

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on or as of this _____ day of _____, 2017, by and between the City of Pekin, an Illinois municipal corporation ("Pekin"), the City of East Peoria, an Illinois municipal corporation ("East Peoria"), the City of Washington, an Illinois municipal corporation ("Washington"), and the Village of Morton, an Illinois municipal corporation ("Morton"), all located in Tazewell County, Illinois, (collectively the "Municipalities"), and Tazewell County ("County"), the Tazewell County Sheriff ("Sheriff") (collectively the "Member Agencies") and the Tazewell County Emergency Telephone System Board ("ETSB"), an Illinois governmental body authorized under the Illinois Emergency Telephone System Act, 50 ILCS 750.01.

WHEREAS, Article VII, §10 of the Illinois Constitution authorizes local governmental units to enter into agreements with one another to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

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

WHEREAS, the ETSB authorizes the delivery of 9-1-1 calls to Public Safety Answering Points ("PSAPs"); and

WHEREAS, the State of Illinois passed Public Act 99-0006 on June 29, 2015, requiring all counties with populations of less than 250,000 that have a single Emergency Telephone System Board and more than two public safety answering points ("PSAPs"), to reduce the number of PSAPs by at least 50% or to two (2) PSAPs, whichever is greater; and

WHEREAS, Tazewell County has a population of less than 250,000 and a single Emergency Telephone System Board; and

WHEREAS, there are currently four (4) PSAPs in Tazewell County having authority to and providing 9-1-1 telephone call taking and dispatch services to public safety agencies which respond to the public's need for assistance and the maintenance of law and order; and

WHEREAS, Public Act 99-0006 requires that the ETSB complete the consolidation of PSAPs to two (2) prior to July 1, 2017; and

WHEREAS, the Illinois Office of the Statewide 9-1-1 Administrator and the State of Illinois Statewide 9-1-1 Advisory Board have granted the ETSB an extension of time until July 1, 2019 to consolidate to two (2) PSAPs; and

WHEREAS, the Tazewell/Pekin Consolidated Communications Center ("T/P CCC") is a currently existing intergovernmental agency created by the County of Tazewell and the City of Pekin which operates a PSAP located in Pekin, Illinois; and

WHEREAS, the remaining three (3) existing PSAPs, are owned and operated by the City of East Peoria, the Village of Morton, and the City of Washington and are located in East Peoria, Morton and Washington, respectively; and

WHEREAS, the parties hereto have determined that it is in the best interest of each party to this Agreement and the public health, safety and welfare of persons and property within each Municipality and within the County to enter into an agreement to consolidate the number of PSAPs and to establish that two (2) PSAPs shall serve all persons residing within Tazewell County; and

WHEREAS, the parties agree that the two (2) remaining PSAPs would be best served by one organizational structure governing both PSAPs; and

WHEREAS, this Agreement hereby creates an intergovernmental agency known as Tazewell County Consolidated Communications ("TC³"), with one Board of Directors to oversee the operations of the two (2) PSAPs; and

WHEREAS, the parties agree that it is in the public interest that T/P CCC be dissolved pursuant to its intergovernmental agreement such that all assets, duties, titles and obligations of the currently existing not-for-profit corporation known as the Tazewell/Pekin Consolidated Communication Center be transferred to Tazewell County and the City of Pekin; and

WHEREAS, the parties agree that it is in the public interest that this Agreement be executed for the purpose of defining the powers, obligations, and working structure of TC³ in order to fulfill the obligations of the ETSB to provide emergency telephone answering dispatch and related services for the residents of Tazewell County ("System").

NOW, THEREFORE, in consideration of the foregoing recitals and to the extent permitted by law, the Member Agencies agree as follows:

1. FORMATION & MODIFICATIONS.

1.1 T/P CCC. The County and the City of Pekin shall, no later than thirty (30) days after consolidation of the four (4) PSAPs to two (2) PSAPs, cause the not-for profit corporation known as the Tazewell/Pekin Consolidated Communication Center to be dissolved and shall rescind and/or modify the Bylaws, Articles of Incorporation, Joint Public Safety Communications System Agreement executed by the County and City of Pekin, and any other documents as may be necessary to effectuate the changes required by this Agreement.

1.2 TC³. Tazewell County and the City of Pekin hereby agree to accept all assets, duties, titles and obligations of the currently existing not-for-profit corporation known as the Tazewell/Pekin Consolidated Communication Center. The Member Agencies shall operate the existing PSAPs in coordination with the ETSB, and shall diligently provide for the consolidation of the four (4) current PSAPs to only two (2) PSAPs by or before the July 1, 2019 deadline.

1.3 TC NORTH. The parties shall cause for the installation, maintenance, and operation of a Tazewell County Consolidated Communications PSAP to be housed within and adjacent to the facilities of the Morton Police Department, named "TC North". The Village of Morton shall, at its cost, provide suitable space and utilities in the Police Department

building and other ground or facility space as required to locate required communications technology and equipment to provide PSAP services and shall be entitled to reasonable rent from TC³ for such space in an amount to be mutually agreed upon by the TC³ Governance Board and the Village of Morton. Rental compensation shall be rendered to Morton either in the form of monetary payment or credit against fees due to TC³, and shall be afforded to the Village of Morton during the term such space(s) are used by TC³ in providing PSAP services. In the event the TC³ Governance Board and the Village of Morton are unable to reach an agreement as to the rental amount, said amount shall be determined as follows: the TC³ Governance Board and the Village of Morton shall each appoint an independent real estate appraiser with an MAI designation and with at least ten (10) years' commercial real estate appraisal experience in the Tazewell County real estate market. The two appraisers shall then, within ten (10) days after their designation, select an independent third appraiser with like qualifications. Within twenty (20) days after the selection of the third appraiser, a majority of the appraisers shall determine the rental rate. If a majority of the appraisers is unable to agree upon the rental rate by such deadline, then the two (2) closest appraisals shall be averaged and the average shall be the rental rate. The TC³ Governance Board and the Village of Morton shall each bear the entire cost of the appraiser selected by it and shall share equally the cost of the third appraiser.

1.4 TC SOUTH. The parties shall cause for the installation, maintenance, and continued operation of an existing Tazewell County Consolidated Communications PSAP currently housed within and adjacent to the facilities owned by the City of Pekin commonly known as the Tazewell/Pekin Consolidated Communication Center and shall hereinafter be known as "TC South". The City of Pekin shall, at its cost, continue to provide suitable space and utilities in the building and other ground or facility space as required to locate required communications technology and equipment to provide PSAP services and shall be entitled to reasonable rent from TC³ for such space in an amount to be determined by the TC³ Governance Board. Rental compensation shall be rendered to the City of Pekin in the form of monetary payment or credit against fees due to TC³, and shall be afforded to the City of Pekin during the term such space(s) are used by TC³ in providing PSAP services.

1.5 PARTICIPATING AGENCIES The parties recognize that the provision of PSAP services is critical to the citizens of the County and such services are shared between the public and the first response agencies requiring communications. Each agency receiving dispatch services from a TC³ PSAP shall execute an agreement acknowledging the official relationship and the responsibility to pay the costs of the service. This agreement shall be in addition to any other official or required agreements the agency must execute in order to comply with the Illinois Emergency Telephone System Act. The cost to provide said agency communications is proportional to the number of activities of the particular agency as officially recorded by TC³. The operating costs to provide PSAP services shall be assessed among the Member Agencies and participating agencies ("Participating Agencies") in a manner reflecting the quantity of services ("Funding Formula") rendered as determined by the Board of Directors. In recognition of the financial support provided to TC³, Participant Agencies will be afforded representation on the Governance, Board along with the Member Agencies and the ETSB, as shown in the Bylaws of TC³.

In the event a Member Agency or Participating Agency fails to pay its proportionate share of costs to TC³, TC³ may withhold any or all services to that Agency, and/or take appropriate legal action to collect such payments.

2. **CREATION & PURPOSE.** The Member Agencies agree to take all appropriate and necessary steps to create "TC³". TC³ shall be an intergovernmental cooperative agency, which, with the concurrence of all Member Agencies, may be incorporated as a not-for-profit corporation. The purpose of TC³ shall be for the operation and maintenance of a centralized, combined emergency services dispatch and communication system, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its participants; (2) the implementation and enforcement of this Agreement; and (3) to provide a forum for discussion, study, development, and implementation of recommendations regarding public safety communications and criminal justice within the County.

TC³ shall operate and be governed in the manner described in the By-Laws attached hereto as **Exhibit B**, which will be adopted by the Board and are incorporated into this Agreement by reference.

3. **POWERS.** In furtherance of its purposes, TC³ shall have the power:

- 3.1 To acquire, construct, receive, own, manage, lease and sell real property, personal property and intangible property;
- 3.2 To operate and maintain various systems, including but not limited to, 9-1-1 telephone answering, computer aided dispatch, radio communications, mobile data, voice recording and related facilities and support systems, collectively the "System";
- 3.3 To enter into contract with public and private entities;
- 3.4 To sue and be sued;
- 3.5 To employ and terminate personnel, with or without cause, provide employee benefits and contract for personnel and services with public and private entities;
- 3.6 To incur indebtedness and to issue bonds, notes or other evidence thereof through one or more of the Municipalities or County unless and until TC³ has such power under applicable law;
- 3.7 To establish and collect fees and assessments from Participants in accordance with the Funding Formula;
- 3.8 To insure redundant, competent and uniform operation of TC North and TC South;
- 3.9 To seek economies of scale;
- 3.10 To establish bylaws, policies, guidelines or regulations to carry out its powers and responsibilities;
- 3.11 To exercise all other powers that are within the statutory authority of and may be exercised by the Municipalities and County with respect to the System; and

3.12 To obtain appropriate insurance coverages for its operations, including liability and worker compensation insurance, and to provide that each Member Agency is an additional insured.

4. **SYSTEM ASSETS.** TC³ may acquire, construct, receive, own, manage, lease or sell System assets and other assets. A Municipality may transfer to TC³ its title to, and operational control of, communication assets which then become part of the System. This Agreement does not vest in TC³ any authority with respect to other facilities or assets of the Municipalities or County.
5. **PROVISION OF SERVICES.** TC³ shall be responsible for providing 24-hour 9-1-1 call taking, dispatch for law enforcement, fire services, medical services, public works, emergency management or any other communication services necessary for the operation of the System pursuant to this Agreement to all persons, areas and Agencies residing within Tazewell County. TC³ may provide such services to areas and Agencies outside of the boundaries of Tazewell County provided the provision of such services is recognized through agreement, required by statute, or otherwise reasonably necessary by the nature of the event.
6. **ADMINISTRATION.** A Board of Directors shall govern TC³ as described in the Bylaws and shall have the powers set forth in the Bylaws.
7. **BUDGET.** The fiscal year of TC³ shall begin May 1st and end April 30th. An annual budget shall be prepared by the Board of Directors and submitted to the Member Agencies so served in accordance with the Bylaws.
8. **FINANCES.** It is anticipated that funding for TC³ be provided primarily from Participant fees levied in accordance by the Funding Formula which is determined and approved in Section 8.1. Additional revenue for unanticipated expense or particular system improvement may be provided by 9-1-1 surcharge monies from the ETSB, grants, contracts, and by a Participant Agency or Agencies through a Participant Special Assessment, which may be assessed only if approved in 8.2.

8.1 FUNDING FORMULA. The initial Funding Formula for Participant Agencies, attached hereto and incorporated herein as **Exhibit A**, may be amended on a yearly basis, to assure fair and equitable funding of the System. Any such proposed amendment to the Funding Formula shall be sent to all Participating Agencies at least 30 days prior to the Board of Directors meeting at which the proposal is to be considered and Participant Agencies given an opportunity to submit comments or be heard. If the Funding Formula is not ratified, the current Funding Formula shall remain in effect.

The parties recognize the need to establish and provide for funding for TC³ in a fair and equitable manner during the process of consolidation. The parties agree to engage in good faith negotiations as may be necessary to reach agreement as to the manner of funding TC³ during the consolidation process.

8.2 PARTICIPANT SPECIAL ASSESSMENT. Participant Special Assessments may be assessed for major repairs or replacement of equipment or components thereof, including but not limited to software, which are required for the operation of TC³ and for the fulfillment of the purposes of TC³, which are not identified in the current year's budget, and which such repairs or replacement exceed \$25,000.00. Upon determination by the Board that a Participant Special Assessment is required, all Participants shall be

(309) 444-2312

If to Morton: Morton Police Department
375 W. Birchwood
Morton, IL 61550
(309) 266-6666

If to the County: Tazewell County Sheriff's Office
101 S. Capitol Street
Pekin, IL 61554
(309) 477-2250

If to the Sheriff: Tazewell County Sheriff's Office
101 S. Capitol Street
Pekin, IL 61554
(309) 477-2250

If to the ETSB: Tazewell County Emergency Telephone System Board
101 S. Capitol Street
Pekin, IL 61554
(309) 478-5796

14. **TERM OF AGREEMENT.** This Agreement shall be in full force and effect from the date affixed to the last Member Agency to execute this Agreement and shall remain in effect until April 30, 2030. Unless terminated by a majority vote of the parties hereto, the agreement will renew for subsequent periods of five (5) years beginning May 1, 2030.

Notwithstanding the above, a Member Agency may withdraw from this Agreement in the manner described in the attached By-Laws.

15. **COMPLETE AGREEMENT.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.
16. **PARAGRAPH HEADINGS.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.
17. **COUNTERPARTS.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

--signature pages follow--

CITY OF PEKIN

By _____

Its _____

Date _____

CITY OF WASHINGTON

By _____

Its _____

Date _____

CITY OF EAST PEORIA

By _____

Its _____

Date _____

VILLAGE OF MORTON

By _____

Its _____

Date _____

TAZEWELL COUNTY

By _____

Its _____

Date _____

TAZEWELL COUNTY SHERIFF

By _____

Its _____

Date _____

**TAZEWELL COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

By _____

Its _____

Date _____

Exhibit A- Funding Formula

Agency Fee Comparison	Share
ADVANCED MEDICAL TRANSPORT	4.5%
ARMINGTON FPD	0.0%
ARMINGTON POLICE DEPT	0.0%
CREVE COUER FIRE DEPT	0.8%
CREVE COUER POLICE DEPT	4.7%
CINCINNATI FPD	0.3%
DEER CREEK FPD	0.1%
DEER CREEK POLICE DEPT	0.2%
DELAVAN FPD	0.3%
DELAVAN POLICE DEPT	1.1%
EAST PEORIA FIRE DEPT	3.6%
EAST PEORIA POLICE DEPT	17.3%
FONDULAC PARK DISTRICT POLICE	0.7%
FORMAN FPD	0.1%
GERMANTOWN HILLS FPD	0.0%
GREEN VALLEY FPD	0.1%
GREEN VALLEY POLICE DEPT	0.2%
HOPEDALE FPD	0.1%
HOPEDALE POLICE DEPT	0.3%
MACKINAW FPD	0.2%
MACKINAW POLICE DEPT	0.6%
MORTON FIRE DEPT	2.5%
MORTON POLICE DEPT	7.3%
MARQUETTE HEIGHTS FIRE DEPT	0.2%
MARQUETTE HEIGHTS POLICE DEPT	1.9%
MINIER FIRE DEPT	0.2%
MINIER POLICE DEPT	0.5%
NORTH PEKIN FIRE DEPT	0.2%
NORTH PEKIN POLICE DEPT	2.4%
NORTHERN TAZEWELL FPD	1.0%
PEKIN FIRE DEPT	5.2%
PEKIN POLICE DEPT	20.8%
PEKIN PARK DISTRICT POLICE	0.7%
SPRING BAY FPD	0.1%
SCHAEFFERVILLE FPD	0.3%
SOUTH PEKIN FIRE DEPT	0.3%
SOUTH PEKIN POLICE DEPT	0.8%
TAZEWELL CO ANIMAL CONTROL	0.9%
TAZEWELL CO COURT SERVICES	0.2%
TAZEWELL COUNTY SHERIFFS OFFICE	9.7%
TREMONT FPD/RESCUE 702	0.3%
TREMONT POLICE DEPT	0.8%
WASHINGTON FIRE DEPT	1.3%

WASHINGTON POLICE DEPT	7.1%
TOTALS:	100.0%

BY-LAWS

**OF
TAZEWELL
CONSOLIDATED COMMUNICATIONS**

**ARTICLE I
PURPOSE**

Tazewell County Consolidated Communications, hereinafter referred to as "TC³," is a cooperative venture established pursuant to an Intergovernmental Agreement ("Agreement") between the City of Pekin, an Illinois municipal corporation ("Pekin"), the City of East Peoria, an Illinois municipal corporation ("East Peoria"), the City of Washington, an Illinois municipal corporation ("Washington"), and the Village of Morton, an Illinois municipal corporation ("Morton"), all located in Tazewell County, Illinois, Tazewell County ("County"), the Tazewell County Sheriff ("Sheriff") (collectively "Member Agencies"), and the Tazewell County Emergency Telephone Systems Board ("ETSB").

TC³ shall exist for the primary purpose of delivering 9-1-1 service to the residents of the County, pursuant to the mission of, and in coordination with the ETSB and in accordance with the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* TC³ shall carry out the purposes of the Intergovernmental Agreement, entered into by and among the governmental entities party thereto, with an effective date of _____ (as it may be amended from time to time in accordance with the provisions thereof).

**ARTICLE II
MEMBERSHIP & CONTRACTUAL RELATIONSHIPS**

SECTION 1. MEMBERS. The members of TC³ shall be the Members Agencies described in Article I above. All members of TC³ shall sign and abide by the terms and conditions of the Intergovernmental Agreement.

SECTION 2. CONTRACTUAL RELATIONSHIPS FOR SERVICE. TC³ may, upon two-thirds vote of the Governance Board, provide service (as contemplated by the Intergovernmental Agreement and these By-Laws) to other municipalities upon execution of a Service Agreement.

The Member Agencies and all municipalities and other agencies and governmental bodies who execute a Service Agreement with TC³ shall be hereinafter collectively referred to as the "Participating Agencies."

**ARTICLE III
GOVERNANCE BOARD OF DIRECTORS**

SECTION 1. GENERAL POWERS. The business and affairs of TC³ shall be managed by and under the direction of the Governance Board ("Board").

SECTION 2. COMPOSITION OF GOVERNANCE BOARD. The Board shall consist of eleven (11) representatives of the following units of government:

Unit of Government	Number of Representatives
City of Pekin	2
City of East Peoria	2
Village of Morton	1
City of Washington	1
Fire Districts & Other Municipalities ("Participating Agency Representatives")	2
Tazewell County Sheriff	1
Tazewell County	1
Tazewell County ETSB	1
Total	11

The composition of the Board shall be reviewed annually to determine if the composition remains consistent with the data regarding the percentage usage of TC³ services and cost contributions to TC³. If adjustments to representation on the Board is appropriate, the By-Laws will be amended to reflect the appropriate adjustment. Notwithstanding the above, the Member Agencies shall at all times have at least one representative on the Board.

SECTION 3. VOTING, APPOINTMENT & TENURE. Each Member Agency, the ETSB, and two (2) of the Participating Agencies not otherwise represented on the Board ("Participating Agency Representatives") shall be entitled to representation on the Board as set forth above. Each member of the Board shall be entitled to one (1) vote. Each member appointed by a Member Agency shall be appointed by their respective corporate authorities by appropriate action of its corporate authorities. Subject to the provisions of these By-Laws, every such member of the Board who is appointed by a Participating Agency as that Participating Agency's representative on the Board shall be a member of the Board. Appointment as a member of the Board shall not require further ratification by any other entity.

Unless a member of the Board appointed by a Member Agency resigns or is removed in accordance with these Bylaws, each member shall hold office until replaced by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Member Agency.

Each Participating Agency which has entered into a Service Agreement with TC³ and which is not a Member Agency shall annually vote for Participating Agency Representatives to serve on the Board. Annually, on or before August 1, each Participating Agency shall submit to the Secretary of TC³, the name of two Participating Agencies other than Member Agencies, for representation on the Board. The two (2) Participating Agencies receiving the most votes shall be notified and shall each select one (1) representative to serve on the Board as the Participating Agency Representatives. In the event of a tie, the Participating Agencies with the higher percentage usage of TC³ services and cost contributions to TC³ shall be represented on the Board. Unless otherwise established by the Board, the term of each Participating Agency Representative shall commence annually on October 1 and, unless a Participating Agency Representative resigns or is removed in accordance with these Bylaws, each Participating Agency Representative shall hold office for one (1) year or until a successor Participating

Agency Representative is appointed to the Board. If a Participating Agency fails to submit a vote in accordance with this section, such Participating Agency shall be considered to have, and will be deemed to have, voluntarily elected to waive its right to vote for a Participating Agency Representative.

One of the initial Participating Agency Representatives shall be appointed from the Participating Agency with the highest percentage usage of TC³ services and cost contributions to TC³ for 2017. One of the initial Participating Agency Representatives shall be appointed from the Village of Creve Coeur, and the other shall be filled by election of the Participating Agencies.

SECTION 4. REGULAR MEETINGS. An annual meeting shall be held in October of each year, at such time and place as may be determined by the Board for the transaction of such business as may come before the meeting. The Board may specify by resolution the time and place for holding any other regular Board meetings, which shall be held at least quarterly. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or electronic mail, at least three days prior to the day named for such meeting.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board may be called by the Chair or by the written request of at least two of the Directors. Notice of special meetings of the Board shall state the date, time and place thereof and the purpose or purposes for which the meeting is called. Notice of any special meeting shall be given at least five days previous thereto if by mail, or 72 hours previous thereto by personal delivery of written notice or 72 hours previous thereto if by verbal (including telephonic) notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 6. WAIVER OF NOTICE. Prior to a meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Where all of the Directors unanimously approve, and sign a corporate resolution or authorization, this shall be recognized as proper corporate action taken at a duly authorized meeting, without proceeding under the provisions hereof, that would otherwise be applicable for calling and holding Directors meetings.

SECTION 7. QUORUM. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those

present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 8. PARTICIPATION. Members of the Board may participate in a regular or special meeting of the Board, or conduct the meeting through the use of, a conference telephone or any means of communication by which all members of the Board participating in the meeting can communicate with each other during the meeting. Participation by such means shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 9. VACANCIES. Any vacancy occurring in the Board of Directors shall be filled by the appointing Participating Agency within 60 days after the effective date of the resignation/removal of its representative member.

SECTION 10. REMOVAL OF DIRECTORS. A member of the Board may be removed by the appointing Participating Agency. Removal shall be effective upon delivery of written notice of the removal to the Chair or the Secretary by the legislative body or clerk of the appointing Participating Agency. In addition, after 30 days' written notice to the appointing Participating Agency, any member of the Board may be removed for cause by not less than a two-thirds vote of the Board, and the individual removed may not be reappointed by the appointing Participating Agency for one year after the date of removal.

SECTION 11. COMPENSATION. No compensation shall be paid to the Directors for their services as Directors. By resolution of the Board, the members of the Board may be reimbursed for reasonable out-of-pocket expenses, if any incurred for attendance at meetings of the Board or conducting business of TC³.

SECTION 12. OPEN PUBLIC MEETNGS. All meetings of the Board shall be open to the public as and to the extent required by the Illinois Open Meetings Act.

ARTICLE IV **GOVERNANCE BOARD OFFICERS**

SECTION 1. NUMBER. The officers of the Board shall consist of a Chair, Vice-Chair, Secretary, and a Treasurer, each of whom shall be appointed by the Board. The Chair shall chair the Board and must be a member of the Board. The Vice-Chair shall perform the duties of the Chair in the Chair's absence and must be a member of the Board. The Secretary shall be responsible for the books and records of TC³ and may be either a member of the Board or the Director. The Treasurer shall have responsibility for overseeing the budget of TC³ and ensuring that the accounting system of TC³ meets acceptable accounting standards. The Treasurer may, but need not, be a member of the Board. In addition, the officers shall perform such other duties as may be determined by the Board. Additional officers may be appointed by the Board.

SECTION 2. APPOINTMENT & TERM OF OFFICE. The officers of TC³ shall be appointed by the Board at an annual meeting, to serve for one year until the next annual meeting or until removed by the Board. Each officer shall hold office until a successor shall have

been appointed, except in the event of the termination of an officer's term in the manner herein provided.

SECTION 3. RESIGNATION & REMOVAL. Any officer may resign at any time by delivering written notice to the Chair, or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed by the Board upon 30 days' written notice, with or without cause. Appointment of an officer shall not of itself create contract rights in the individual or in the Participating Agency or other entity concerned.

SECTION 4. CHAIR. The Chair shall preside at all meetings of the Board. The Chair may sign deeds, leases, bonds, contracts, or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof are expressly delegated by the Board or by these Bylaws to some other officer or agent of TC³. The Chair shall perform all duties incident to the office of Chair and such other duties as may be prescribed by resolution of the Board.

SECTION 5. THE VICE-CHAIR. The Vice-Chair shall perform the duties of the Chair in the absence of the Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon such officer and shall perform such other duties as from time to time may be assigned to the Chair by resolution of the Board.

SECTION 6. THE SECRETARY. The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the records of TC³; 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 Chair or by the Board of Directors.

SECTION 7. THE TREASURER. The Treasurer shall be the principal accounting and financial officer of TC³; shall have charge of and be responsible for the maintenance of adequate books of account for TC³; have charge and custody of all funds of TC³; perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Board. If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board may determine.

SECTION 8. DELEGATION. In the case of absence or inability to act of any officer and of any person herein authorized to act in his or her place, the Board may, from time to time, delegate the powers or duties of such officer to any other officer or any member of the Board or other person whom it may select. The Chair may delegate duties or powers in addition to those listed herein to officers of TC³ as necessary or appropriate to the conduct of the affairs of TC³.

SECTION 9. VACANCIES. Vacancies in any officer position arising from any cause may be filled by the Board at any regular or special meeting of the Board, subject to the notice provision herein.

ARTICLE V
OPERATIONS COMMITTEE

SECTION 1. ORGANIZATION. There shall be and there is hereby established an Operations Committee of TC³, the members of which shall serve without salary and shall take responsibility for the day-to-day operations and functions of TC³ as hereinafter set forth.

SECTION 2. PURPOSE. The daily operations of TC³, including but not limited to development, implementation, and review of policies, procedures, complaints and incident review, shall be developed and recommended by the Operations Committee, subject to the policy limitations established by the Board from time to time. Subject to the policies established by the Board and within the limits fixed by the budget approved by the Board, the Operations Committee shall oversee the conduct of the daily operating affairs of TC³.

SECTION 3. MEMBERSHIP. The Operations Board shall consist of thirteen (13) representatives of the following agencies:

Unit of Government	Police	Fire/EMS	Other
City of Pekin	1	1	
City of East Peoria	1	1	
Village of Morton	1	1	
City of Washington	1	1	
Creve Coeur	1		
AMT Ambulance Service		1	
Fire Districts / Departments		1	
Tazewell County ETSB			1
Tazewell County Sheriff	1		
Total			13

The composition of the Operations Committee shall be reviewed annually to determine if the composition remains consistent with the data regarding the percentage usage of TC³ services and cost contributions to TC³. If adjustments to representation on the Board is appropriate, the By-Laws will be amended to reflect the appropriate adjustment.

SECTION 4. VOTING, APPOINTMENT & TENURE. As set forth above, each Member Agency, the Village of Creve Coeur, AMT Ambulance Service, the ETSB, and one (1) representative of the Fire Districts and Fire Departments not otherwise represented on the

Board ("Fire District Representative") shall be entitled to one (1) seat on the Operations Committee. Each member of the Operations Committee shall be entitled to one (1) vote. Each member appointed by a Member Agency shall be appointed by appropriate action of its respective corporate authorities. Subject to the provisions of these By-Laws, every such member of the Operations Committee who is appointed by a Participating Agency as that Participating Agency's representative on the Operations Committee, shall be a member of the Operations Committee. Appointment as a member of the Operations Committee shall not require further ratification by any other entity.

Unless a member of the Operations Committee appointed by a Member Agency resigns or is removed in accordance with these Bylaws, each member shall hold office until replaced by resolution or motion evidenced in writing of the legislative body or bodies of the Member Agency.

Each Fire District and Fire Department which has entered into a Service Agreement with TC³ and which is not a Member Agency or otherwise represented on the Operations Committee ("Participating Fire District"), shall annually vote for a Representative of the Fire Districts to serve on the Operations Committee. Annually, on or before August 1, each Participating Fire District shall submit to the Secretary of TC³, the name of two Participating Fire Districts, for representation on the Operations Committee. The one (1) Participating Fire District receiving the most votes shall be notified and shall select a representative to serve on the Operations Committee. In the event of a tie, the Participating Fire District with the higher percentage usage of TC³ services and cost contributions to TC³ shall be represented on the Operations Committee. Unless otherwise established by the Board, the term of each Fire District Representative shall commence annually on October 1 and, unless a Fire District Representative resigns or is removed in accordance with these Bylaws, each Fire District Representative shall hold office for one (1) year or until a successor Fire District Representative is appointed to the Board. If a Participating Fire District fails to submit a vote in accordance with this section, such Participating Fire District shall be considered to have, and will be deemed to have, voluntarily elected to waive its right to vote for a Fire District Representative.

The initial Fire District Representative shall be appointed from the Participating Fire District with the highest percentage usage of TC³ services and cost contributions to TC³. The initial Fire District Representative shall be appointed from Schaefferville Fire Protection District.

SECTION 5. REGULAR MEETINGS. Regular meetings of the Operations Committee shall be held at such time and place as shall be determined, from time to time, by a majority of the Committee members, but at least six such meetings shall be held during each fiscal year. Meeting notice and agenda shall be given to each member, personally or by mail, telephone or electronic mail, at least three days prior to the day named for such meeting.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Operations Committee may be called by the Chair, or by the written request of at least two of the members. Notice of special meetings of the Operations Committee shall state the date, time and place thereof and the purpose or purposes for which the meeting is called. Notice of any special meeting shall be given at least five days previous thereto if by mail, or 24 hours previous thereto by personal delivery of written notice or 24 hours previous thereto if by verbal (including telephonic) notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail

addressed to the director at his or her address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 7. QUORUM. At all meetings of the Operations Committee, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Operations Committee. If, at any meeting of the Operations Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 8. OPEN PUBLIC MEETINGS. All meetings of the Operations Committee shall be open to the public as and to the extent required by the Illinois Open Meetings Act.

SECTION 9. OFFICERS. Officers of the Operations Committee shall consist of a Chairman and a Vice Chairman. The Chairman shall conduct meetings of the Operations Committee and shall serve as the liaison between the Board and the Operations Committee. The Chairman shall also perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Operations Committee from time to time provided that such actions are consistent with these By-Laws.

In the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman. The Vice Chairman shall perform such other duties as may be requested by the Chairman.

SECTION 10. COMPENSATION. No compensation shall be paid to the members of the Operations Committee for their services. By resolution of the Board, the members of the Operations Committee may be reimbursed for reasonable out-of-pocket expenses, if any incurred for attendance at meetings of the Operations Committee or conducting business of TC³.

ARTICLE VI **STAFF**

SECTION 1. DIRECTOR. TC³, acting through the Board, shall hire and retain a Director, who shall be an "at will" employee as defined by Illinois law. The Director shall report to the Operations Committee, which shall be responsible for supervising and evaluating the Director. The Operations Committee shall conduct an annual evaluation of the Director's performance and report its finding to the Board. This report shall be presented to the Board before the end of the calendar year. The Board may dismiss the Director by a majority vote of the entire Board. Compensation for the Executive Director shall be set by the Board.

The powers and duties of the Director shall be:

1. To attend all meetings of the Operations Committee and to attend all meetings of the Governance Board, unless excused therefrom;

- a. The Director shall have the right to take part in the discussion of all matters coming before the Operations Committee and the Governance Board, but shall have no vote thereon;
 - b. The Director shall be entitled to and be given notice of all meetings, regular and special, of the Governance Board and the Operations Committee;
2. To hire, discipline, set compensation for, discharge and otherwise supervise the staff of TC³ pursuant to the approved TC³ budget and in accordance with the policies and procedures of TC³ or as otherwise set forth by resolution of the Board;
 3. To recommend to the Operations Committee for adoption of such measures as may be deemed necessary or expedient for the efficient operation of TC³;
 4. To enforce, to administer, and to make operative the policies of TC³ as established by the Board of Directors and Operations Committee;
 5. To assist the Board as directed in preparing an annual budget in the manner set forth under Article VII herein;
 6. To perform such other duties as may be delegated from time to time by the Board or by the Operations Committee.

SECTION 3. STAFF. The staff of TC³ shall consist of such other positions as may be established by the Board, which may include an Assistant Director, Data & Communications System Manager, Training & Quality Assurance Manager, Telecommunicators, and an Accounting Clerk. Positions may be created or abolished at the direction of the Board. The Board may also provide that administrative, technical or professional services be performed by contract. Only the Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. The annual audit must be distributed to the Member Agencies.

ARTICLE VII **BUDGET & FINANCES**

SECTION 1. FISCAL YEAR. The fiscal year of TC³ shall begin May 1st and end on April 30th.

SECTION 2. BUDGET. An annual budget of proposed receipts, operating income and expenditures shall be adopted by the Board at least 60 days before the beginning of TC³'s fiscal year. Copies of the proposed annual budget must be provided to the Member Agencies by January 31 of each year. Copies of the adopted budget shall be delivered to the Member Agencies and will be made available upon request to Participating Agencies.

SECTION 3. FUNDING FORMULA. Upon approval of the annual budget, the Board shall have the authority to set cost-sharing charges for all of the Participating Agencies in

amounts sufficient to provide the funds required by the current annual budget. Such charges shall be assessed among the Participating Agencies, in a manner reflecting the quantity of services rendered as determined by the Board ("Funding Formula"). Each Participating Agency's cost share shall be approved by the Board annually and shall be based upon statistical information for the activity generated from the preceding year. The initial Funding Formula for Participant Agencies is attached hereto and incorporated herein as **Exhibit A**. The Funding Formula may be amended from time to time, but not more than on an annual basis.

SECTION 4. SPECIAL ASSESSMENTS. Participant Special Assessments may be assessed for major repairs or replacement of equipment or components thereof which are required for the operation of TC³ and for the fulfillment of the purposes of TC³, which are not identified in the current year's budget, and which such repairs or replacement exceed \$25,000.00. Upon determination by the Board that a Participant Special Assessment is required, all Participating Agencies shall be notified of the need and amount of the particular assessment not less than 30 days prior to the meeting of the Board at which the Board intends to vote on the Participant Special Assessment. The Board may determine that a Special Assessment is more appropriately borne by only certain Participating Agencies if the Special Assessment is of value only to those Agencies. Adoption of a Participant Special Assessment shall require approval by no less than a two-thirds vote of the Board and ratification by motion or resolution evidenced in writing of not less than a majority of all Participant Agencies within 30 days after the approval by the Board.

SECTION 5. BILLING. Billing of the Participating Agencies for annual charges apportioned pursuant to the Funding Formula shall commence on May 1st of each fiscal year. Invoices shall be sent to Participating Agencies on a quarterly basis thereafter. Any Participating Agency whose charges have not been paid within forty-five (45) days after billing shall be assessed interest on the delinquent payment(s) at a rate not to exceed the maximum authorized by the Bond Authorization Act, as amended, at the time the payment becomes delinquent. The agency shall not be entitled to further voting privileges on the Board of Directors or the Operations Committee nor shall any representative hold any office until such time as all delinquent payments and interest have been paid. TC³ reserves the right at the Board's discretion to withhold service from Participating Agencies who fail to pay delinquent payments in excess of three (3) months.

SECTION 6. PARTICIPATING AGENCY PAYMENTS. Each Participating Agency shall take all required actions to authorize the funds necessary to meet its obligations under these By-Laws.

ARTICLE IX **CONTRACTS & OTHER INSTRUMENTS**

SECTION 1. CONTRACTING & PURCHASING. Except as otherwise provided by resolution of the Board authorizing the execution thereof, all contracts, deeds, leases, notes, mortgages, pledges, transfers, and other written instruments binding upon TC³ for amounts involving the expenditure of or revenue to TC³ of greater than \$25,000 shall be executed by the Director and the Chairman of the Board, following written authorization of the Board. Subject to other provisions of these By-Laws or as otherwise established by resolution of the Board, the

execution of documents involving lesser amounts may be signed by the Director on behalf of TC³, provided that such amounts are included in its annual budget.

The Director shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or to meet changed situations. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved budget

SECTION 2. CONTRIBUTIONS & DISBURSEMENTS. All contributions and other funds received by TC³ shall be deposited in a special account or accounts in such banks, trust companies or other depositories as the Board may select. All disbursement shall be made under proper authority of TC³ as provided herein. All contributions, income to and disbursement of TC³ shall be recorded in appropriate books and records and such records shall be subject to examination at any reasonable time, upon request by any member of the Board. The funds of TC³ may be expended or distributed only for the purposes of TC³ described in the Intergovernmental Agreement.

ARTICLE X **WITHDRAWAL**

SECTION 1. NOTICE. Any Participating Agency may withdraw from TC³ subject to the provisions of this Article.

1. Such withdrawing Participating Agency shall give written notice of withdrawal in the form of a certified copy of an ordinance or resolution passed by its corporate authorities, a copy of which must be sent to the Director of TC³, as well as the Chairman of the Operations Committee and Chairman of the Board of Directors.
2. The refusal or declination of any Participating Agency to be bound by any obligation of TC³ shall also constitute notice of withdrawal of such Participating Agency, which withdrawal shall become effective on the 30th day after mailing of said notice.
3. Withdrawal of a Participating Agency shall also constitute withdrawal of its members to the Board of Directors and to the Operations Committee.
4. The withdrawing Participating Agency shall forfeit any and all interest, right and title to TC³ property and assets of any type whatsoever.

SECTION 2. LIABILITIES UPON WITHDRAWAL. Upon any such notice of withdrawal:

1. Withdrawal shall take effect on the date one (1) year from date of such written notification;
2. Upon withdrawal, the withdrawing Participating Agency shall continue to be responsible for:
 - a. One hundred (100%) per cent of its prorata share of any unpaid

obligations to date of withdrawal; and

- b. For any contractual obligations it has separately signed with TC³.
- d. The term "pro rata share" as used in this Article, shall mean a percentage of all the System's costs, which include but are not limited to those costs set out above.

The percentage shall be computed as defined in Article VII, for the last complete calendar year preceding the withdrawing member's effective date of withdrawal.

- 3. In addition to the above, the withdrawing Participating Agency shall be liable for all costs incurred by TC³ arising from or related to the Participating Agency's separation and withdrawal. This may include, but is not necessarily limited to any and all liabilities due and owing to TC³ as set forth above including any applicable interest fees, costs TC³ may reasonably incur to ensure the continued provision of emergency services to the withdrawing Participating Agency, which may include legal fees and court costs, and any further liabilities incurred by TC³, arising from or related to the withdrawal of the Participating Agency.

ARTICLE XI **ASSETS & LIABILITY**

SECTION 1. PSAP ASSETS. Subject to the agreement of the respective Member Agency and TC³, certain assets of Tazewell/Pekin Consolidated Communications Center ("Tazcomm"), the East Peoria Communications Center, the Morton Communications Center, and the Washington Communications Center (collectively the "Former PSAPs") may be transferred to TC³. Such transfer of assets from the former PSAPs to TC³ shall not entitle a Member Agency to a credit or offset of fees.

SECTION 2. PSAP LIABILITIES. Any liabilities and obligations of the Participating Agencies and any claims of any nature, now or hereinafter arising as a consequence of the acts or omissions of a Participating Agency's personnel in responding to, or providing emergency services, shall remain liabilities, obligations, and responsibilities of the Participating Agency. TC³ shall not assume the liabilities, obligations, debts, claims, or other indebtedness of any Participating Agency.

SECTION 3. LIABILITY INSURANCE. TC³ will obtain appropriate insurance coverages for its operations, including liability and workers' compensation insurance, and will name each Member Agency as an additional insured.

ARTICLE XII **AMENDMENTS**

These By-laws may be made, altered, amended, or repealed by not less than a two-thirds vote of the entire Board (at least eight (8) members), provided the amendment has been

submitted in writing to all members of the Board at least thirty (30) prior to amendment by the Board.

Dated this _____ day of _____, 2017

Secretary