement, together with any amendments which may be made to said By-Laws in the manner and means therein set forth.
3. Southwest Central Dispatch Participation. Each local government to this joint public safety communications system (and each local government which may hereafter sign, after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of Southwest Central Dispatch and is entitled to the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.
4. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in Southwest Central Dispatch in the manner and means set forth in said By-Laws.

5. Powers of the System. Southwest Central Dispatch shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate any member except as authorized by the attached By-Laws. Southwest Central Dispatch shall not have the power to eminent domain or the power to levy taxes.

6. Amendment. This agreement may not be amended, except by written agreement and resolution of all the then parties to it, provided, however, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein.

7. Duration. This Agreement and Southwest Central Dispatch shall continue in effect until rescinded by consent of two-thirds of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said By-Laws.

8. Ordinance Authorizing. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of an Ordinance authorizing and directing the execution of the Agreement.

9. Effective Date. This Agreement shall become effective when signed by all the participating signatories. (as listed below)

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

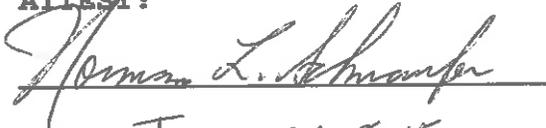
In accordance with and as authorized by the Village of Indian Head Park Ordinance 05-11 passed May 12, 2005, the Village of Indian Head Park hereby executes by and through its President and Village Clerk the Southwest Central Dispatch Joint Public Safety Agreement as set forth above.

Village of Indian Head Park

By: 

Richard F. Pellegrino  
Village President

ATTEST:



Date: June 21, 2005

Norman L. Schnauffer, Village Clerk