

2. The System Board shall review, modify and/or approve a final budget on or before April 30th of each fiscal year.
3. A complete copy of the approved final budget shall be furnished within 40 days to each System Board Director and the Treasurer.
4. After approval of the annual budget of the System Board, all expenditures shall be made in accordance with the budget.
  - a) The Director of SWCD is hereby granted authority to administer the 9-1-1 budget on behalf of the System Board.
  - b) Said Director shall have the authority to transfer contingency funds within the total budget amount in order to meet unanticipated needs of the System or to meet changed situations.
  - c) Such action of the SWCD Director shall be reported to the System Board at its next regular meeting

**C. Purchases/contract Letting**

Purchases and/or the letting of contracts shall be in accordance with applicable law and procedural guidelines established by Resolution of the System Board.

- D. It is the intention of these By-Laws and the Cooperation Agreement that the ongoing operation of the 9-1-1 System be accomplished through the facilities and equipment of SWCD, and therefore the 9-1-1 System Executive Committee shall from time to time as necessary enter in a contractual agreement with SWCD to conduct the ongoing operations of the 9-1-1 Emergency Telephone System for which SWCD shall be paid an amount of money to reimburse SWCD for all costs incurred by SWCD to conduct the ongoing operations of the 9-1-1 System.

**ARTICLE VI - Audit**

- A. Within six months after the end of each fiscal year the System Board shall cause an annual audit of the financial affairs of the Southwest Central 9-1-1 System to be prepared by a Certified Public Accountant in accordance with generally accepted auditing principals.
- B. An original copy of the annual audit report shall be delivered to each Mayor/President of each 9-1-1 System municipality, and filed with the other public officers in accord with applicable laws.

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ARTICLE VII - Withdrawal, Termination and Dissolution

A. At any time after January 1, 1993, any member unit of local government may withdraw from the 9-1-1 System subject to the provisions of this Article.

1. Such withdrawing member shall give written notice of the withdrawal in the form of a certified copy of an Ordinance passed by its council or other appropriate authority which must be delivered to the Chairman of the Board;
2. Withdrawal must be in compliance with all applicable rules or requirements of Illinois law, the Illinois Commerce Commission, and these By-Laws;
3. A withdrawing member must make appropriate notice, as established by the System Board, to the media and to all mutual aid responders of the change in emergency call handling agreements;
4. Refusal or declination of any 9-1-1 System member to be bound by any obligation of the 9-1-1 System, the System Board or the Executive Committee shall also constitute notice of withdrawal;
5. The withdrawing member shall forfeit any and all interest, right and title to 9-1-1 System property, real personal or mixed;
6. The withdrawing member shall be liable for all costs incurred by 9-1-1 System as a result of the member's separation and withdrawal, including, but not limited to, reasonable attorney fees, court costs and interest, at 2% over prime, of overdue payments due 9-1-1 System by the withdrawing member.

B. Upon any such notice of withdrawal:

1. Withdrawal shall not take effect for a period of one (1) year from the date of written notification.
2. After notice of withdrawal and after the effective date of withdrawal, the withdrawing member shall continue to be responsible for:
  - a) One hundred (100%) percent of its pro rata share of any unpaid obligations to the effective date of withdrawal;
  - b) One hundred (100%) percent of its pro rata share of

any contractual or lease obligations of the 9-1-1 System which were incurred during the period the municipality was a member or which were assumed during its membership;

- c) For any contractual obligations it has separately entered into with or on behalf of the 9-1-1 System.
- C. Upon the unanimous action of all 9-1-1 System members, and upon compliance with any applicable Illinois law, the rules and regulations of the Illinois Commerce Commission, the Cooperation Agreement, and the 9-1-1 System By-Laws, the 9-1-1 System shall be terminated and dissolved.
1. Upon such termination and dissolution, (and after payment of all debts) all individual files and documentation shall be distributed to the appropriate 9-1-1 System member without charge or offset.
  2. The remaining assets or liabilities of the 9-1-1 System shall be distributed among its members that participated in the System within the one (1) year prior to such mandatory dissolution, in proportion to the mean average of the 9-1-1 System member's regular and special assessment payments for the preceding three (3) fiscal years (or fraction thereof if any particular member shall not have belonged for a full three years), bears to the total of such payments for the preceding three (3) fiscal years, or fraction thereof as provided above.

#### ARTICLE VIII - Indemnification

- A. To the fullest extent permitted by applicable law and these By-Laws, the 9-1-1 System shall indemnify and hold harmless any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative in nature (other than an action by or in the right of the 9-1-1 System) by reason of the fact that he is or was a director, officer or agent of the 9-1-1 System, against and from expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the 9-1-1 System, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that

the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the 9-1-1 System, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- B. The indemnification authorized herein (unless ordered by a court) shall be made by the 9-1-1 System only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph A above. Such determination shall be made (1) by the Board of Directors of the System Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or, even if obtainable when a quorum of disinterested directors so direct, by independent legal counsel in a written opinion.
- C. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the 9-1-1 System in advance of the final disposition of such action, suit or proceeding, as authorized by the System Board in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the 9-1-1 System as authorized in this Article VIII.

#### ARTICLE IX - Property

All property acquired by the 9-1-1 System shall be owned by it for and on behalf of its members whose interest therein shall be in shares proportionate to its surcharge contributions, unless provided otherwise by written agreement of its members.

#### ARTICLE X - Amendment to the By-Laws

- A. Amendment to these By-Laws may be proposed by any member of the System Board.
- B. The proposed amendment shall be submitted to the System Board at least thirty (30) days prior to the meeting of the Board at which such amendment is to be considered.
- C. A three-fourths (3/4) vote of the Directors of the System Board shall be required to adopt any amendment to the By-Laws.
- D. No amendment shall be in conflict with the Cooperation Agreement, the laws of the State of Illinois, or the

applicable Rules and Regulations of the Illinois Commerce Commission.

ARTICLE XI - Committees

The System Board and Executive Committee may establish any committees necessary to fulfill the functions of the System Board or Executive Committee. The Directors of the System Board shall appoint committee members of the committees created by the System Board. The members of the Executive Committee shall appoint committee members of the committees created by the Executive Committee.

ARTICLE XII - Effective Date

These By-Laws shall take effect immediately upon approval and adoption of these By-Laws by the System Board.

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9-1-1 GENERAL INFORMATION

Current Date November 18, 1991

Proposed Operational Date March 25, 1992

Southwest Central 9-1-1 System

X  Final Plan

Modification of Existing System -- I.C.C. Docket Number \_\_\_\_\_

132,661   
Total Population Served

70.1 MILES   
Total Land Area Covered in Square Miles

PSAP 9-1-1 SYSTEM LIAISON TO THE COMMISSION:

Cynthia Barbera-Brelle   
NAME

Secretary - ETSB   
TITLE

7611 W. College Drive   
STREET ADDRESS

Palos Heights, Illinois 60463   
CITY, STATE, ZIP CODE

(708) 448-6180   
TELEPHONE NUMBER

(708) 448-1527   
ALTERNATE TELEPHONE NUMBER

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## SOUTHWEST CENTRAL 9-1-1 SYSTEM

### NARRATIVE STATEMENT

The Southwest Central 9-1-1 System provides 9-1-1 Service for the City of Blue Island, the Village of Chicago Ridge, the Village of Dixmoor, the Village of Lemont, the City of Palos Heights, the City of Palos Hills, the Village of Palos Park, the Village of Posen, the Village of Worth, the Lemont Fire Protection District, the Palos Fire Protection District, the Palos Heights Fire Protection District and the North Palos Fire Protection District. A contractual agreement between Southwest Central Dispatch and the DuPage County 9-1-1 System has been executed. It allows the Southwest Central 9-1-1 System via Southwest Central Dispatch to provide Enhanced 9-1-1 Service for the Village of Willowbrook. The system also has coverage in Cook, DuPage and Will Counties, in the State of Illinois, Illinois State Police Districts 2, 4 and 15 as well as in the Cook County Forest Preserve and Metropolitan Sanitary Districts. The Village of Lemont approved the surcharge funding referendum on November 6, 1991. The Village of Lemont has entered into an Intergovernmental Agreement with the Southwest Central 9-1-1 System to provide Enhanced 9-1-1 Service for their community.

The System's Emergency Telephone Service Board consists of a Board of Directors and an Executive Committee. The Board is composed of the municipal head, either Mayor or Village President, of each of the eight entities that compose the Southwest Central 9-1-1 System and the Director of Southwest Central Dispatch. Each entity appoints two representatives to the Executive Committee. The Executive Committee representatives are the police and fire chief from each entity or in the case of an entity served by a fire protection district, a representative from the fire protection district is appointed. Southwest Central Dispatch appoints one member to the Committee.

Southwest Central Dispatch an Intergovernmental Cooperation Association created in 1985 is the agency responsible for the operation of the Southwest Central 9-1-1 System Public Safety Answering Point.

Southwest Central Dispatch is located at 7611 W. College Drive, Palos Heights. The Center operates in a self contained building with restricted access to the building via intercom and electronic combination entry and has monitored surveillance equipment.

9-1-1 Calls will be dispatched to participating agencies via direct dispatch (radio) (NET 7 Departments - Chicago Ridge, Palos Heights, Palos Hills, Palos Park and Worth - 470.8625) (NET 8 Departments - Blue Island, Dixmoor and Posen - 470.7375) (Willowbrook - 476.7375) (Lemont 155.430) and/or via direct dispatch with mobile data terminals (858.2625). Adjacent police agencies will receive calls by direct call transfers to their PSAP or by Point to Point Radio (155.370). Adjacent fire agencies will receive calls by public safety radio (Fire Main - 154.070, Fire Mutual Aid - 154.280 or Point to Point - 155.370) or by direct call transfers to their PSAP.

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Southwest Central Dispatch currently utilizes a shared net communications system for participating agencies. An 800 Mhz trunked communication system is planned for the immediate future. Compatibility with adjacent agencies is facilitated by a shared net communication system, a point-to-point radio communication system, a mutual aid frequency or by direct dialing or transferring calls. Several adjacent agencies are co-users of the existing net communication system.

Illinois Bell Telephone is the sole telephone company servicing the Southwest Central 9-1-1 System. Thirteen (13) Exchanges servicing fifty-five (55) Prefixes presently serve the System and are detailed in Exhibit 5.

Agreements have been signed by the fourteen (14) participating agencies authorizing Southwest Central Dispatch to provide 9-1-1 service.

The following agencies have been contacted about the Southwest Central 9-1-1 System and Call Handling Agreements have been obtained from each of these agencies:

- Alsip Police & Fire Department
- Bolingbrook Fire Department
- Bridgeview Police & Fire Department
- Calumet Park Police & Fire Department
- Chicago Police Department (District 5 & 22)
- Darien Police Department
- Darien/Woodridge Fire Protection District
- Garden Homes Fire Department
- Harvey Police & Fire Department
- Hickory Hills Police Department
- Lockport Fire Department
- Markham Police & Fire Department
- Merrionette Park Police & Fire Department
- Midlothian Police & Fire Department
- Moraine Valley Community College Police Department
- Northwest Homer Fire Protection District
- Oak Lawn Police & Fire Department
- Orland Fire Protection District
- Orland Park Police Department
- Riverdale Police & Fire Department
- Roberts Park Fire Protection District
- Robbins Police & Fire Department
- Romeoville Fire Department
- Tri-State Fire Protection District
- Woodridge Police Department
- Cook County Sheriff
- DuPage County Sheriff
- Will County Sheriff
- Cook County Forest Preserve Police
- Metropolitan Sanitary District
- Illinois State Police

A Call Handling Agreement is in the process of being obtained from this agency: Chicago Fire Department

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The Enhanced 9-1-1 System will be paid for by surcharge generated from the citizens that the system serves. Since May 1990, a \$.75 surcharge is being collected. It is projected that the cost of the system including installation, network costs, customer provided equipment and ancillary costs will be \$535,000.00. It is the intent to pay for all costs without financing.

The System plans to use the following Public Education plan: Advertisements in newspapers with local circulation, use of local cable television stations, city/village newsletters, classroom education and allowing the citizens to test the system on a pre-designated day to verify the accuracy of the data base and the operation of the system.

A combination of System Written Standard Communications Operating Procedures supervisory and/or management directed training and hands on training will be incorporated as well as the equipment vendor being responsible for equipment orientation.

The System will be equipped with 8 operator positions each with 9-1-1 capabilities. 3 to 5 of the positions will be manned on a regular basis. In the event an overflow of calls occurs where on duty personnel cannot handle the load, off duty or management personnel will be called in to man the additional operating positions. If Southwest Central Dispatch experiences a system, center or trunk failure of emergency incoming calls processed by Illinois Bell Telephone's Harvey Tandem Office, calls will be rerouted to the Orland Park PSAP where they will have the capability of handling E9-1-1 Calls for Service. Calls processed by the Illinois Bell Telephone's Cicero Tandem Office will be rerouted to the Alsip Police Department where they have the capability of handling E9-1-1 Calls for Service. Calls processed by the Illinois Bell Telephone's Willowcrest Tandem Office will be rerouted to the Darien Police Department where they have the capability of handling E9-1-1 Calls for Service. Alternate Routing Agreements are being obtained to substantiate these agreements.

Everyone in the Southwest Central 9-1-1 System's service area will be included in the system. There are citizens residing in the fire protection/emergency medical jurisdiction who can't dial 9-1-1 because they reside in an unincorporated area and Cook County has not determined their course of action relative to 9-1-1. Legislation is being considered that will allow a fire protection district to institute a surcharge. Citizens in these areas will reach emergency services by dialing a seven digit emergency number.

There are no rural addresses in the Southwest Central 9-1-1 System.

The Illinois Bell data base will be updated on a daily basis and is located in Indianapolis, Indiana. The Southwest Central 9-1-1 System will do audits on a regular basis documenting additions and corrections as they present themselves.

The Southwest Central Dispatch Center is in a self contained brick building. There are no windows in the Emergency Communications Center. The only windows in the building are in the Director's Office and at the front entrance way. Access to the building is totally restricted to authorized personnel only. Access to the building is monitored by a

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video camera and requires a combination entry for authorized persons  
to access the building.