

SOUTHCOMSM

BY-LAWS

OF THE

SOUTHERN COMBINED DISPATCH

AND COMMUNICATION SYSTEM

Approved by Southcom Board of Directors, June 17, 2005

ARTICLE I – PURPOSE

The Southern Combined Dispatch and Communication System known as SOUTHCSM is an Intergovernmental Cooperation Association, established by participating units of local government (hereinafter referred to as “Members”) in accordance with a certain Intergovernmental Combined Dispatch and Communication System Agreement, a copy of which is attached hereto as Exhibit A (hereinafter referred to as the “Agreement”), for the purpose of providing personnel, equipment, software, data processing and all other services and items necessary or appropriate for the establishment, operation, and ongoing maintenance of a combined 9-1-1 emergency telephone system which will provide emergency telephone dispatching and communication services to its Members. SOUTHCSM shall constitute and operate as a Joint Emergency Telephone System Board (hereinafter “JETSB”) pursuant to the Emergency Telephone System Act, 50 ILCS 750/0.01 et. seq. (hereinafter sometimes referred to as “ETA”), including but not limited to Section 15.4 of the ETA.

ARTICLE II - POWERS AND DUTIES

SOUTHCSM shall have all of the powers identified in the Agreement and such other powers as may be necessary or incidental to carry out the terms and effectuate the purposes of the Agreement, these By-Laws, and the ETA. SOUTHCSM shall provide emergency telephone dispatching and communication services and related dispatching and communication services to its Members.

ARTICLE III - MEMBERSHIP

- A. 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 enabled by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth may participate in SOUTHCSM as provided herein.

B. Membership shall be contingent upon the following:

1. Execution of the Agreement;
2. Delivery to SOUTHCOSM of a certified copy of a duly enacted ordinance in proper form authorizing and directing execution of the Agreement, and further agreeing to be bound by these By-Laws, as amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of SOUTHCOSM as defined in Article VIII, IX and XI;
3. Payment to SOUTHCOSM of all required fees and charges then due and owing as determined by the Board of Directors;
4. Timely payment of such continuing fees as may be determined to be due and owing by the Board of Directors; and
5. Approval by a two-thirds vote of all members of the Board of Directors then holding office.

ARTICLE IV - BOARD OF DIRECTORS

A. The Board of Directors of SOUTHCOSM shall constitute a Joint Emergency Telephone System Board as defined in section 15.4 of the ETA, shall consist of not fewer than eight (8) members, and shall include the elected or appointed Mayor, President, Chief Administrative Officer, Village Trustee or citizen of each Member as designated by each Member, and said Joint Emergency Telephone System Board shall also include at least three directors who shall be one of the senior public safety officials of each of the Members of the Operating Committee as described in Article VII of these By-Laws. Members of the Joint Emergency Telephone System Board shall serve without compensation but shall be reimbursed for their actual and necessary expenses. A Chairman, Vice-Chairman, Treasurer, and Secretary of the Joint Emergency Telephone System Board shall be elected on a yearly basis from among the Directors of the Joint Emergency Telephone System Board, and the existing Officers may be re-elected at each annual election.

The powers and duties of the Joint Emergency Telephone System Board shall be as set forth in these By-Laws and shall include but not be limited to the following:

1. Planning a 9-1-1 Emergency Telephone System known as SOUTHCOSMSM;
 2. Coordinating and supervising the implementation, upgrading, or maintenance of the system including the establishment of equipment specifications and coding systems;
 3. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act for deposit into the Joint Emergency Telephone System Fund;
 4. Authorizing all disbursements from the Joint Emergency Telephone System Fund; and
 5. Hiring any staff necessary for the implementation, operation or upgrade of a 9-1-1 Emergency Telephone System.
- B. There shall be created a separate interest-bearing Emergency Telephone System Fund (hereinafter the "Fund") into which all 9-1-1 surcharge monies received by SOUTHCOSMSM in accordance with Section 15.3 of the ETA shall be deposited. The treasurer of any SOUTHCOSMSM municipal Member shall be the custodian of the Fund. All interest accruing on the Fund shall remain in the Fund. No expenditures may be made from the Fund except pursuant to Resolutions approved from time to time by the Directors of the Joint Emergency System Board or the Operations Committee as permitted by these By-Laws. Any resolution of the Board which approves an annual budget shall be deemed an approval of the expenditures of the funds required to pay amounts specified in the budget.
- C. Expenditures from the Fund may be made only to pay for the costs associated with the following as set forth in 50 ILCS 750/15.4 (c):
1. The design of the Emergency Telephone System;
 2. The coding of an initial Master Street Address Guide data base, and update and maintenance thereof;
 3. The repayment of any monies advanced for the implementation of SOUTHCOSMSM;

4. The charges for Automatic Number Identification and Automatic Location Identification equipment, a computer aided dispatch system that records, maintains, and integrates information, mobile data transmitters equipped with automatic vehicle locators, and maintenance, replacement and update thereof;
 5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges;
 6. The acquisition and installation, or the reimbursement of costs therefor to other governmental bodies that have incurred those costs, of road or street signs that are essential to the implementation of the emergency telephone system and that are not duplicative of signs that are the responsibility of the jurisdiction charged with maintaining road and street signs.
 7. Other products and services necessary for the implementation, upgrade and maintenance of the 9-1-1 Emergency Telephone System and any other purpose related to the operation of the 9-1-1 Emergency Telephone System, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of 9-1-1 Emergency Telephone System. Costs attributable directly to the operation of SOUTHCSM do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.
- D.
1. There shall be created a separate interest-bearing fund into which all monies received by SOUTHCSM from sources other than 9-1-1 surcharge monies received by SOUTHCSM in accordance with Section 15.3 of the ETA, shall be deposited (hereinafter "Non-surcharge Fund").
 2. The Treasurer of any SOUTHCSM municipal Member shall be the custodian of the Non-surcharge Fund and such funds shall be expended in accordance with Resolutions approved from time to time by the Directors of the Joint Emergency Telephone System Board or the Operations Committee as permitted by Illinois law and these By-Laws. Any resolution of the

Board which approves an annual budget shall be deemed an approval of the expenditures of the Non-surcharge Funds required to pay amounts specified in the budget.

- E. Each Director of the Joint Emergency Telephone System Board shall be entitled to one vote.
1. A Board member must be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted. In the event of a tie vote, the Chair of the Board shall cast a second and deciding vote.
 2. If any Director of the Board is a Director by reason of the fact said Director is the Mayor, President, Chief Administrative Officer, Village Trustee, or citizen of the Member appointing him or her, and said Director ceases to be the Mayor, President, Chief Administrative Officer, Village Trustee, or citizen of the Member appointing him or her, such seat shall be filled by that Member.
 3. If any Director of the Board who is a Director by reason of the fact the person is the Chair, Secretary, or Treasurer of the Operating Committee, and said Director ceases to be the Chair, Secretary, or Treasurer of the Operating Committee, such seat shall be filled by the person who is appointed in accordance with Section C of Article VII of these By-Laws.
- F. The Board may establish rules governing its own conduct and procedures.
- G. A quorum for the transaction of all business by the Board shall consist of a majority of Board members then holding office.
- H. No one serving on the Board shall receive any salary or compensation from SOUTHCOMSM for acting as a Board member.
- I. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him or her by the Board and these By-Laws.
- J. The Board of Directors shall have the authority to contract with other entities, organizations or units of government for the use of SOUTHCOMSM facilities, equipment and services and to establish appropriate charges therefor.

- K. In the absence of the Chair or in the event of the Chair's refusal or inability 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.
- L. The Secretary shall:
1. Take and keep the minutes of the Board meetings in a book provided for that purpose;
 2. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; and
 3. Be custodian of the records of SOUTHCOSM and perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned by the Chair or by the Board.
- M. In accordance with 5 ILCS 220/3.5, the Board of Directors will follow the bidding procedures in accordance with the law applicable to Matteson, provided, however, that Matteson remains a Member and, when the number of SOUTHCOSM Members equals six (6) or more, then the Board of Directors will follow the municipal bidding procedures set forth in the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 et seq.).

ARTICLE V - MEETINGS OF THE BOARD OF DIRECTORS

- A. All meetings of the Board shall, except to the extent that these By-Laws impose more strict requirements, be held in accordance with the Open Meetings Act of the State of Illinois (5 ILCS 120/1 et seq.). Regular meetings of the Board shall be held twice a year in January and July. The meeting in January shall be the Board's "Annual Meeting." The time, date and location of regular meetings of the Board shall be determined by its Chair. Special meetings of the Board may be called by the Chair or any two (2) Board members, provided that at least ten (10) days 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 subject of such special meeting

shall accompany such notice. Except when a bona fide emergency exists, business conducted at special meetings shall be limited to those items specified in the agenda.

- B. Notice of a regular meeting of the Board shall be given to the Board members at least thirty (30) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, discussion at regular meetings shall not be limited to the matters set forth in the agenda.
- C. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the Board.

ARTICLE VI - OPERATING COMMITTEE

- A. There is hereby established an Operating Committee of SOUTHCOSMSM, which shall be organized and shall have the powers and duties as hereinafter, set forth.
- B. The Operating Committee shall consist for the following representatives:
 - Richton Park Police Department - Police Chief or the designated alternate;
 - Richton Park Fire Department - Fire Chief or the designated alternate;
 - Matteson Police Department - Police Chief or the designated alternate;
 - Matteson Fire Department - Fire Chief or the designated alternate;
 - Olympia Fields Police Department - Police Chief or the designated alternate;
 - Olympia Fields - Fire representative or the designated alternate.
 - Park Forest Police Department – Police Chief or the designated alternate;
 - Park Forest Fire Department – Fire Chief or the designated alternate.
- C. Each Operating Committee member shall be entitled to cast one vote. The member or the designated alternate must be present to cast a vote. No proxy votes or absentee voting shall be permitted.
- D. The daily operations of SOUTHCOSMSM shall be conducted under the direction and supervision of the Operating Committee Chair, as hereinafter provided, subject to the limitations established from time to time by the Board and the Operating Committee. Except as specifically provided herein, no contract or other obligation of SOUTHCOSMSM shall be binding unless approved or ratified by the Board of Directors.

- E. The Operating Committee members shall consist of the operational heads as defined in Paragraph B. of Article VI. The respective operational head shall designate in writing to the Board the alternate who may serve on the Operating Committee in his/her absence.
- F. The Operating Committee may establish rules for its own procedures and shall have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois, these By-Laws, or the Agreement. A quorum for the transaction of business of the Operating Committee shall consist of a representative from each member, and the majority of its members then holding office.
- G. All meetings of the Operating Committee shall, except to the extent that these By-Laws impose more strict requirements, be held in accordance with the "Open Meeting Act" of the State of Illinois (5 ILCS 120/1 et seq.). Regular meetings of the Operating Committee shall be held as required but no less than six (6) times per year. Written notice of regular meetings of the Operating Committee shall be given to each member not less than ten (10) days prior to such meeting, and an agenda for the meeting shall accompany such notice; however, such meetings shall not be limited to the matters set forth in the agenda. Special meetings of the Operating Committee may be called by the Chair, by the Committee on its own motion or by a majority of the Operating Committee members or their designated alternates. At least forty-eight (48) hours prior written notice of special meetings specifying the time, date and location of the special meeting shall be given to each member of the Operating Committee and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at such special meeting shall be limited to those items specified in the agenda.
- H. The Operating Committee shall make all administrative decisions concerning development, operations, costs and equipment.
- I. Expenditure of Funds:
1. Subject to the policies established by the Board, and within the limits fixed by an approved budget (and authorized transfers as provided herein), the Operating Committee shall oversee the daily operating affairs of SOUTHCOMSM. The Operating Committee shall not expend unbudgeted funds or incur obligations in an amount exceeding Five Thousand Dollars (\$5,000.00) without the prior approval of the Board, provided however, that in the event of an actual emergency the Operating Committee may expend amounts in excess of Five

Thousand Dollars (\$5,000.00) in order to secure the continued operation of SOUTHCOMSM.

The Board must approve the expenditure at its next regular meeting.

2. The Operating Committee shall have the authority to transfer funds (not to exceed Five Thousand Dollars {\$5,000.00} for any single purpose) among line items within the budget in order to meet unanticipated needs or to meet changed situations. Such transfers shall be reported to the Board at its next regular meeting.
 3. Nothing in this Paragraph I, shall be construed to mean that 9-1-1 surcharge funds may be expended for any purpose not delineated in Paragraph C. of Article IV of these By-Laws.
- J. At each regular meeting of the Board, the Chair of the Operating Committee shall present a full report of activities, including, but not limited to, budget and financial transactions and significant developments since the last regular meeting.
- K. The Operating Committee shall have the authority, as provided by the approved budget, to hire, fix the salaries and job descriptions of, and terminate all employees of SOUTHCOMSM.
- L. The Operating Committee shall insure that the decisions of the Board are carried out.
- M. Members of the Operating Committee shall receive no salary or compensation from SOUTHCOMSM for their services with the exception of the Treasurer of the Operating Committee for an amount to be determined by a resolution of the Board of Directors.

ARTICLE VII - OPERATING COMMITTEE OFFICERS

- A. Officers of the Operating Committee shall consist of a Chair, Vice-Chair, Treasurer and Secretary. All officers shall be elected by and from among the members of the Operating Committee.
- B. Subject to the provisions of Paragraph (D) of this Article, with the exception of the Treasurer, Operating Committee Officers shall be elected annually for the fiscal year and shall serve a one-year term. New officers shall take office at the adjournment of the last regular meeting of the fiscal year.

- C. A vacancy shall immediately occur in an office upon the resignation or death of the person holding such office or upon the cessation of that person's services to the Member he/she represents. Upon a vacancy occurring in any office, the Member may appoint a successor to fill the vacancy.
- D. Any officer elected by the Operating Committee may be removed by a two-thirds vote of the members of the Operating Committee then holding office whenever in their judgment the best interests of SOUTHCOMSM would be served thereby.
- E. **The Chair** shall:
Be the primary operating officer of SOUTHCOMSM and shall in general oversee its business, operations and affairs. The Chair may sign, with the attestation of the Vice-Chair or the Treasurer, any instruments which the Board or the Operating Committee has authorized to be executed, and in general shall perform all duties incident to the office of the Chair of the Operating Committee and such other duties as may be prescribed from time to time by the Board.
- F. **The Vice-Chair** shall:
In the absence of the Chair, or in the event of his inability or refusal to act, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all of the powers and responsibilities of and be subject to all the restrictions upon the Chair. The Vice-Chair shall be assigned duties by the Operating Committee Chair.
- G. **The Treasurer** shall:
1. Perform his or her duties subject to the custodial responsibilities set forth by the municipal Treasurer designated as the Custodian of the Fund and the Non-Surcharge Fund as set forth in Paragraphs B, and D, of Article IV;
 2. Have charge and custody of and be responsible for all funds and securities of SOUTHCOMSM, receive and give all receipts for monies due and payable to SOUTHCOMSM and deposit all such monies in the name of SOUTHCOMSM in such banks, trust companies or other depositories as shall be designated by the Board; and
 3. Perform all of the duties to the Office of Treasurer and such other duties as from time to time may be assigned by the Operating Committee Chair or the Board .

H. The **Secretary** shall:

1. Take and keep the minutes of the Operating Committee's meetings in a book provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; and
3. Be custodian of the records of the Operating Committee and in general perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned by the Operating Committee Chair or the Board.

I. The Operating Committee Chair, Vice Chair, Treasurer and the Director shall be bonded. The bond shall be in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) for the faithful discharge of their duties, with such surety or sureties as the Board shall determine, and which bond shall be purchased by SOUTHCOMSM.

ARTICLE VIII - DIRECTOR

The Operating Committee shall have the authority to hire and/or terminate a Director of Southcom Operations. The Director will be an "at will" employee:

- A. The Director, under the direction of the Operating Committee Chair, shall supervise the daily operations of SOUTHCOMSM. The Director shall make a written monthly report to the Operating Committee. The Operating Committee Chair shall act as a liaison between the Director and the Board
- B. The Director shall have the authority to make expenditures on behalf of SOUTHCOM to purchase budgeted services, equipment and supplies in an amount not to exceed Five Hundred Dollars (\$500.00). However, in the event of an emergency the Director may, with the approval of any one operating committee member, expend such amounts as are necessary to ensure the continued operation of SOUTHCOMSM and receive approval afterwards from the Operating Committee.

- C. The Director shall have such duties and responsibilities that are delegated by the Board, including, but not limited to, the preparation of a draft budget to be reviewed by the Operating Committee and forwarded to the Board.

ARTICLE IX - FINANCES

- A. The fiscal year of SOUTHCOSM shall end on April 30th.
- B. An annual budget shall be adopted by the Board at the annual meeting held in January of each year; copies shall be mailed immediately to the Clerk and Chief Administrative Officer of each Member. The annual budget must be approved by a 75% vote of all participating Member communities.
- C. The Operating Committee shall have the authority to fix the cost sharing charges for all Members in an amount sufficient to provide the funds required by the budget provided. However, if any member's cost sharing charges exceed one hundred and five percent (105%) of its cost sharing charges for the prior year, then such charges must be approved by a three-fourths (3/4) vote of the Board. Any Member whose charges have not been paid within sixty (60) days after billing shall not be entitled to further voting privileges, nor shall a representative of said Member serve as a member of the Board or of the Operating Committee until such time as all charges have been paid in full. A delinquent Member's inability to vote shall not relieve the Member from its continuing obligation to pay all charges as they accrue. In addition to amounts due and owing, any payment more than sixty days (60) delinquent shall be subject to interest in the amount of ten percent (10%) per annum. The amount of each Member's charges shall be determined in accordance with Paragraph D.
- D. The Member cost associated with SOUTHCOSM shall be divided for cost sharing purposes based on a percentage of total calls for service. Total calls for service shall be the aggregate of police; fire and EMS dispatches generated by the computer aided dispatch (CAD) system for each Member agency. The Members' annual cost will be determined by computing each Member's percentage of calls for service over an average of the last two (2) consecutive years. These percentages will be used to determine the Member's on-going operational costs. The percentages may be rounded up or down if so determined by a vote of the Operating Committee. The decision of the Operating Committee may be appealed to the Board whose decision shall be final.

- E. Each Member shall take all required actions to authorize and provide the necessary funds to meet its initial and continuing obligations under this By-Law and under the Agreement. Certified copies of each Member's budget and/or levy ordinance showing such funds as a separate line item shall be delivered to the Board within thirty (30) days of the passage/adoption of such budget/ordinance, but in no event less than fifteen (15) days prior to the Board's annual meeting at which the annual budget for SOUTHCOMSM shall be adopted as provided in Paragraph B. of this Article.
- F. Periodic payments shall be made to SOUTHCOMSM as follows:
1. Start-up funds for SOUTHCOMSM have been paid. After this start-up payment, the regular payment schedule described below shall take effect.
 2. An initial billing for each new fiscal year shall be issued by the first day of the new fiscal year.
 3. Thereafter, statements will be issued, at least, on a quarterly basis. Said statements will be based upon the terms of Paragraph D, this Article.

ARTICLE X - AUDITS

The Board shall cause an annual audit of the financial affairs of SOUTHCOMSM 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. The annual audit report shall be delivered to the chief financial officer of each Member.

ARTICLE XI - WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. A member may at any time after twenty-four (24) months after the effective date of the Agreement, give written notice of its intent to withdraw from SOUTHCOMSM. The nonpayment of cost sharing charges as set forth herein, or the refusal or failure of any Member to comply with any obligation imposed upon the Member by these By-Laws or any obligation imposed upon the Member by the

Board of Directors or the Operating Committee in accordance with these By-Laws shall constitute the non-complying Member's notice of withdrawal which shall be deemed delivered by the Member to SOUTHCOMSM as of the date announced in a Resolution passed by a majority of a quorum of the Board of Directors which Resolution shall identify the Member's non-compliance. Withdrawal may be made subject to any or all of the following conditions in the sole discretion of the Board:

1. Withdrawal shall not take effect for one (1) calendar year from the date of such notification.
 2. Upon withdrawal, the withdrawing Member shall continue to be responsible for:
 - a. Its share of all costs through the effective date of its withdrawal; and will continue to receive full service until such date.
 - b. Any contractual obligations it has signed separately with SOUTHCOMSM.
- B. If the withdrawal results in termination of the Agreement, then the withdrawing Member shall participate in the termination of the Agreement and the dissolution of SOUTHCOMSM as set forth herein.
- C. If the withdrawal of a Member of SOUTHCOMSM reduces the number of Members to less than that feasible to keep SOUTHCOMSM operational, or upon the vote of two-thirds of the Board to dissolve, then the Agreement shall be terminated and SOUTHCOMSM dissolved. Upon such termination and dissolution, and after payment of all debts, all assets and liabilities of SOUTHCOMSM shall be distributed among those Members who were active members of SOUTHCOMSM during the one (1) year prior to such dissolution, in proportion to the average of their respective payments to SOUTHCOMSM during the preceding five (5) years.

ARTICLE XII - LIABILITY AND PROPERTY

- A. Except as otherwise herein provided all Members of SOUTHCOMSM shall be equally and severally liable for the debts and liabilities of SOUTHCOMSM.

- B. SOUTHCOMSM shall procure and maintain during the term of the Agreement sufficient insurance to cover the replacement value of the equipment, software and other assets of SOUTHCOMSM. Further, SOUTHCOMSM shall procure and maintain, during the term of the Agreement, liability insurance with a single occurrence limit of Five Million Dollars (\$5,000,000) or such other amount as may from time to time be approved by the Board insuring the Members, SOUTHCOMSM employees, the Board, the Operating Committee and all other agents of SOUTHCOMSM as their respective interests may appear, against public liability for any alleged act or omission in connection with the operation of SOUTHCOMSM. Each Member shall be named as an additional or co-insured on the policies required herein. In the event that SOUTHCOMSM dissolves, SOUTHCOMSM will purchase an insurance policy tail for potential future causes of action.
- C. All property acquired by SOUTHCOMSM, whether purchased by SOUTHCOMSM, donated to SOUTHCOMSM from any source, or received as a grant, shall be owned in common by SOUTHCOMSM unless otherwise determined in writing.

ARTICLE XIII - CONTRACTS, LOANS, CHECKS AND DEPOSITS

- A. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of SOUTHCOMSM, and such authority may be general or confined to specific instances.
- B. No loans shall be procured on behalf of SOUTHCOMSM and no evidence of indebtedness shall be issued in its name unless authorized by a written Resolution of the Board and in accordance with applicable law. Such authority may be general or confined to specific instances.
- C. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of SOUTHCOMSM, shall be signed and countersigned by either the Operating Committee Chair, Vice-Chair, Treasurer and/or the Director of SOUTHCOMSM and in such manner

as shall from time to time be determined by written Resolution of the Board; provided, however, that at least two (2) signatures must be required on any check, draft, or order of payment.

- D. All funds of SOUTHCOMSM not otherwise employed shall be deposited from time to time to the credit of SOUTHCOMSM in such banks, trust companies or other depositories as the Board may designate.

ARTICLE XIV - INDEMNIFICATION

- A. To the fullest extent permitted by applicable law and these By-Laws, SOUTHCOMSM shall indemnify and hold harmless any person who was or is made a party to a pending or completed action, suit or proceeding by reason of the fact that he/she is or was a director, officer or agent of SOUTHCOMSM, against and from any expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if he/she acted in good faith unless he/she acts outside the scope of his/her employment with SOUTHCOMSM.
- B. The indemnification authorized herein (unless otherwise ordered by a court) shall be made by SOUTHCOMSM only if, in its sole discretion, it finds that the director, officer, employee or agent met the applicable standard of conduct set forth in Paragraph A. of this Article. Such determination shall be made by the Board by a majority vote of a quorum of directors who are not parties to such action, suit or proceeding.
- C. Expenses incurred in defending an action, suit or proceeding may be paid by SOUTHCOMSM in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in each specific case, upon receipt of an undertaking by or on behalf of a director, officer, employee or agent to repay such amount unless it is ultimately determined that he/she is entitled to be indemnified by SOUTHCOMSM as authorized in this Article.

ARTICLE XV - AMENDMENT

- A. Any amendment to these By-Laws may be proposed by any member of the Board of Directors or by any member of the Operating Committee. To be considered, the amendment shall be submitted in writing to the Board at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered.
- B. A unanimous vote of all Board members then holding office shall be required to adopt any amendment(s) to these By-Laws.

ARTICLE XVI - PUBLIC WORKS/ESDA/ADMINISTRATIVE DISPATCHING

Subject to the capabilities of SOUTHCOSMSM, each Member may receive public works and/or administrative dispatching services from SOUTHCOSMSM at no additional cost to the Member, provided, however, that the requesting Member shall bear the cost of any additional equipment necessary to facilitate such service.

ARTICLE XVII - MUTUAL AID BOX ALARM SYSTEM DISPATCHING

Any Fire Department or Fire Protection District or other fire service entering into the Agreement shall be responsible for the costs associated with the dispatching of any Mutual Aid Box Alarm System.

ARTICLE XVIII - OUT OF SYSTEM TRANSFER FEE

If SOUTHCOSMSM must answer an emergency call for a non-member agency (with the exception of the Cook County Sheriff) which entails a forwarding transfer, a charge shall be assessed and billed to that carrier for an amount to be determined by the operating committee. SOUTHCOSMSM will seek all legal remedies for any unpaid bills. Any Cook County PSAP that may have their 9-1-1 calls transferred to SOUTHCOSMSM due to PSAP

emergencies, telephone line system malfunctions, 9-1-1 calls placed by wireless telephones or any other situation that the PSAP cannot control, shall not be charged by SOUTHCOSMSM for the transfer.

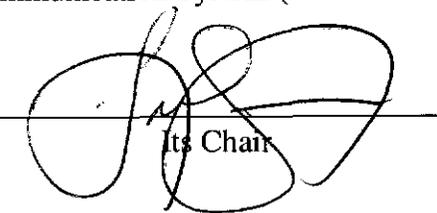
ARTICLE XIX - NEW MEMBER FEE

Any agency, which becomes a member of SOUTHCOSMSM after SOUTHCOSMSM becomes operational, shall pay an up front capacity charge to be determined by the Board of Directors.

Adopted by the Board of Directors this 17th day of June , 2005

Southern Combined Dispatch and Communication System (SOUTHCOMSM)

By:



Its Chair

ATTEST:

By:



Its



SOUTHCOM
Matteson, Olympia Fields, Park Forest, Richton Park
BUDGET 9/1/05 - 4/30/06

Code	Description	Budget
Salary & Benefits		
411	Regular	462140
412	Overtime	48640
413	Part Time	53730
481	FICA	40780
482	IMRF	50980
485	Health Ins.	132870
486	SUI	6600
555.1	Educ. Reimb.	0
555.2	Educ. Incent.	0
Total Salaries and Benefits		795740

OPERATIONS

900	Loan Pymt.	43340
500	Floor Space/Utilities	1600
501	Office Supplies	1800
511	Gasoline	670
518	Uniforms	930
520	Accounting Services	1530
521	Audit Services	3500
522	Consulting Services	61850
522.1	PCG	80000
523	Legal Services	1500
523.1	Legal, Contract	7000
524	Janitorial	3870
526	Payroll Services	870
529	Physicals	530
531	Liability Insurance	27900
538	Employee Procurement	670
539.2	Ethernet Maint.	1000
540	Wireless Telephone	2400
541.1	Telephone	3330

		9/1/5-4/30/6
541.2	SBC Trunks	4830
541.3	SBC DBM	27330
541.4	SBC T-1 Cost	11830
541.5	SBC Wireless Tarrif	2330
541.6	Internet Access	400
543.1	SBC R1 Lines/circuits	15750
543.2	Radio Ntwk Maint.	6500
544	Printing	1340
551	Dues & Subscrip.	1200
552	Auto Lease	2870
553	Training	7350
554	Travel	5880
561	HTE Software Maint.	44080
562	Community Relations	2570
566	LEADS	1670
566.1	Copier Lease	2130
567	Postage	670
568	DTN Weather	1000
570	PC Software Upgrade	4000
570.1	AS400 Software Maint.	1570
570.2	AS Equipt. Maint.	1870
571.2	Comp. Maint. Contract	1670
572.1	Equip. Maint. Contracts	30430
572.2	Vehicle Maint.	1000
573	Radio Headsets	1400
587	Bldg Maint./repairs	1330
599	Misc.	1330
811	Equipment.	0
Total Operations		428620
TOTAL SOUTHCOM		1224360

Southcom, (Matt., O.F., P.F., R.P.), Budget. Approved by the Board of Directors and Tom Mick, Village Manager, Park Forest, June 7, 2005