

CITY OF OGLESBY

ORDINANCE NO. 1236-090523

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM

ADOPTED BY THE CITY COUNCIL OF THE CITY OF OGLESBY THIS 5<sup>TH</sup> DAY OF SEPTEMBER, 2023.

Published in pamphlet form by authority of the City Council of the City of Oglesby, LaSalle County, Illinois, this 6<sup>th</sup> day of September, 2023.

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF LASALLE        )

I, REBECCA CLINARD, certify that I am the duly appointed and acting municipal clerk of the City of Oglesby, LaSalle County, Illinois.

I further certify that on the 5<sup>th</sup> day of September, 2023, the corporate authorities of the above municipality passed and approved Ordinance No. 1236-090523, entitled "An Ordinance Approving and Authorizing the Execution of an Amended Intergovernmental Agreement Entered into by the City of La Salle, the City of Mendota, the City of Oglesby, and the City of Peru for the Continuation of an Intergovernmental Cooperative Venture Known as the "Illinois Valley Regional Dispatch" for the Operation and Maintenance of a Combined Dispatch and Communication System", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 1236-090523, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on the 6<sup>th</sup> day of September, 2023, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated in Oglesby, Illinois, this 6<sup>th</sup> day of September, 2023.

REBECCA CLINARD, City Clerk

SEAL

**ORDINANCE NO. 1236-090523**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY  
THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY,  
AND THE CITY OF PERU FOR THE CONTINUATION OF  
AN INTERGOVERNMENTAL COOPERATIVE VENTURE  
KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH"  
FOR THE OPERATION AND MAINTENANCE OF  
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

**WHEREAS**, in 2016, the "Illinois Valley Regional Dispatch", an Illinois public agency, (also referred to as "IVRD"), was established pursuant to the adoption of an intergovernmental agreement entitled, "INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM" (the "2016 Agreement"), for the purpose of creating, operating, maintaining and upgrading of a centralized, combined emergency services dispatch and communication system and related public safety answering point that includes 9-1-1 services and wireless E-911 services (the "Dispatch and Communication System" or "System" or the "IVRD PSAP"); and

**WHEREAS**, the City of La Salle, the City of Mendota, the City of Oglesby and the City of Peru are referred to as the "Original Members" of the IVRD; and

**WHEREAS**, from time to time, the IVRD has approved and entered into addenda to the 2016 Agreement to allow certain units of local government (e.g., cities and fire protection districts) to become an "Associate Member" of the IVRD in order to provide dispatch services to the Associate Member; and

**WHEREAS**, from time to time, the IVRD and the Original Members and the Associate Members have approved an "Updated Exhibit "A"" to the 2016 Agreement to amend the Schedule of IVRD Fees, Charges and Costs Payable by the Original Members and the Associate Members; and

**WHEREAS**, now the Board of Directors of the IVRD and the corporate authorities of the Original Members desire to approve certain amendments to the 2016 Agreement, which are contained in the "AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM" (the "2023 Agreement"), a copy of which is attached to this Ordinance as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, the proposed amendments to the 2016 Agreement consist of the following:

- A. Section 2.1 (Chair, Vice-Chair and Secretary): Rotation of representatives appointed by each community; no longer an alternating rotation between fire and police representatives.
- B. Section 6.8 (Treasurer; Appointment): Clarification that one of the eligible appointees for the Treasurer position can be a State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant as well as the

treasurer, the chief financial officer, the finance director, or any of their functional equivalents of one of the Participating Agencies.

- C. Section 7.1 (Financial and Human Resource Operation Services): Clarification that the City of Peru will no longer provide Human Resources and Payroll services to the IVRD and that such services can be performed by the Treasurer or outsourced to a third-party contractor.
- D. Section 7.1(a) (Initial 12 Month Fee): Deleted text as it is no longer applicable to the operating arrangement of the IVRD and marked this Subsection as "deleted".
- E. Section 7.2 (City of Peru Inmate Detention Area at IVRD PSAP): Deleted text as it is no longer applicable to the operating arrangement of the IVRD and marked this Subsection as "deleted".
- F. Section 9.2. (Lease of IVRD PSAP): Added two (2) sentences to confirm that the terms of the Agreement are subject to the terms of the Intergovernmental Agreement to Lease Municipal Property dated October 12, 2020, as amended by the First Amendment to Intergovernmental Agreement to Lease Municipal Property dated May 22, 2023 and, in the event of a conflict between this Agreement and the Lease Agreement, the terms of the Lease Agreement shall control.
- G. Section 9.4. (Radio Transmission Obligations): Clarification that the IVRD, the Participating Agencies and any Non-Members, at their own respective cost, are required to obtain, maintain and upgrade, as needed, their own telecommunications and radio infrastructure to transmit and receive telecommunication transmissions and radio signals between their own telecommunication systems and radio systems and the IVRD PSAP in a manner that is compatible with the telecommunication system capabilities and radio frequency transmission system ("RFTS") operated by the IVRD PSAP.
- H. Other Sections have been updated for consistency purposes.

; and

**WHEREAS**, each of the respective corporate authorities of the Original Members have approved or will approve Ordinances of similar content to this Ordinance; and

**WHEREAS**, the Corporate Authorities of the City of Oglesby, La Salle County, Illinois are authorized, under the applicable provisions of Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220) and the applicable provisions of the Emergency Telephone System Act (50 ILCS 750), and the Illinois Municipal Code (65 ILCS 5/), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code, to approve the 2023 Agreement, and the Corporate Authorities of the City of Oglesby find that it is in the City of Oglesby's best interests to authorize the approval of the attached 2023 Agreement.

**BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF OGLESBY, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: Incorporation.** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2: Approval of Amended Intergovernmental Agreement and Related Expenses.** The Corporate Authorities of the City of Oglesby, La Salle County, Illinois hereby approve the 2023 Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The Corporate Authorities also authorize and approve the appropriation and transmittal of the financial payments to the IVRD that come due under the 2023 Agreement, and further authorize and direct the City of Oglesby



Exhibit "A"

**AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY  
THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY,  
AND THE CITY OF PERU FOR THE CONTINUATION OF  
AN INTERGOVERNMENTAL COOPERATIVE VENTURE  
KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH"  
FOR THE OPERATION AND MAINTENANCE OF  
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(See attached)

**AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY  
THE CITY OF LA SALLE, THE CITY OF MENDOTA,  
THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE  
CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS  
THE "ILLINOIS VALLEY REGIONAL DISPATCH" FOR THE OPERATION  
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

**THIS AMENDED INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into, on the effective date hereinafter set forth, by the City of La Salle, an Illinois municipal corporation ("La Salle"), the City of Mendota, an Illinois municipal corporation ("Mendota"), the City of Oglesby, an Illinois municipal corporation ("Oglesby"), and the City of Peru, an Illinois municipal corporation ("Peru") (collectively referred to as the "Participating Agencies" or "Original Members"), to provide for the continuation of an intergovernmental cooperative venture known as the "**Illinois Valley Regional Dispatch**" (also referred to as "IVRD") for the operation, maintenance, and upgrade of a centralized, combined emergency services dispatch and communication system and related public safety answering point that includes 9-1-1 services and wireless E-911 services (the "System" or the "IVRD PSAP") pursuant to Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code. The initial Intergovernmental Agreement that formed the IVRD and provided for its operation was entered into by the Original Members in 2016 (the "2016 Agreement").

**RECITALS**

**WHEREAS**, by the adoption of appropriate authorizing Ordinances in December 2014, the Illinois Valley Regional Dispatch Planning Board (the "IVRD Planning Board"), a cooperative intergovernmental venture, was voluntarily established by the City of La Salle, the City of Oglesby and the City of Peru (the "Initial Members") pursuant to an intergovernmental agreement entered into by the City of La Salle, the City of Peru and the City of Oglesby in 2014, which is entitled "Intergovernmental Agreement Regarding Further Exploration and Planning Regarding Potential Creation of Illinois Valley Regional Dispatch and Emergency Services Dispatch Consolidation" (the "IGA"); and

**WHEREAS**, the general purpose of the IGA was to establish the IVRD Planning Board to explore and evaluate the feasibility of consolidation of the 9-1-1 emergency communications systems that were then operated separately by the Initial Members into the IVRD and to establish a cost sharing arrangement to pay for the evaluation and implementation of a plan to achieve consolidation. The long-term purposes of the IGA were to provide communication services for police, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the IVRD Planning Board (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of La Salle and Bureau Counties, Illinois and other geographic areas as may be served by the IVRD. A copy of the IGA is incorporated by reference into this Agreement; and

**WHEREAS**, the Initial Members previously entered into another intergovernmental agreement that authorized a study regarding assessing the potential feasibility of emergency services dispatch consolidation. Per the direction of the Initial Members, PSAP Concepts and Solutions, LLC was retained and prepared a Feasibility / Consolidation Report, dated May 2014, that assessed the viability and benefits / drawbacks of a joint dispatch center, and confirmed its viability; and

**WHEREAS**, by adoption of an Addendum to the IGA in 2015, the Bureau County Emergency Telephone System Board, a separate statutorily recognized public body of Bureau County, Illinois ("Bureau County ETSB"), and the City of Mendota were allowed to participate as equal members on the IVRD Planning Board, and Bureau County ETSB subsequently withdrew from participation on the IVRD Planning Board; and

**WHEREAS**, based on the foregoing actions, the Original Members determined there existed a need for a centralized, combined emergency services dispatch and communication system (i.e., the System), which provides for more efficient dispatch and communication capabilities within and among the Original Members and which otherwise provides for the health, safety and welfare of the residents of the Original Members. The Original Members also determined that joint action in establishing and operating the System was the most efficient and effective means to meet that need and was in the best interests of each of the Original Members and their residents; and

**WHEREAS**, pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015) and under the terms of the 2016 Agreement, the Original Members were required to reduce the number of operational public safety answering points ("PSAP") via consolidation, which lead to the closure of some of the PSAPs operated by the Original Members. Through intergovernmental cooperation, the consolidation allowed the Original Members to comply with these new regulations and offered an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Original Members for the benefit of the health, safety and welfare of their collective residents; and

**WHEREAS**, under the 2016 Agreement, the Original Members cooperatively prepared and filed a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that sought regulatory approval to operate the PSAP located at 1503 Fourth Street, Peru, Illinois ("Peru PSAP" or "IVRD PSAP"), as a consolidated dispatch center serving all of the Original Members. Once IDSP approval was granted and the other PSAP operations were terminated, the funding, operations, maintenance, upgrades and staffing of the IVRD PSAP was then governed by the IVRD in accordance with the terms of the 2016 Agreement; and

**WHEREAS**, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/) authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish, by intergovernmental agreement, a Joint Emergency Telephone System Board ("JETSAB"), provided that the local Emergency Telephone System Boards ("local ETSBs") are terminated by ordinances that rescind their establishment, authority and operational functions. The Original Members agreed to continue to operate their own local ETSBs until either the "La Salle County Joint Emergency Telephone System Board" (also referred to as "La Salle County JETSAB"; as further defined below) or the IVRD's Joint Emergency Telephone System Board ("IVRD JETSAB") was certified and authorized to operate by the IDSP or any other governmental agency with oversight jurisdiction. Once the local ETSBs were terminated, the IVRD JETSAB or the La Salle County JETSAB will assist with the funding of the operations, maintenance, upgrades and staffing of the IVRD PSAP and the System under the terms of the 2016

Agreement. The Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) also authorizes the collection of surcharges to assist with the delivery of 9-1-1 services and wireless E-911 services. While in existence, the local ETSBs of the Original Members, in their discretion, were allowed to allocate none, all or a portion of their own surcharge funds to the IVRD JETSB or the La Salle County JETSB in accordance with the terms of the 2016 Agreement. The La Salle County JETSB was created, and therefore, the IVRD JETSB was not created; and

**WHEREAS**, the Original Members also entered into an intergovernmental agreement with the City of Marseilles (“Marseilles”), the City of Ottawa (“Ottawa”), and the County of La Salle, Illinois, on behalf of the La Salle County Emergency Telephone System Board (“La Salle County ETSB”), to provide for the establishment of the intergovernmental cooperative venture known as the La Salle County JETSB. The purpose of the La Salle County JETSB was to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in the intergovernmental agreement to assist in funding the operations, maintenance, upgrades and staffing of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the participating agencies of the La Salle County JETSB. The three (3) public safety answering points that will be receiving funds from the La Salle County JETSB are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the IVRD PSAP (collectively the “PSAPS”); and

**WHEREAS**, in accordance with 50 ILCS 750/15.4, the Original Members adopted ordinances terminating the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each of the Original Members, in its own discretion, was allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or to contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Original Member owed in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Original Member’s respective PSAP; and (2) the termination of the local ETSBs was effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”) or the creation of the IVRD JETSB and the regulatory approval of the IVRD JETSB by the State 9-1-1 Administrator.; and

**WHEREAS**, the 2016 Agreement recognized and provided for the funding sources and cost sharing obligations of the Original Members for the IVRD PSAP. This funding arrangement was necessary in the event the La Salle County JETSB was not created, or, even if it was created, because the Original Members understood that the La Salle County JETSB will receive and allocate ETSB funds to the three above referenced PSAPS, but will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB would not govern or direct the operations or



employ the personnel of the PSAPS. The La Salle County JETSB and its intergovernmental agreement did not establish a centralized, combined emergency dispatch and communication system, as the PSAPS remained independently owned, staffed and operated, and each PSAP owner remained solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those participating agencies within its respective service territory. Each PSAP owner remained solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB was inadequate to provide a full level of funding for such activities; and

**WHEREAS**, from time to time, the IVRD has approved and entered into addenda to the 2016 Agreement to allow certain units of local government (e.g., cities and fire protection districts) to become an "Associate Member" of the IVRD in order to provide dispatch services to the Associate Member; and

**WHEREAS**, from time to time, the IVRD and the Original Members and the Associate Members have approved an "Updated Exhibit "A" to the 2016 Agreement to amend the Schedule of IVRD Fees, Charges and Costs Payable by the Original Members and the Associate Members; and

**WHEREAS**, in 2023, the respective Corporate Authorities of the Original Members approved certain amendments to Sections 2.1 (Chair, Vice-Chair and Secretary), 6.8 (Treasurer; Appointment), 7.1 (Financial and Human Resource Operation Services) and other Sections of the 2016 Agreement related to changes in administrative matters and other text updates for consistency purposes, which resulted in the replacement of the 2016 Agreement by this "AMENDED INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CITY OF LA SALLE, THE CITY OF MENDOTA, THE CITY OF OGLESBY, AND THE CITY OF PERU FOR THE CONTINUATION OF AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "ILLINOIS VALLEY REGIONAL DISPATCH" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM"; and

**WHEREAS**, Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Constitution of the State of Illinois and Chapter 220/ of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

**WHEREAS**, the respective Corporate Authorities of the Original Members have authorized and directed the execution of this Agreement.

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

## **ARTICLE I ILLINOIS VALLEY REGIONAL DISPATCH ESTABLISHED**

**1.0. Creation; Purpose; Incorporation of Recitals; Membership.** With the approval of the 2016 Agreement, the Participating Agencies have established an intergovernmental cooperative venture known as the "Illinois Valley Regional Dispatch" ("IVRD") for the operation, maintenance and upgrade of a centralized, combined emergency services dispatch and communication system (the "System" or "IVRD PSAP"), for the purpose of administering the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this Agreement to provide 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 within the service territories of the Participating Agencies; (2) the operation, maintenance, replacement, upgrades and staffing of the IVRD PSAP; and (3) the implementation of this Agreement.

**1.1. Legal Status.** The IVRD and the joint emergency telephone system board (i.e., the "IVRD JETSB") created under the 2016 Agreement shall be considered a "public safety agency" as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02).

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

**1.3. Effective Date.** The Effective Date of the 2016 Agreement was June 20, 2016. This Agreement shall be effective after at least two (2) of the Participating Agencies have properly and legally passed, approved and published in pamphlet form an ordinance, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. The Agreement shall be binding only on those Participating Agencies that adopt the approving ordinance and execute this Agreement. **This Agreement shall be binding on all of the Participating Agencies that have passed and approved an authorizing ordinance necessary to approve of this Agreement and shall only be terminated in accordance with Article X (Withdrawal, Termination and Dissolution) of this Agreement. If a Participating Agency decides to not approve this Agreement, then its termination and withdrawal from the IVRD and the 2016 Agreement shall occur in accordance with Article X (Withdrawal, Termination and Dissolution) of the 2016 Agreement.**

**1.4. Membership.**

**1.4.1. Members.** The Cities of La Salle, Mendota, Oglesby and Peru are the Original Members of the IVRD. Additional members may be admitted to the IVRD pursuant to approval by a **majority vote** of the Board of Directors (the "Board") (defined below), and, upon such admission, a new Member shall be referred to as an "Associate Member" (defined below) and have those rights as set forth in this Agreement, as amended, any addendum or any participation agreements that the Board approves with the Associate Member. As used in this Agreement, the terms "Member" or "Participating Agencies" shall refer to both Original Members and Associate Members. In the event that legislation changes the corporate name or composition of any Member, the Member's successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

**1.4.2. Termination of Local ETSBS.** Per Section 15.4(e) of the Act (50 ILCS 750/15.4(e)), the Participating Agencies have adopted ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Agency, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB (or the IVRD JETSB) and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Agency owes in regard to membership in the La Salle County

JETSB (or the IVRD JETSB); and (2) the termination of the local ETSBS will be effective only upon the creation of the La Salle County JETSB (or the IVRD JETSB) and the regulatory approval of the La Salle County JETSB (or the IVRD JETSB) by the State 9-1-1 Administrator. Once certified, the La Salle County JETSB (or the IVRD JETSB) shall authorize, by adoption of the required resolution(s), the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws, and will expend each Participating Agency's local ETSB funds, on behalf of the Participating Agency, consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB'S (or the IVRD JETSB) Emergency Telephone System Fund and the La Salle County JETSB'S (or the IVRD JETSB) Wireless Emergency Telephone System Fund for use by the La Salle County JETSB (or the IVRD JETSB) for allowable purposes under applicable laws.

**1.4.3. Funding.** This Agreement recognizes and provides for the funding sources and cost sharing obligations of the Participating Agencies for the IVRD PSAP. This funding arrangement is necessary in the event the La Salle County JETSB is not created, or, if even it is created, because the Participating Agencies understand that because the La Salle County JETSB will receive and allocate ETSB funds to the three above referenced PSAPS, but the La Salle County JETSB will not fully fund the operations, maintenance, upgrades and staffing of each of the PSAPS. The IVRD, as the owner of the IVRD PSAP, shall be solely responsible to fully fund the operations, maintenance, upgrades and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB (or the ETSB Funds received from the IVRD JETSB, if created) will not be adequate to provide a full level of funding for such activities.

**1.4.4. Delivery of Services to Non-Members.** Subject to a **majority vote** by the Board approving a service agreement to compensate the IVRD for the provision of certain Services, the IVRD may, but is not obligated to, provide certain fire, EMS, Law Enforcement communication, and other contractual services to non-Members.

**1.4.5. Non-Refundable Capital and Operating Participation Fee.** As a condition of membership, each Member shall be responsible for paying to the IVRD a "Non-Refundable Capital and Operating Participation Fee" as defined below.

**1.4.6. Associate Members; Eligibility.** All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join the IVRD as Associate Members, subject to the provisions of this Agreement, as amended.

**1.4.7. Approval of Associate Members.** Upon approval as required herein, an Associate Member shall have the limited rights and obligations set forth under this Agreement, as amended, and any addendum. Approval of an Associate Member shall be contingent upon each of the following:

1. Execution of an Addendum to this Agreement.
2. Delivery to the IVRD of a certified copy of a duly enacted ordinance, in proper form, authorizing and directing execution of the Addendum to this Agreement, and further

agreeing to be bound by the Addendum and this Agreement and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the IVRD.

3. Payment to the IVRD of the "Non-refundable Capital and Operating Participation Fee", a prorated Annual Services Fee, and any other fees, as determined by the Board based on information provided by the Treasurer or any IVRD financial consultant. If necessary, the new Member shall pay additional Capital Costs needed by the IVRD or the new Member to update the equipment and facilities to allow for the service of the new Member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Treasurer or the IVRD's financial consultant. The amount of any additional Capital Costs received shall be credited to those Participating Agencies that incurred the Capital Costs in accordance with this Agreement or contributed towards items in the Capital Budget and/or the Operating Budget, or paid into the Capital Equipment Fund or the Reserve Fund in allocations as determined by the Board.
4. Timely payment of all required fees or amounts as may be determined by the Board consistent with the provisions of this Agreement.
5. The Board's determination that the IVRD can adequately serve the new Associate Member without diminishing the ability of the IVRD to continue to serve its existing Members and Non-Members.
6. Approval by a **majority vote** of the Board holding office.

**1.5. Definitions.** The following terms shall be defined as follows:

**Annual Budget means:** The Budget adopted annually that provides for the annual operations, maintenance and capital needs of IVRD to operate the IVRD PSAP and the System, and includes the Capital Budget and the Operating Budget.

**Operating Costs means:** Costs relating to the operations of the IVRD PSAP and the IVRD, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

**Annual Service Fees means:** Annual (or periodic) fees, determined by the Board, payable by each Member to pay for the annual operations, maintenance, upgrades and capital needs of the IVRD as a condition of the Member's continued participation in the IVRD and continued receipt of the Services.

**Associate Member means:** A Member who is not part of the Original Members, is not eligible to serve on the Board, and who is admitted to participate in and receive some or all of the Services of the IVRD under a participation agreement or an addendum to this Agreement that has been approved by the Associate Member and the Board in accordance with this Agreement. The Associate Member shall have those rights as set forth in this Agreement, any addendum or any participation agreements that the Board approves with the Associate Member.

**Non-Member means:** Any county, municipality, fire protection district, other unit of local government and/or public safety agency who may receive some type of Services from the IVRD pursuant to a service agreement that has been approved by the Non-Member and the Board in accordance with this Agreement.

**By-Laws means:** A set of rules that may be prepared to assist with the governance and operation of the IVRD and its Board, the Executive Director, the Fire / EMS Operations Committee and the Law Enforcement Committee, other committees or subcommittees. The Board may approve any By-Laws or amendments thereto.

**Capital Budget means:** The portion of the Annual Budget that provides for the annual capital needs of the IVRD to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the IVRD dispatch operations and personnel.

**Capital Equipment Fund means:** The bank account that holds funds for the purpose of purchasing or acquiring capital equipment for use by the IVRD.

**Capital Costs means:** Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the IVRD dispatch operations and personnel.

**Dispatch and Communication System ("System") means:** A centralized, combined emergency services dispatch and communication system.

**Dispatch Services means:** The receiving of communications requesting emergency management services and police protection/fire protection/emergency medical and ambulance services by IVRD dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

**Emergency Telephone System Fund means:** The separate interest-bearing bank account(s) that the IVRD shall maintain to receive surcharge monies paid to it by the State of Illinois or the La Salle County JETSB (or the IVRD JETSB), who collects such surcharge funds on behalf of the Participating Agencies. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/), as amended.

**Grant Funds means:** The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB (or the IVRD JETSB), any Participating Agencies or the IVRD PSAP that is covered by this Agreement. The IVRD may apply for any grant funds in furtherance of the objectives of this Agreement.

**Local ETSB Reserves means:** The monies held by each Participating Agency's local ETSB in accordance with the applicable sections of the Act and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB (or the IVRD JETSB) and then forwarded to the IVRD to support the IVRD and the IVRD PSAP. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

**Member means:** See definition of Participating Agency below.

**Original Members means:** See members listed above on Page 1.

**Non-Refundable Capital and Operating Participation Fee means:** The Fee payable by each Participating Agency as a condition of membership in the IVRD that covers a portion of the **Capital Costs** incurred in the establishment of the IVRD and a portion of the ongoing **Operating Costs** of the IVRD that the new Associate Member is obligated to contribute towards, and, if necessary, the payment of additional **Capital Costs** needed to update, expand or modify the hardware and/or software, equipment and facilities to allow the IVRD to provide Services to the new Associate Member and not diminish the existing service level of the other Members and any

Non-Members. This Fee shall be determined by the Board and shall be based on information provided by the IVRD's financial consultant. Each new Associate Member shall pay a proportionate share of the normal, continuing operating expenses of the System as well as its proportionate share of any special assessment relating to the System or the IVRD, which may be approved by the Board. For the Original Members, this Fee shall consist of the initial contributions by each to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

**Participating Agency (or Participating Agencies) means:** Any municipality, fire protection district or unit of local government that agrees to participate in the IVRD by approving this Agreement or an Addendum to this Agreement, and has been accepted and authorized to participate in the IVRD in accordance with the terms of this Agreement and any addendum. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes.

**Operating Budget means:** The portion of the Annual Budget that provides for the annual operating needs and expenses of the IVRD to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.

**Operating Costs means:** Any costs incurred by the IVRD related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.

**Start-Up Budget means:** A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative, capital and operational costs of the IVRD and the IVRD PSAP during its first fiscal year.

**Supplemental Fee means:** A special Fee, as determined by the Board and payable by the Members, that is necessary to fund certain anticipated and/or unanticipated expenses, debts or liabilities (e.g., a loan or the IVRD's matching portion of a grant) of the IVRD. All Members shall be obligated to timely pay any supplemental fees assessed by the IVRD as determined by the Board.

**Recapture Fee means:** The fee, determined by the Board, based on information provided by IVRD's financial consultant, that shall be paid by any withdrawing or terminated Participating Agency or Associate Members to reimburse the other Participating Agencies or Associate Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the IVRD, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the IVRD. These Capital Costs include, but are not limited to, any type of IVRD-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency or Associate Member that were used by the IVRD or Capital Equipment incorporated into the buildings or structures that were part of the IVRD's System and those improvements will no longer be available to the IVRD or the other Participating Agencies after the Participating Agency or Associate Member withdraws from or terminates its participation in the IVRD, or upon dissolution of the IVRD or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies or Associate Members who would be obligated to pay part of the existing, on-going financial obligations of the IVRD, who have received certain services but not paid their fair share, who have their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of IVRD, and then, upon withdrawal from or dissolution of the IVRD or termination of this Agreement, those Participating Agencies or Associate Members

retain the value of such improvements.

**Reserve Fund means:** The monies retained in a bank account by the IVRD that equals a certain percentage of the typical annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operations, maintenance, upgrade and capital needs, and other lawful purposes of the IVRD in emergency or special circumstances. As part of its fiscal policies, the Board, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Treasurer or any IVRD financial consultant or the IVRD'S auditor.

**Wireless Service Emergency Fund means:** The separate interest-bearing bank account(s) that the IVRD shall maintain to receive surcharge monies paid to it by the State of Illinois or the La Salle County JETSB (or the IVRD JETSB), who collects such surcharge funds on behalf of the Participating Agencies. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) and the Emergency System Telephone Act (50 ILCS 750/), as amended.

## ARTICLE II BOARD OF DIRECTORS

**2.0. Composition.** Management of the IVRD shall be vested in the Board of Directors (the "Board"), consisting of the following representatives selected from each of the Original Members:

- a. One (1) elected official (e.g., Mayor or Alderman), or his/her designee.
- b. One (1) appointed officer or employee (e.g., City Manager / Administrator or Finance Director), or his/her designee.
- b. One (1) Law Enforcement Chief, or his/her designee.
- c. One (1) Fire / EMS Chief, or his/her designee.

The eligible designees shall be designated for each respective Original Member, in writing, by each of the Original Members. One (1) representative from each Associate Member and each Non-Member may attend meetings of the Board and may participate in the meetings, as permitted by the Chair, but representatives of the Associate Members shall not be eligible to serve on the Board and shall not have a vote on matters that come before the Board.

**If any member of the Board fails to retain the status necessary to serve on behalf of the Member that he/she represents, then the Member shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.**

**2.1 Chair, Vice-Chair and Secretary.** Based on the rotation provided for below, the Board shall, at its initial meeting and subsequent annual meetings, appoint one (1) of its members to serve as the Chair, whose term shall run for two (2) years or until a successor is appointed. At its initial annual meeting and subsequent annual meetings, the Board shall also appoint one (1) of its members to serve as the Vice-Chair, whose term shall run for two (2) years or until a successor is appointed. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and under this Agreement. In the absence of the Chair or in the event the Chair is unable or unavailable to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair

at a meeting, the Board shall elect a Chair pro-tem to undertake the duties of the Chair for that particular meeting. Each Participating Agency shall designate its representative(s) to fill these positions.

**2.1.1.** One (1) representative from the below-listed Original Members shall serve as Chair on a rotating, two (2) year term basis, in the following order:

1st Chair appointment (years one and two*)	Peru
2nd Chair appointment (years three and four)	La Salle
3rd Chair appointment (years five and six)	Mendota
4th Chair appointment (years seven and eight)	Oglesby
5th Chair appointment (years nine and ten)	Peru

**2.1.2.** One (1) representative from the below-listed Original Members shall serve as Vice-Chair on a rotating, two (2) year term basis, in the following order:

1st Chair appointment (years one and two*)	La Salle
2nd Chair appointment (years three and four)	Mendota
3rd Chair appointment (years five and six)	Oglesby
4th Chair appointment (years seven and eight)	Peru
5th Chair appointment (years nine and ten)	La Salle

\*The initial term of the Chair and the Vice-Chair shall include the first partial fiscal year of operation and then two (2) consecutive fiscal years thereafter. If a representative(s) of a Original Member declines to serve as Chair or Vice-Chair, then the representative(s) of the next Original Member in the above rotation shall serve in that capacity for the two (2) year term. Representatives from the same Original Member shall not serve at the same time as Chair and Vice-Chair, and the Board shall make the necessary appointment(s) to maintain the separation and alternating terms among the Original Members, as provided for above.

**2.1.3. Secretary:** The Secretary to the Board shall be selected by the Board and shall:

- a. Take and keep the minutes of the Board meetings.
- b. See that all notices are duly given in accordance with applicable laws, including the Open Meetings Act (5 ILCS 120/) (the "OMA").
- c. Be custodian of the records of the IVRD and perform all customary duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board.
- d. Serve as one of the designated Freedom of Information Officers for the IVRD.
- e. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

**2.1.4. Duties of the Chair:**

- a. The Chair shall:
  - i. Oversee all business and affairs of the IVRD and preside over the meetings of the Board.
  - ii. Execute any documents as authorized by the Board.
  - iii. Perform all duties incidental to the office of Chair, and those that may be



prescribed by the Board.

- iv. From time to time, call for the creation of such committees and subcommittees as may be needed to assist the Board with its duties and appoint members of the Board or other representatives of the Members to serve on each committee or subcommittee as members or liaisons.
  - v. Serve as a liaison between the Board and the Executive Director (if appointed).
  - vi. Recommend to the Board the annual salary and employment benefits of the Executive Director (if appointed).
  - vii. Meet with the Executive Director (if appointed) and the Vice-Chair to deliver an annual performance evaluation and report of the Executive Director (if appointed) as prepared by the Board. The Chair shall report on the outcome of the annual performance evaluation to the Board at the next available meeting.
  - viii. Perform the duties of the Executive Director per Article V (Executive Director) below, whenever the Executive Director position is not filled.
- b. The Vice-Chair shall:
- i. Perform the duties of the Chair when the Chair is absent or unable or unavailable to act.

## 2.2. Meetings of the Board of Directors.

- a. All regular and special meetings of the Board or any subcommittee of the IVRD shall comply with the applicable provisions of the OMA, as amended from time to time. Notices of and agendas for any regular, emergency, special meeting and closed (executive session) meeting shall be posted in accordance with the OMA.
- b. The regular meetings of the Board shall be held on the second Tuesday of each month. The Secretary, or his/her designee, shall cause notice of all meetings, including an agenda, to be posted at the **IVRD's Principal Office (Address: City of Peru Municipal Building, 1901 4<sup>th</sup> Street, Peru, Illinois)** and at the actual location of the meeting (if different than the IVRD's Principal Office), and shall cause the notice to be delivered or electronically mailed (a) to each member of the Board at least forty-eight (48) hours before the meeting and (b) to members of the media requesting same. The business of the meeting shall not be limited to the agenda, but no action shall be taken on any item which is not listed on the agenda of the meeting posted in accordance with the OMA.
- c. Special meetings of the Board may be called by the Chair, by a majority of a quorum of the Board, by the Board on its own motion, or by the Executive Director (if appointed) upon written request, provided that at least forty-eight (48) hours prior written notice of the special meeting, specifying the time, date and location of the meeting, shall be given to each Board member and an agenda specifying the agenda item(s) of such special meeting shall accompany such notice. The date, time and location of a special meeting shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be delivered or electronically mailed to each member of the Board and members of the media requesting same at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered and acted upon at the meeting.
- d. Emergency meetings. In the event of a bona fide emergency, notice of an emergency meeting shall be given to each member of the Board and members of the media requesting same as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances as required by the OMA.
- e. Rules of Procedure. Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

f. Compensation; Reimbursement for Business Expenses. No member of the Board shall receive any salary or compensation from the IVRD for serving as a Board member or on any subcommittee, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

**2.3. Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business at a meeting of the Board. If less than a majority of the Board is present at a meeting, the Board members present may adjourn the meeting without further notice.

**2.4. Voting Requirements.**

- a. Each Board of Director, or his/her designee, shall be entitled to cast one (1) vote on each matter before the Board for action.
- b. No proxy or absentee votes shall be allowed, except that a member of the Board may participate and vote during a meeting if he or she is eligible to attend the meeting via electronic attendance and complies with the electronic participation rules below.

**2.5. Electronic Participation In Meetings.** In accordance with the OMA, members of the Board, the Fire / EMS Operations Committee (defined below), the Law Enforcement Operations Committee (defined below) and any subcommittee may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

**2.5.1. Rules and Procedures.**

- a. Definitions. The definitions of the terms "meeting," "public body," "other means," "quorum" or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.
- b. OMA Compliance. The Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee shall comply with all of the applicable requirements of the OMA, as amended.
- c. Quorum. The Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the actual location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
- d. Meeting Minutes. Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
- e. Electronic Attendance and Participation. Provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee may attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:
  - i. personal illness or disability; or

- ii. employment purposes or the business of the public body; or
- iii. a family emergency or other emergency.

Where a member of the Board, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee, other committee or any subcommittee is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after the convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

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

**2.6. Powers of the Board of Directors.** The Board shall have all powers, express and implied, not inconsistent with or contrary to the laws of Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), or any other applicable laws or regulations or this Agreement or the By-Laws, that are necessary for it to carry out the purpose of the IVRD as stated in this Agreement, including the following:

- A. To enter into contracts in its own name, including contracts for performance of the Services to other public agencies, provided that such contracts are within the amounts in the annual budget, as amended.
- B. To employ employees and professional service consultants.
- C. To acquire, accept contributions, lease, hold and dispose of property, both real and personal, subject to the approval of the Board.
- D. To incur debts, liabilities or obligations necessary for the accomplishment of its purpose which are within the amounts in the annual budget, as amended; and to sue or be sued to enforce its contracts, liabilities and the duties owed it.
- E. To purchase or lease necessary equipment.
- F. To employ necessary personnel for the operation and maintenance of the System so that it is adequately designed to handle citizens' calls for law enforcement, fire and emergency medical services as well as the dispatch of Members' response units.
- G. To add additional counties, municipalities, fire protection districts, other units of local government and/or public safety agencies to the IVRD, subject to the approval of the Board.

**2.6.1. Duties of the Board of Directors.** The Board shall:

- a. Determine and approve general policies of the IVRD.
- b. Adopt the Annual Budget of the IVRD.
- c. Determine the number of employees and approve job descriptions of persons employed on behalf of the IVRD, as recommended by the Executive Director (if appointed). All employees will be employees of the IVRD for insurance, retirement plan or other related purposes; however,

the hiring, promotion, demotion, discipline and discharge of employees shall be under the exclusive control of either the Executive Director (if appointed) or the Board.

- d. Appoint and remove the Executive Director (if appointed).
- e. Set the salary and employment benefits of the Executive Director (if appointed) and all IVRD employees.
- f. Ensure that the IVRD hires a certified accountant or a certified financial auditing firm as auditor, to perform all required annual audits of IVRD's financial affairs and to prepare all annual audit reports for approval by the Board.
- g. Review and approve the annual financial audit(s) of the IVRD.
- h. Designate the officers (Chair, Vice-Chair, Secretary, Treasurer) and the Executive Director (if appointed) who are authorized to execute and deliver contracts or any other instrument in the IVRD's name and on its behalf in the furtherance of its purpose. This authority may be general or limited to specific transactions or types of transactions. The officers (Chair, Vice-Chair, Secretary, Treasurer) and the Executive Director (if appointed) shall execute all documents required to evidence the authority to sign orders of payment of money, and notes or other orders of payment of money, and execute all documents required to evidence the authority of the officer(s) or agents. The Chair, Vice-Chair and Secretary shall be generally authorized to execute and deliver contracts or any other instrument in the IVRD's name and on its behalf in the furtherance of its purpose. The Executive Director (if appointed) shall execute contracts and other instruments in the IVRD's name only upon authorization of the Board, unless the value of the contract is within the Executive Director's (if appointed) spending authority.
- i. Adopt and review any By-Laws or other internal policies and procedures to govern the IVRD or the deliberations and proceedings of the Board, any committee or subcommittee.
- j. Approve new Members and expel existing Members in accordance with established procedures in this Agreement.
- k. Ensure that decisions concerning development, operation, upgrades and cost sharing, expenditure approval, personnel and equipment utilization are consistent with the purpose of the IVRD, the policies established by the Board and the limits fixed by the approved budget.
- l. Review and approve, from time to time as necessary, the IVRD's personnel manual.
- m. Complete annual performance evaluations of the Executive Director (if appointed) and other IRVD employees (as applicable).
- n. Review and provide comments on the draft Annual Budget prepared by the Executive Director (if appointed) and take action to approve a final version of the Annual Budget before the start of each subsequent fiscal year.
- o. Review and approve a Capital Budget for the implementation and operation of the System and five-year projections of capital equipment needs and anticipated costs and operating costs.
- p. Authorize budget amendments and the transfer of IVRD funds within the total budget or between budgeted line items to meet unanticipated needs or to meet changed conditions.
- q. Subject to the policies determined by the Board, enter into contracts, licenses or leases, or other similar arrangements, with other counties, municipalities, fire protection districts, units of local government and/or public safety agencies, private or public corporations, associations, entities and persons as authorized in the Illinois Intergovernmental Cooperation Act for any public purpose, including their use of the IVRD's facilities, equipment and services and to establish appropriate fees and charges therefore. No contract or other obligation of the IVRD shall be binding on the IVRD, unless it is reduced to writing and is approved by the Board at an open meeting and listed on an agenda as an action item.

- r. Conduct and approve long-term planning for capital improvements, operational needs and multi-year expenditures.
- s. Review the facility operations, financial reports and the Executive Director's (if appointed) or the Treasurer's periodic and annual reports.
- t. Review and declare as "surplus" and approve the disposal of such surplus personal property and real property as determined by the Board in accordance with applicable Illinois laws.
- u. Allow the Executive Director (if appointed) or the Treasurer to pay all bills in a timely manner and submit a warrant list and checks to the Board for approval and signatures at monthly meetings.
- v. Assist the IVRD from time to time in lobbying legislators (State and Federal) and/or State or Federal Agencies on issues affecting public safety, in particular emergency dispatching and communications systems and airwaves (Federal Communications Commission).
- w. Approve all contracts with third parties (e.g., vendors, insurers, employee benefits providers, suppliers, utilities, independent contractors, consultants, professional service providers and other units of local government and governmental entities and agencies), including the hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/.
- x. Authorize public works projects and the purchase of equipment and supplies pursuant to the applicable public bidding provisions of Illinois law.
- y. Approve the use of the Surcharge Funds and Wireless Surcharge Funds in accordance with the Annual Budget and applicable law.
- z. Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth in applicable State or Federal law, which are not otherwise prohibited by applicable law.
- aa. Create and provide direction to committees and subcommittees, as needed.
- bb. May create one or more management positions, as needed.

**2.7. By-Laws.** See definition of By-Laws above. A set of By-Laws may be prepared and approved by the Board, which will provide additional direction and detail in regard to the governance of the IVRD, the IVRD PSAP and the IVRD JETSB (if created). If adopted, the By-Laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-Laws being placed on file with the Secretary.

**2.8. Prohibited Actions.** The IVRD shall not have the power of eminent domain or the power to levy taxes.

**2.9. Committees.** The Board is authorized to create and provide direction to committees and subcommittees, as needed.

- a. The Board has established a Fire / EMS Operations Committee and a Law Enforcement Committee to assist with the governance and operations of the IVRD. The composition, authority, activities, duties and governance of the Fire / EMS Operations Committee and the Law Enforcement Committee are set forth below.

**2.9.1. Fire / EMS Operations Committee and Law Enforcement Operations Committee**

- 1. **Composition:**

- a. The Fire / EMS Operations Committee shall consist of the Executive Director (if appointed) and one (1) representative from the Fire / EMS Department of each Original Member and Associate Member. Each Member shall designate, in writing, one (1) alternate from its Fire / EMS Department to serve in the absence of the primary representative. Only one (1) representative from each Member shall be entitled to vote at each meeting of the Fire / EMS Operations Committee. The Executive Director shall serve as Chair of the Committee (if appointed); otherwise, the Committee shall select a Chair from its members on an annual basis.
- b. The Law Enforcement Operations Committee shall consist of the Executive Director (if appointed) and one (1) representative from the Law Enforcement Department of each Member. Each Member shall designate, in writing, one (1) alternate from its Law Enforcement Department to serve in the absence of the primary representative. Only one (1) representative from each Member shall be entitled to vote at each meeting of the Law Enforcement Operations Committee. The Executive Director shall serve as Chair of the Committee (if appointed); otherwise, the Committee shall select a Chair from its members on an annual basis.
- c. On an annual basis, the Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall each select their own Vice-Chair, who shall serve as Acting Chair when the Executive Director (if appointed) or Chair is absent from a meeting.
- d. Each Member shall designate its Law Enforcement Department and Fire / EMS Department representatives and one (1) set of alternate representatives, in a written communication from the chief elected official or the chief administrative officer of the Member, and forward said communication to the Board, the Executive Director (if appointed) or Committee Chair. The designated public safety representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above.
- e. No member of the Fire / EMS Operations Committee or the Law Enforcement Operations Committee shall receive any compensation for serving on those Committees, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on those Committees.
- f. If any member of the Fire / EMS Operations Committee and the Law Enforcement Operations Committee fails to retain the status necessary to serve on behalf of the Member that he/she represents, then the Member shall inform the Board and the Chair of the respective Fire / EMS Operations Committee and the Law Enforcement Operations Committee of this fact and designate an otherwise qualified representative to serve on the respective Committee, until a successor is duly appointed and qualified.

2. **Meetings:**

- a. The Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall meet on a quarterly basis, or more frequently, if requested by the Executive Director (if appointed) or the Committee Chair. Each December, the Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting. The Executive Director (if appointed), or his/her designee, or a person appointed by the Committee Chair shall also serve as Secretary to the Fire / EMS Operations Committee and the Law Enforcement Operations Committee, and shall perform the same secretarial duties as required for the Board.

- b. Notice of the regular meetings, including an agenda, shall be delivered or electronically mailed: (a) to each Committee member at least forty-eight (48) hours prior to the meeting, and (b) to all media requesting same.
- c. Special meetings may be held at the request of the Executive Director (if appointed) or any Committee member or the Board, with at least forty-eight (48) hours' notice given. In the event of a bona fide emergency, notice of an emergency meeting shall be given as soon as practicable, in a manner that is reasonably calculated to provide actual notice under the circumstances.
- d. All notices of regular, special, closed (executive session) and emergency meetings and agendas therefor shall be prepared, posted and distributed by the Committee Chair or the Executive Director (if appointed), or his/her designee, in accordance with the OMA, as amended from time to time.
- e. A quorum for the transaction of all Committee business shall consist of a majority of Committee members.
- f. Robert's Rules of Order shall govern the conduct of all Committee meetings, until the respective Committees establish their own rules of proceeding.
- g. Disputes. Any disputes or complaints regarding matters that come before the Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall be resolved by the Executive Director (if appointed) or the Committee Chair, in his/her discretion. If the dispute or complaint involves a matter that has the potential to lead to liability for the IVRD or represents a major change to the day-to-day operations of the IVRD, the Executive Director (if appointed) or the Chair of the Board shall resolve the dispute or complaint, after input from the Board.

3. **Voting:**

- a. A simple majority vote of the Committee members attending a meeting is required for either Committee to take final action on a matter or to provide direction on a matter.
- b. No proxy or absentee votes are allowed, except that a Committee member may participate and vote during a meeting if he or she is eligible to attend the meeting via electronic attendance and complies with the electronic participation rules above.

4. **Duties:** The Fire / EMS Operations Committee and the Law Enforcement Operations Committee shall provide recommendations to the Board and shall:

- a. Be the point of participation for each Member's Law Enforcement Department or Fire / EMS Department representatives to discuss with the Executive Director (if appointed) and other Committee members budgetary, operations, personnel, training and other procedural concerns or matters.
- b. Serve as a liaison to the Executive Director (if appointed) or the Board in the coordination and preparation of budgetary matters and unified operations, personnel and training procedures.
- c. Be a resource for the Board in researching budgetary matters, operations, personnel and training matters, and special topics of interest.
- d. Forward complaints or compliments concerning the operation of the IVRD to the Executive Director (if appointed) or the Chair of the Board, or his/her designee, from the Members or any Member.

**2.10. Resignation and Removal For Non-Attendance or Non-Cooperation.**

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

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

### ARTICLE III IVRD JOINT EMERGENCY TELEPHONE SYSTEM BOARD

**3.0. Establishment.** The IVRD's Joint Emergency Telephone System Board ("IVRD JETSB") shall only be created in the event that the Participating Agencies do not create the La Salle County JETSB, in which case this Agreement shall be amended to update this Article. The Corporate Authorities of the Participating Agencies shall approve the amendments to this Article by an addendum to this Agreement.

**3.1. Composition. Reserved.**

**3.2. Chair, Vice-Chair and Secretary. Reserved.**



- 3.3. Meetings of the Board. Reserved.**
- 3.4. Quorum. Reserved.**
- 3.5. Voting Requirements. Reserved.**
- 3.6. Electronic Participation in Meetings. Reserved.**
- 3.7. Powers and Duties. Reserved.**
- 3.8. Prohibited Actions. Reserved.**

**ARTICLE IV  
PUBLIC SAFETY ANSWERING POINTS**

**4.0. Consolidation of PSAPS.**

4.1. Upon approval of this Agreement, and the certification and approval by the State 9-1-1 Administrator, of either a PSAP consolidation plan submitted by the La Salle County JETSB or a PSAP consolidation plan submitted by the IVRD, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan with a closure schedule for the PSAPs as mutually agreed upon by the PSAP owners/operators or as set by the IDSP:

- 1. La Salle PSAP
- 2. Mendota PSAP
- 3. Oglesby PSAP

4.2. The IVRD PSAP will continue to be operated, maintained, updated and staffed by the IVRD and will receive certain allocations of surcharge funds in accordance with the IGA of the La Salle County JETSB and/or this Agreement.

4.3. The service territory of the IVRD PSAP shall be the areas currently served by the each respective Participating Agency as of the Effective Date of this Agreement.

4.4. The IVRD PSAP will not expand its 9-1-1 dispatch service territory without first providing written notice of an intent to expand its 9-1-1 dispatch service territory and obtaining the approval of the State 9-1-1 Administrator and the La Salle County JETSB (if created). The expansion of service territory that requires adding one or more additional unit of local government to the La Salle County JETSB or to the IVRD will require, at a minimum: (a) new Member approval by the La Salle County JETSB and/or the IVRD, and approval of addenda, (b) re-allocation and re-calculation of the "per capita" formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new Member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.5. The IVRD PSAP may expand its non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB, but such action requires approval of the Board.

**ARTICLE V**

## EXECUTIVE DIRECTOR

- 5.0. Creation of Position.** The Board may hire a part-time or full-time Executive Director who shall:
- a. Serve as the administrative head of the IVRD.
  - b. Be directly responsible to the Board for the day-to-day administration operations of the IVRD.
  - c. Report directly to the Board.
  - d. Serve as Chair of the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and coordinate the activities of those Committees.
  - e. Be an "at-will" employee, who is appointed by and serves at the pleasure of the Board.
  - f. Be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth.
  - g. For day-to-day issues and questions, the Executive Director shall consult first with the Chair of the Board; if the Chair is not available, then he/she shall consult with the Vice-Chair. For operational issues, the Executive Director shall consult with the Vice-Chair of the Fire / EMS Operations Committee or the Vice-Chair of the Law Enforcement Operations Committee, as appropriate.
- 5.1. Eligibility.** No person shall be appointed as the Executive Director while that person is an elected official or officer of a Member.
- 5.2. Powers and Duties.** The Executive Director shall:
- a. Attend all meetings of the Board and serve as Secretary, unless excused from attendance by the Chair or Vice-Chair.
  - b. Attend all meetings and serve as Chair of the Fire / EMS Operations Committee and the Law Enforcement Operations Committee, unless absent due to performance of his/her job duties or permitted employment leave.
  - c. Have the right to take part in the discussion of all matters coming before the Board, but shall have no voting rights.
  - d. Have the right to take part in the discussion of all matters coming before the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and shall have voting rights.
  - e. Prepare agendas, and post and arrange for delivery of meeting notices and agendas of all emergency, regular and special meetings of the Board and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and any subcommittees.
  - f. Appoint, evaluate, promote, demote or terminate employees of the IVRD, in his/her sole discretion, and in accordance with the financial constraints of the approved Annual Budget and the personnel policies, procedures, and any governing collective bargaining agreements. Prior to taking action to demote or terminate an employee, the Executive Director shall consult with the Board as to the manner and procedure of discipline.
  - g. Recommend to the Board for adoption such measures as may be deemed necessary or expedient for the efficient operation of the IVRD, including recommendations regarding the implementation, operation and staffing levels of the IVRD, including on-going training of employees, and then implement the Board directives on a daily basis.
  - h. With input from the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and consultants, recommend to the Board equipment and technology

acquisitions, upgrades and maintenance of the System and the establishment of equipment specifications and coding systems and then implementation and oversight of such activities.

- i. Enforce, administer and make operative the policies of the IVRD, as established by the Board, including coordinating and supervision of the implementation and upgrading and maintenance of the System serving the Members, and receiving and considering input from the Board and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee regarding the operations of the IVRD and acting on such input as deemed appropriate.
- j. Establish standard operating practices and procedures and training protocols for the System and the IVRD's employees, with input from the Fire / EMS Operations Committee and the Law Enforcement Operations Committee.
- k. Prepare and deliver periodic status reports of pending projects, operational activities and financial data (at least monthly) of the IVRD activities to the Board.
- l. Timely submit invoices to the Members and other third parties who receive Services from the IVRD setting forth the payments due.
- m. Prepare and present to the Board proposed Annual Budgets as well as a report of estimated revenues and expenses in order to determine the estimated funds necessary to defray the anticipated expenses of the IVRD for each fiscal year and to present same to the Board.
- n. Prepare and present to the Board, the Fire / EMS Operations Committee and the Law Enforcement Committee annual projections of capital equipment needs and anticipated costs for the consecutive, rolling five (5) year periods regarding the System and the IVRD, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund, the non-refundable Capital and Operating Participation Fee, and the Reserve Fund, and the use of the Surcharge Funds and Wireless Surcharge Funds, and the Recapture Fee (based on information provided by IVRD's financial consultant).
- o. Prepare and present to the Board, the Fire / EMS Operations Committee and the Law Enforcement Operations Committee annual recommendations, including financial calculations, regarding contributions due from all the Members relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by IVRD's financial consultant) and the use of Surcharge Funds and Wireless Surcharge Funds.
- p. Monitor the Annual Budget and submit periodic reports (monthly and quarterly financial data) to the Board and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee, comparing actual expenditures with budgeted expenditures.
- q. Initiate and oversee the necessary actions to successfully receive full accreditation status for the IVRD in accordance with Section 9.6 below.
- r. Serve as one of the designated Freedom of Information Officers for the IVRD.
- s. Decide any disputes that may arise under this Agreement pursuant to Article XI (Dispute Resolution; Negotiation) below.
- t. Decide any disputes or complaints regarding matters that come before or that arise among members of the Fire / EMS Operations Committee or members of the Law Enforcement Operations Committee, as set forth in Subsection 2.9.1(2)(g) above.
- u. Perform such other duties and assignments as may be directed or delegated from time to time by the Board or as agreed to by the members of the Fire / EMS Operations Committee or the members of the Law Enforcement Operations Committee or other committees or any subcommittees.

**5.3. Compensation and Employment Benefits.** The Board shall determine the annual salary and employment benefits payable to the Executive Director.

- 5.4. Expenditure of Funds.** The Executive Director, or his/her designee, shall have the authority to:
- a. Expend funds on behalf of the IVRD to purchase budgeted services, equipment and supplies in an amount not to exceed Five Thousand Dollars (\$5,000.00), without additional approval of the Board.
  - b. In the event of an emergency that jeopardizes the IVRD's continued ability to operate, the Executive Director shall have the authority to expend up to Nine Thousand Five Hundred Dollars (\$9,500.00), regardless of whether the expense has been budgeted, after first giving notice to and obtaining the approval of the Chair or the Vice-Chair of the Board.
  - c. Transfer funds up to Five Thousand Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the IVRD. Such transfers shall be reported to the Board and the Treasurer in the Executive Director's next meeting report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board at least on an annual basis.

## **ARTICLE VI BUDGET AND FINANCES**

**6.0. Fiscal Year.** The fiscal year of the IVRD shall commence on May 1st and end on the following April 30th.

**6.1. Fiscal Policies.** The Board may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget.

**6.2. Annual Budget and Operating Funds.**

**6.2.1.** The Board, with the assistance of the Executive Director (if appointed) and the Treasurer, shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the IVRD:

- A. Start-Up Operating Budget (one-time preparation).
- B. Annual Budget (includes the Start-Up Budget, the Operating Budget and the Capital Budget).
- C. Emergency Telephone System Fund.
- D. Wireless Service Emergency Fund.
- E. Any other fund deemed necessary for operation purposes or required by applicable law.

**6.2.2.** The amounts due pursuant to this Section from each Participating Agency shall be payable to the IVRD on a date determined by the Board.

**6.2.3.** The Board shall adopt an Annual Budget for the upcoming fiscal year at its April meeting each year. In addition, the Annual Budget process shall be handled as follows:

- a. The Executive Director (if appointed) or the Treasurer shall prepare a proposed Annual Budget for the Board to review at the Board of Director's January meeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Board at least five (5) calendar days in advance of the January meeting.

- b. The Board shall review the proposed Annual Budget and direct the Executive Director (if appointed) or the Treasurer to make such modifications as the Board deems proper and advisable.

**6.3. Fees and Cost-Sharing.** Upon approval of the Annual Budget, the Board shall have the authority to fix fees for participation in the IVRD and the receipt of 9-1-1 Dispatch Services from the IVRD PSAP and methods of cost-sharing of such fees for all Original Members and Associate Members of an amount sufficient to provide the funds required by the current Annual Budget (the "Participation Fees"). The Annual Participation Fees shall cover all annual and long-term Operating Costs and Capital Costs for the IVRD and the IVRD PSAP. Each Participating Agency shall receive a credit towards the annual Participation Fees in the amount of its initial contribution of surcharge and other ESTB funds, as provided under Section 6.3.3, below, and its annually allocated surcharge and other ESTB funds as provided under Section 6.3.4. below.

**6.3.1. Establishment of Annual Participation Fees and Cost-Sharing.** For the period from the Effective Date of this Agreement to the termination of this Agreement, unless amended by a two-thirds (2/3rds) affirmative vote of the Board, the Annual Participation Fees assessed to each Participating Agency shall be charged as follows:

Annual Participation Fees shall be calculated and assessed on a "per capita" basis. The "per capita" population figures shall be calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by one or more Participating Agency for re-calculation of the "per capita" population figures and adjustment of the Annual Participation Fee allocation.

**6.3.2. Allocation Formula for Cost-Sharing.** The Board has selected a "per capita" cost-sharing formula for sharing of all costs associated with the IVRD and IVRD PSAP. If the Board determines that it is more equitable to change the prorata cost allocation formula, then the methodology used to calculate each Participating Agency's share shall be reviewed during Board meetings open to the public and all data and different methodologies considered for cost allocation will be presented and discussed with input and recommendations from the Treasurer, the Executive Director (if any) and any IVRD-retained financial consultant. Any change to the prorata cost allocation formula shall be approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members and such formula(s) may be amended from time to time without the need to amend this Agreement.

**6.3.3. Credit for Initial Contributions of Local ETSB Surcharge and Other Local ETSB Funds for Start-Up Budget.**

**6.3.3.1. Emergency Telephone System Fund.** Subject to each Participating Agency using any of its remaining local ESTB Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/ either to the La Salle County JETSB for use by the La Salle County JETSB as directed by its IGA or to the IVRD JETSB for use under this Agreement. Each Participating Agency shall be credited for the deposit of its Surcharge Funds into the La Salle County JETSB'S Emergency Telephone

System Fund accounts maintained for the IVRD PSAP and for itself, and such credit shall be applied to the Participation Fees. All expenditures of Surcharge Funds deposited into the La Salle County JETSB'S (or the IVRD JETSB'S) interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. The term "Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act. The credit received by each Participating Agency for the initial contribution of Local ETSB Surcharge Funds and other local ETSB funds shall be a "dollar-for-dollar" credit and shall not be prorated based on the cost-sharing allocation formula provided by this Agreement.

**6.3.3.2. Wireless Service Emergency Fund.** Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) (collectively "Wireless Surcharge Funds"), to the La Salle County JETSB (or the IVRD JETSB) for use in the same manner as set forth above in Section 6.3.3.1.

**6.3.4. Credit for Allocated Surcharge and ETSB Funds and Other Related Revenues.** All ETSB Surcharge Funds and any other monies received by the IVRD from the La Salle County JETSB (or the IVRD JETSB), the State of Illinois or any other lawful sources on behalf of the IVRD and its Participating Agencies, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, shall be used to pay for the operations, maintenance, replacement, upgrades and staffing needs of the IVRD PSAP, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the IVRD in accordance with its Annual Budget and applicable federal or State law, as amended. The Annual Participation Fee of each Participating Agency will be calculated to account for the prorated portion of the Surcharge Funds and other ETSB funds that are attributable to the Participating Agency as received from the La Salle County JETSB (or the IVRD JETSB), the State of Illinois or any other lawful sources on behalf of the IVRD and its Participating Agencies, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law.

**6.3.5. Use of Emergency Telephone System Fund and the Wireless Service Emergency Fund.** Upon approval of a motion by the Board or a resolution by IVRD JETSB as required by Section 35 of the Act (50 ILCS 750/35), the Treasurer shall withdraw the approved amounts from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Agencies to pay all or portions of their respective Participation Fees. If there are not adequate funds to deduct and pay in full the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Agencies agree to contribute additional funds to satisfy the remaining portion of their Participation Fees.

**6.3.6. Annual Determination of All Fees.** Each Participating Agency's cost share of the Annual Participation Fees and any other required fees shall be approved by the Board annually. Such cost sharing determination shall be made no later than the first Board meeting of each calendar year, and submitted to the Board in January.

**6.3.7. Payment Due Date; Billing.** The payment of any assessed fees and other required charges shall be made to the IVRD on a periodic schedule as determined by the Treasurer. Payments shall be made by the tenth (10th) calendar day of the month, following receipt of an invoice issued by the IVRD. The Treasurer (or the Executive Director), or his/her designee, will be responsible for issuing billing statements to all Participating Agencies in advance of the payment due dates.

**6.3.8. Payment of Fees.** Each Participating Agency shall take all required actions to authorize the timely payment of its assessed fees and other required charges, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet the Participating Agency's shared cost obligations under this Agreement or any addendum. Continued membership in the IVRD shall be contingent upon the payment of the assessed fees and other required charges.

**6.3.9. Delinquent Account; Voting and Participation.** Any Participating Agency whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1). Any Participating Agency who is delinquent in paying any assessed fees and other required charges shall not be entitled to further voting privileges on the Board nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VII (Personnel Matters) below.

**6.3.10. Establishment of Other Charges and Fees.** On an annual basis, the Board, in its sole discretion, shall establish and adjust other charges and fees payable by one or more Participating Agencies that relate to the operations of one or more Participating Agencies or the operations of or the services received from the IVRD or the IVRD PSAP based on one or more formulas as determined by the Board from time-to-time. The Board, in its sole discretion, may also establish fees and other charges payable by Associate Members and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the IVRD or the IVRD PSAP pursuant to a service agreement. This Agreement does not have to be amended for the Board to establish or adjust any fee, charge or cost that may be assessed under this Agreement.

**6.3.11. Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the IVRD's matching portion of a grant) of the IVRD, all Members shall be obligated to timely pay any supplemental fees assessed by the IVRD, as determined by the Board.

**6.3.12. Additional Costs.** Whenever an Original Member or Associate Member relocates its communication equipment and/or the communication equipment of the IVRD to another location, and/or adds additional communication equipment to the Member's communication system, thereby increasing the IVRD's responsibilities, obligations or costs, any and all additional costs

incurred by the IVRD as a result of the aforesaid relocation of communication equipment to the Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Member. No Member of the IVRD shall relocate the equipment or property of the IVRD, or by any means increase the IVRD's annual Capital Costs or annual operational costs or long-term Capital Costs or long-term Operating Costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the IVRD for the purchase of new or additional equipment or technology, without first obtaining authorization from the IVRD's Board to relocate the IVRD's equipment and property and/or increase the IVRD's Capital Costs or Operating Costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired by the IVRD in accordance with this Section shall become the equipment/property of the IVRD, notwithstanding the fact that the existing Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board, the IVRD shall pay the costs of maintaining the equipment/property once it is purchased and installed.

**6.4. Determination of Start-Up Budget; Cost Allocation Formula.** Based on input and recommendations from the Treasurer, the Executive Director (if any), and any IVRD-retained financial consultant, the Board shall approve a Start-Up Operating Budget, which shall contain the anticipated revenues and expenses for the initial fiscal year of operations for the IVRD and the IVRD PSAP for the period from the inception of this Agreement to the end of the first fiscal year. The respective contribution amounts due from each Participating Agency to fund the Start-Up Operating Budget shall be calculated on the "per capita" cost-sharing formula set forth above in Section 6.3.1. In the event the number of Participating Agencies who are parties to this Agreement changes prior to the end of the first fiscal year, then the required contribution for each Participating Agency shall be re-calculated based on the prorata cost-sharing formula to account for the additional new Member or the subtraction of a Member.

**6.5. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.** In order to receive allocations of ETSB Surcharge Funds, grant funds and other allocated revenues due the IVRD from the La Salle County JETSB (or the IVRD JETSB), the Treasurer (or the Executive Director, if appointed) or the Chair of the Board shall submit itemized reimbursement requests to the La Salle County JETSB (or the IVRD JETSB) and its Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB Surcharge Funds, grant funds and other allocated revenues to assist with the continued operations, maintenance, replacement, upgrades and staffing needs of the IVRD and the IVRD PSAP in a format as required by the La Salle County JETSB (or the IVRD JETSB). If the La Salle County JETSB is not created, the same type of submission shall be sent to the IVRD JETSB for approval.

**6.6. Audits.** The Board shall cause an annual audit of the financial affairs of the IVRD to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/). The Treasurer shall ensure that the IVRD complies with the annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Agency within thirty (30) calendar days of receipt by the IVRD.

**6.7. Donated Equipment and Services.** If any Participating Agency makes a donation of property or services to the IVRD and the Board accepts said donation, then the donating Participating Agency may



receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated equipment is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by new Members.

**6.8. Treasurer; Appointment.** The Treasurer of the IVRD, who shall be the treasurer, the chief financial officer, the finance director or any of their functional equivalents of one of the Participating Agencies or a State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant, shall be appointed by the Board from time to time. The Treasurer shall be the custodian of all funds received by the IVRD and shall maintain the financial records and personnel records for the IVRD. Funds shall only be invested in the same manner that the law allows for the investment of Illinois municipal funds. In cooperation with the Executive Director (if any), the Treasurer shall oversee the preparation of an investment and fiscal policy, and any updates, for the IVRD for approval by the Board.

**6.8.1. No Voting Authority.** The Treasurer shall have no voting authority on matters regarding the IVRD.

**6.8.2. Compensation.** The Board, in its discretion, shall determine and pay a fee for the services provided to the IVRD by the Treasurer plus reimbursement for actual, necessary and documented business expenses incurred as part of performing the duties of the Treasurer. If the Board hires a person from an auditing firm to serve as Treasurer, the Board shall set the level of compensation to be paid for the services provided.

**6.8.3. Duties.** The Treasurer shall:

- a. Be the custodian of all IVRD funds, including all Surcharge Funds held in the Emergency Telephone System Fund and the Wireless Service Emergency Fund or other authorized bank account(s).
- b. Provide on-going counseling to the Board, the Executive Director (if appointed) and the Fire / EMS Operations Committee and the Law Enforcement Operations Committee and the IVRD's auditor in matters of fiscal policy and fiscal administration of the IVRD.
- c. Make recommendations on investment policies and practices to the Board and the Executive Director (if appointed).
- d. Act as one of the required signatories of all of the IVRD's bank accounts, checks and investment instruments.
- e. Provide a bond or assurance in the amount of \$250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. The IVRD shall pay the bond premium or fee. The liability of the Treasurer for the custody of the portions of IVRD funds that are authorized for release by the IVRD terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds.
- f. Prepare or assist the Executive Director with the preparation of Operating Budgets, Capital Budgets and financial reports.
- g. Maintain required financial management system.
- h. Process required financial transactions.
- i. Prepare or assist the Executive Director (if appointed) with the preparation and handling of requests for proposals for financial consultants and provide

recommendations to the Board and the Executive Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the IVRD.

**6.8.4. Financial Reports and Warrant List.** The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

**6.9. Funds of the IVRD.** All monies received by the IVRD shall be deposited in such banks, title or trust companies, depositories and/or other financial institutions as the Board may designate in accordance with applicable State law. Expenditures from these accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate Budget amendment, and shall be authorized by the Board or the Executive Director consistent with his/her limited spending authority.

**6.10. Surcharge Funds of the IVRD.** All ETSB monies received from the La Salle County JETSB (or IVRD JETSB) shall be deposited and expended in accordance with applicable federal or State law. Surcharge monies received pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. Surcharge monies received pursuant to the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) or any other enacted statutory revenue source or alternate revenue source shall be deposited into separate interest-bearing Wireless Service Emergency Fund accounts at a bank designated by the Board. No expenditures may be made from one of the Emergency Telephone System Fund accounts or other dedicated accounts maintained to receive surcharge monies from other enacted statutory revenue sources or alternate revenue sources, except upon direction of the Board. All expenditures from each of the Emergency Telephone System Fund accounts shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund accounts shall only be made to pay for the costs permitted by the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/) or any other applicable law. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

**6.11. Fiscal Policies.** The Board may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures.

**6.12. Procurement Policy.** Purchases and/or letting contracts shall be done in accordance with the By-Laws and this Agreement, applicable State law, and any procurement policy and guidelines adopted by the Board.

**6.13. Authorized Signatories.** The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the IVRD maintains accounts: (1) Chair of the Board; (2) Vice-Chair of the Board; (3) Executive Director (if any); and (4) Treasurer. There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of IVRD funds or executing any checks or other instruments that draw IVRD funds out of any bank, title or trust companies, depositories or other financial institution at which the IVRD maintains financial accounts. Any two (2) of the above-listed, authorized signatories

may sign such checks or instruments or authorize such transfers and withdrawals. The Treasurer shall distribute copies of all signed checks for review by the Board as part of a monthly or quarterly finance report.

**6.14. Contract Signatories.** The Board may authorize, by motion, resolution or ordinance, and approve at a public meeting, any officer or agent other than the Chair and Vice-Chair to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the IVRD; such authority may be general or confined to specific Board-approved instances.

**6.15. Loans.** No loans shall be procured on behalf of the IVRD and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

**6.16. Financial Reports and Warrant List.** At least on a monthly basis, the Treasurer shall provide to the Board and the Executive Director (if any) a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

## ARTICLE VII PERSONNEL MATTERS

**7.0 IVRD Personnel.** Through the Annual Budget, the number and job descriptions of persons and the classification of the employment positions to be employed by the IVRD shall be determined by the Board, with input and recommendation by the Treasurer and/or the Executive Director (if appointed). All employees shall be solely employees of IVRD and not employees of any Participating Agency. The IVRD shall provide all employee benefits, retirement benefits, health insurance benefits and such other benefits deemed advisable by the Board. The Board, in its discretion, shall offer a retirement benefits plan (e.g., 401(k) plan or 457 plan) for its employees. The IVRD and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

**7.1. Financial and Human Resource Operation Services.** All other necessary financial operations beyond those performed by the Treasurer, including but not limited to accounting, accounts payable and payroll, and limited human resource support activities (e.g., employee benefits matters, employee assistance program, employee manual) shall be performed by the Finance Department of one of the Participating Agencies pursuant to a reimbursement agreement entered into by the IVRD and the Participating Agency, or outsourced to a third-party contractor (e.g., State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant). The fee for such services shall be reviewed on an annual basis and may be adjusted in writing by mutual agreement of the IVRD and the Participating Agency or the third-party contractor.

a. Initial 12 Month Fee: **SUBSECTION DELETED.**

**7.2. City of Peru Inmate Detention Area at IVRD PSAP. SUBSECTION DELETED.**

## ARTICLE VIII INSURANCE

**8.0 Required Insurance Coverage.** Upon approval of this Agreement, the Board, its discretion, shall procure and maintain insurance in coverage amounts not less than those listed below, during the term of this Agreement, as usually held by public entities, including but not limited to:

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

**8.1. Notification of Participating Agencies' Insurers; IVRD'S Additional Insured Status.** As a condition of membership, each Participating Agency shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Agency in all aspects of the IVRD (and the IVRD JETSB) and all of the officials, officers, employees, agents and volunteers of each Participating Agency who perform services, directly or indirectly, for the IVRD (and the IVRD JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Agency. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as "Illinois Valley Regional Dispatch" and the "Illinois Valley Regional Dispatch Joint Emergency Telephone System Board" (and all of the IVRD'S officials, officers, employees, agents and volunteers) are additional insureds of the Participating Agency. Copies of the certificates of insurance and endorsements for each Participating Agency shall be delivered to the Chair of the Board at the same time an executed copy of this Agreement is delivered.

**8.2. IVRD'S Insurance; Participating Agency's Additional Insured Status.** The IVRD shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms that each Participating Agency of the IVRD (and the IVRD JETSB) and all of the officials, officers, employees, agents and volunteers of each Participating Agency who perform services, directly or indirectly, for the IVRD (and the IVRD JETSB), including all persons who are appointed to serve on the Board, committee or any

subcommittee, shall be listed as additional insureds under the insurance policies that are in effect and cover the IVRD (and the IVRD JETSB).

**8.3 Primary Coverage.** For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Agencies shall be secondary to the insurance coverages maintained by the IVRD, for itself and its appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the IVRD, for itself and its appointed officials, employees, agents and volunteers, shall be the first level of insurance coverage and the Participating Agencies' insurance coverages shall be in excess of the IVRD'S insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the IVRD is exhausted, each of the Participating Agencies' insurance coverages will take effect on an equal-share basis (e.g., four (4) Participating Agencies will each be responsible for one-fourth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney's fees and costs and plaintiff attorney's fees and costs).

**8.4. Peru's Ownership Interest in IVRD PSAP.** The City of Peru, as the owner of the IVRD PSAP, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the actual building and other improvements that comprise the IVRD PSAP that are not covered by the IVRD'S insurance. If there is a conflict in priority of insurance coverage, the IVRD's insurance shall be primary to the City of Peru's insurance coverages, as the IVRD is a tenant of the City of Peru.

**8.5. Reporting.** In the event of a claim, demand, lawsuit or other action filed against any Participating Agency or the IVRD or the IVRD JETSB and/or its officials, employees, agents, attorneys and volunteers, the Participating Agency or the IVRD shall notify, in writing, each of the Participating Agencies so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Agency shall not affect coverage and the indemnification and defense obligations provided to the IVRD or the IVRD JETSB and/or its officials, employees, agents and volunteers.

**8.6. Severability of Interests/Cross Liability.** The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's ability.

**8.7. All Coverage.** Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the Chair of the Board of the IVRD by certified mail, return receipt requested.

**8.8. Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A- and licensed to do business in the State of Illinois.

**8.9. Placement of Insurance.** The Board may choose to provide the coverages required herein or any other coverages deemed advisable by the Board, in whole or in part, through participation in an intergovernmental self-insured risk association or the commercial market.

## ARTICLE IX DISPATCH CENTER AND FACILITIES

**9.0. IVRD Dispatch – Primary.** The Peru PSAP shall be the primary site where IVRD dispatchers and other IVRD employees work on a daily basis and provide Dispatch Services.

**9.1. Provision of Dispatch Services.** Dispatch Services shall be provided by the IVRD PSAP in accordance with the IVRD 9-1-1 Policies and Procedures Manual, as adopted, maintained and updated by the Board or the Executive Director (if appointed). A copy of the IVRD 9-1-1 Dispatch Policies and Procedures Manual shall be subject to amendment at any time by the Board or the Executive Director (if appointed), on an as-needed basis, and the most current version of the IVRD Policies and Procedures Manual shall be automatically incorporated by reference into this Agreement and made a part hereof.

**9.2. Lease of IVRD PSAP.** For the duration of this Agreement or until a new stand-alone PSAP facility is constructed or purchased by the IVRD, the City of Peru agrees to lease IVRD PSAP and all of its fixtures and existing equipment to IVRD for \$1.00 per year for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, IVRD and its officials, officers, employees, agents, attorneys and volunteers shall have a right of access in IVRD PSAP for purposes of maintaining, updating and operating the System and the PSAP and complying with the obligations of this Agreement. Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to IVRD PSAP shall terminate without further notice or action by IVRD or any Participating Agencies. At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to IVRD PSAP's operations that are installed or located within IVRD PSAP shall automatically be declared by IVRD to be surplus property and shall be conveyed to the then-owners of IVRD PSAP, subject to payment of Recapture Fees by the City of Peru or the successor owner of the building. Unless otherwise agreed to in writing, IVRD and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in IVRD PSAP. Each of the Parties agree that this Section 9.2 is subject to the terms of this Agreement and to the terms of the Intergovernmental Agreement to Lease Municipal Property dated October 12, 2020, as amended by the First Amendment to Intergovernmental Agreement to Lease Municipal Property dated May 22, 2023 (collectively the "Lease Agreement"). In the event of a conflict between this Agreement and the Lease Agreement, the terms of the Lease Agreement shall control.

**9.3. Training of Dispatch Personnel.** All IVRD employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Board or the Executive Director (if appointed), in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch equipment, computers and other technology in accordance with applicable laws and regulations and the IVRD Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

**9.4. Radio Transmission Obligations.** The Participating Agencies and any Non-Members, at their own respective cost, are required to obtain, maintain and upgrade, as needed, their own telecommunications and radio infrastructure to transmit and receive telecommunication transmissions and radio signals between their own telecommunication systems and radio systems and the IVRD PSAP in a manner that is compatible with the telecommunication system capabilities and radio frequency transmission system ("RFTS") operated by the IVRD PSAP. The IVRD agrees to obtain, maintain and

upgrade its own telecommunications infrastructure and radio infrastructure to transmit and receive and telecommunication transmissions and radio signals between its own telecommunication systems and RFTS and the IVRD-compatible systems operated by the Participating Agencies and any Non-Members. All telecommunications infrastructure and radio infrastructure, once physically installed at or located and incorporated into the IVRD PSAP (e.g., radio control stations, power supplies and antenna affixed to the radio tower at the IVRD PSAP) shall be maintained and replaced by the IVRD, at its cost, regardless of whether such telecommunications infrastructure and radio infrastructure were initially purchased by a Participating Agency, a Non-Member or the IVRD.

**9.5. Registration and Certification.** The Chair of the Board, or his/her designee, shall communicate with and prepare and file all documents with local, county, state and federal regulatory agencies to obtain and then maintain and update IVRD's regulatory certifications, registrations, licensing and other permitting required by any governmental regulatory agency with oversight jurisdiction of the operations of and the Services delivered by the IVRD, including the local, county, state and federal governments and agencies (e.g., the Office of Statewide 9-1-1 Administrator of the IDSP) in order to comply with applicable laws and regulations.

**9.6. Accreditation.** After approval of this Agreement, the Board shall use its best efforts to work towards successfully receiving full accreditation status from Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), Association of Public-Safety Communications Officials ("APCO"), the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), including successful completion of a mock assessment through IPAC, as directed and pursuant to a timetable established by the Board. Thereafter, the Board shall take the necessary actions to maintain the accreditation status of the IVRD.

**9.7. Member Equipment.** Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to the IVRD or the IVRD PSAP as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by the IVRD shall be resolved under Article XI (Dispute Resolution) below.

## ARTICLE X WITHDRAWAL, TERMINATION AND DISSOLUTION

### **10.0. Voluntary Withdrawal.**

An Initial Participating Agency may, at any time after twenty-four (24) months after the Effective Date of this Agreement, give written notice of its intent to withdraw from the IVRD, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) months after joining the IVRD, give written notice of its intent to withdraw from the IVRD, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

1. A withdrawing Initial Participating Agency shall give written notice of withdrawal in the form of a certified copy of a resolution passed by its corporate authorities, a copy of which must be sent to the Chair of the Board and the Executive Director (if appointed).

2. Withdrawal of an Initial Participating Agency shall also constitute withdrawal of its members to the Board of Directors, the Fire / EMS Operations Committee, the Law Enforcement Operations Committee and any subcommittee(s).
3. Subject to the provisions herein, the effective date of withdrawal shall be two (2) years from the date of receipt of the withdrawing Initial Participating Agency's resolution.
4. The withdrawing Initial Participating Agency shall forfeit any and all interest, right and title to the IVRD real property, personal property, grants, funds, monies and assets of any type whatsoever, including any such real and personal property, grants, funds, monies and assets that it contributed to the IVRD or paid for, in whole or in part, prior to joining the IVRD or while a member of the IVRD.
5. The withdrawing Initial Participating Agency shall be liable for:
  - a. Its share of all costs through the effective date of its withdrawal or the end of its financial obligations.
  - b. All costs incurred by the IVRD as a result of the member's separation and withdrawal. This may include, but is not limited to, legal fees, court costs and interest on late payment of obligations.
  - c. Any contractual obligations it has signed separately with IVRD.
  - d. The Recapture Fee, as determined by the Board with input from the Treasurer, the Executive Director (if appointed) and/or the IVRD'S financial consultant.
6. If the withdrawal results in termination of the Agreement, then the withdrawing Initial Participating Agency shall participate in the termination of the Agreement and the dissolution of IVRD as set forth herein.
7. Withdrawal of an Associate Member shall be subject to and in accordance with the provisions of this Section and its participation agreement with the IVRD.

#### **10.1. Involuntary Withdrawal; Termination of Member.**

- A. Upon a two-thirds (2/3rds) vote of the total number of Board members, a Participating Agency's participation in the IVRD may be terminated for the following reasons:
- (1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.
  - (2) Conduct by the Participating Agency or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.
  - (3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board, the Fire / EMS Operations Committee or the Law Enforcement Operations Committee, the Executive Director (if appointed) or



industry standards or applicable laws or governmental regulations in regard to the operation of the IVRD or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of **Section 11.0. (Dispute Resolution; Negotiation)** below.

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

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

## **10.2. Termination and Dissolution of IVRD.**

A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep the IVRD operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

B. Upon such termination, and after payment of all debts, all assets and all liabilities of the IVRD, any remaining funds shall be distributed among those Participating Agencies who were active members of the IVRD at the time of termination or dissolution, on a "per capita" basis averaged over the preceding three (3) fiscal years. The Participating Agencies shall share, on a "per capita" basis averaged over the preceding three (3) fiscal years, all costs pertaining to debts and liabilities of the IVRD and any other costs associated with terminating the operations of the IVRD and the dissolution of the IVRD. As part of the dissolution of the IVRD and the termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to payment of the Recapture Fee as determined by this Agreement.

C. Upon such termination, and after payment of all debts and liabilities, the Participating Agencies shall cooperate to wind down the IVRD as follows:

(1) The fixed assets of the IVRD shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty (30) day public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Agencies at the time of dissolution on a "per capita" basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on a "per capita" basis by all active Participating Agencies, at the time of dissolution.

(2) All Participating Agencies shall share on a "per capita" basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the IVRD and any other costs, fees and charges associated with terminating the operations of the IVRD and the dissolution of the IVRD.

(3) As part of the dissolution of the IVRD and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board, with input from the Treasurer, the Executive Director (if appointed) and any IVRD financial consultant will determine the value of any Recapture Fees.

(4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

#### D. Withdrawal of Participating Agency or Dissolution of IVRD; Surcharge Funds.

Upon withdrawal of a Participating Agency or the dissolution of the IVRD, all monies that are allocated or attributable to the Participating Agency(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), shall be made available to the Participating Agency(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Agency's debts, liabilities and obligations pertaining to its participation in the IVRD or its withdrawal from the IVRD or the dissolution of the IVRD have been fully paid.

### **ARTICLE XI DISPUTE RESOLUTION**

#### **11.0. Dispute Resolution; Negotiation.**

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in the IVRD or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this

Agreement, or if a dispute arises regarding a Participating Agency's failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board, the Treasurer, or one or more of the Participating Agencies) shall be served on the Executive Director (if appointed), the Chair of the Board, Counsel for the Board and upon the Participating Agency at issue. The written notice shall set forth in detail the dispute, the applicable provisions of this Agreement relating to the dispute, and all facts and circumstances pertinent to the dispute. The Executive Director (if appointed; otherwise the Chair) then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Executive Director (if appointed; otherwise the Chair) within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Executive Director (if appointed; otherwise the Chair) shall update the Board on the status of such dispute resolution efforts.

## **ARTICLE XII INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF CLAIMS**

### **12.0. Indemnification Generally.**

**12.1. Individuals.** The IVRD shall indemnify, defend and hold harmless any person who is made a party to any claim, lawsuit, action or proceeding by reason of the fact that he/she served as an appointed or designated or assigned representative of one of the Participating Agencies (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, board or committee or subcommittee member) and performed services or work for the IVRD, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or any acts or omissions in the performance of any services or work furnished by the person under this Agreement, except to the extent caused by the sole negligence of the person, or to the extent caused by willful and wanton conduct of the person or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the IVRD. The determination of whether an individual acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the IVRD shall be made by a majority vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a person seeking indemnification or such person acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the IVRD.

**12.2. Participating Agency or Participating Agencies.** Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the IVRD agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the IVRD and its officials, officers, employees, agents and volunteers and any of its Participating Agencies and their respective appointed and elected officials, employees, agents and volunteers. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the IVRD shall indemnify, defend and hold harmless

any Participating Agency who is made a party to any claim, lawsuit, action or proceeding by reason of the Participating Agency's participation in the IVRD or any of its actions taken under this Agreement or the performance of any services or work by any of the officials, officers, employees, agents and volunteers who perform any duties for the IVRD in any appointed, designated or assigned capacity as a Participating Agency's "representative" or any actions taken by other Participating Agencies or their representatives or other third parties, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or the Participating Agency's participation in the IVRD or any of its actions taken under this Agreement or any acts or omissions in the performance of any services or work furnished by any of its representatives for the IVRD or any acts or omissions in the performance of any services or work furnished by other Participating Agencies or their representatives or other third parties, except to the extent caused by the sole negligence of the Participating Agency or its representative, or to the extent caused by willful and wanton conduct of the Participating Agency or its representative or any conduct that is outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the IVRD. The determination of whether a Participating Agency or its representative acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the IVRD shall be made by a majority vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a Participating Agency or its representative (its officials, officers, employees, agents and volunteers) seeking indemnification or such Participating Agency or its representative acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the IVRD.

**12.3. Not Employees of IVRD.** The officials, officers, employees, agents, attorneys and volunteers who perform any duties for the IVRD in any appointed, designated or assigned capacity as a Participating Agency's "representative" shall not be employees of the IVRD and shall not be eligible for any kind of employment benefits from the IVRD, including but not limited to unemployment, disability or pension benefits, and worker's compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

**12.4. Participating Agencies Responsible for Own Employment Benefits Liabilities.** Each Participating Agency shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the IVRD in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

**12.5. Waiver of Claims.** Each Participating Agency waives and releases all claims, actions and causes of actions of any kind, including all liabilities, obligations, damages, losses, judgments and expenses of any kind, that is has or could have against IVRD or any of its other Participating Agencies relating to any employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that relate to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the IVRD in any appointed, designated or

assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

**12.6. Indemnification – Mutual Obligations.** To the fullest extent permitted by law, each of the Participating Agencies agrees to defend, indemnify and hold harmless each of the other Participating Agencies and their respective appointed and elected officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Agency, or its respective appointed and elected officials, employees, agents and volunteers, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the IVRD and any of its appointed officials, employees, agents and representatives, including the members of the IVRD JETSB, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Agencies, or its respective appointed and elected officials, employees, agents and volunteers.

**12.7. Indemnification – New Participating Agencies.** Each new Participating Agency shall be obligated to sign an Addendum to this Agreement in order to participate in the IVRD, and shall be obligated to comply with all of the terms of this Agreement, as amended, including the above Indemnification provision or any amendments thereto.

### **ARTICLE XIII LEAD AGENCY**

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

**13.1 Intergovernmental Arrangements.** Subject to approval by the Board, the IVRD may enter into appropriate intergovernmental agreements with one or more Members or with other third parties for any lawful, public purposes.

### **ARTICLE XIV MISCELLANEOUS**

**14.0. Limitation of Liability.** The liabilities, contracts, obligations, debts and property of IVRD shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Agencies which together form IVRD. No officer, agent, employee or director of IVRD shall have any authority under this Section to extend the contractual liability of any party hereto in any manner not approved by the Board.

**14.1. Amendments.**

**14.1.1.** Amendments to any portion of this Agreement that pertain to administrative or operational matters regarding the IVRD and its Board, the Executive Director, the Fire / EMS Operations Committee and the Law Enforcement Committee shall be authorized by the Board and do not require approval of the Corporate Authorities of each of the Participating Agencies.

Such amendments shall be memorialized in writing, approved by the Board, automatically incorporated into this Agreement, and transmitted to the Corporate Authorities of each of the Participating Agencies.

**14.1.2.** Amendments to this Agreement that pertain to membership and admission of new Members, scope of Services to be delivered by the IVRD that extend beyond what is reasonably contemplated by this Agreement, and other matters not covered under **Section 13.1.** shall be subject to prior written approval of the Corporate Authorities of each of the Participating Agencies. Such amendments to this Agreement shall be made by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement.

**14.2. Duration.** This Agreement and the IVRD shall continue in effect until terminated, as provided herein.

**14.3. Remedies.** Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Participating Agencies hereto explicitly agree that any one or more Participating Agency hereto aggrieved by the default hereunder of any one or more other Participating Agency shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Section shall be construed to deprive an aggrieved party of any remedy afforded by law. Before filing any litigation, the Participating Agencies agree to first attempt to resolve any dispute or conflict by participating in good faith in the dispute resolution process set forth in Article XI (Dispute Resolution) above.

**14.4. Assignment.** The rights or obligations of each Participating Agency under this Agreement may not be transferred.

**14.5. Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

**14.6. Notices.** Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Participating Agencies' principal administrative offices addressed to the City Mayor or the City Administrator/City Manager or the Chief Executive Officer or the Chair. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, such as meeting reminders and distribution of agenda packets.

**14.7. Headings.** Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

**14.8. Complete Defense.** It is expressly understood and agreed by the Participating Agencies that this Agreement may be pleaded by any of the Participating Agencies as a complete defense to, and a bar to, any and all claims or causes of action of any kind brought, maintained or conducted by any Member or any third party in connection with or on account of any of the matters set forth in this Agreement. The

Participating Agencies agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

**14.9. Venue and Applicable Law.** All questions of interpretation, construction, enforcement and all controversies with respect to this Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Participating Agencies agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of La Salle County, Illinois or the Northern District of the United States District Court, Chicago, Illinois, and the Participating Agencies consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

**14.10. Effective Date.** The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, subject to the provisions of *Section 1.1 above*.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the Participating Agencies through their authorized representatives, after all duly required corporate action has been taken, as set forth below on the signature pages. This Agreement may be executed in duplicate originals.

**SIGNATURE PAGES TO FOLLOW**

**SIGNATURE PAGE FOR  
CITY OF LA SALLE**

**IN WITNESS WHEREOF**, the below authorized officials of the City of La Salle have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of La Salle.

**City of La Salle**

Name: \_\_\_\_\_  
Mayor, City of La Salle

Date: \_\_\_\_\_, 2023.

**Attest:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk, City of La Salle

Date: \_\_\_\_\_, 2023.



**SIGNATURE PAGE FOR  
CITY OF MENDOTA**

**IN WITNESS WHEREOF**, the below authorized officials of the City of Mendota have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Mendota.

**City of Mendota**

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

Date: \_\_\_\_\_, 2023.

**Attest:**

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

Date: \_\_\_\_\_, 2023.

**SIGNATURE PAGE FOR  
CITY OF OGLESBY**

**IN WITNESS WHEREOF**, the below authorized officials of the City of Oglesby have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Oglesby.

**City of Oglesby**

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

Date: \_\_\_\_\_, 2023.

**Attest:**

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

Date: \_\_\_\_\_, 2023.

**SIGNATURE PAGE FOR  
CITY OF PERU**

**IN WITNESS WHEREOF**, the below authorized officials of the City of Peru have signed this Agreement pursuant to legal authorization granted to him/her under Article VII (Local Government), Section 10(a) (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Peru.

**City of Peru**

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

Date: \_\_\_\_\_, 2023.

**Attest:**

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

Date: \_\_\_\_\_, 2023.