

**AN ORDINANCE AUTHORIZING ENTRY INTO  
THE NORTHWEST CENTRAL 9-1-1 SYSTEM**

**WHEREAS**, the State of Illinois has enacted into law the Emergency Telephone System Act (50 ILCS 750/1 et seq.), hereafter called the "Act"; and

**WHEREAS**, the City of Rolling Meadows has previously enacted an Ordinance pursuant to the Act which authorized the implementation of a 9-1-1 Emergency Telephone System in the Village; and

**WHEREAS**, the Act allows two or more communities to form a Joint Emergency Telephone System Board; and

**WHEREAS**, pursuant to the Act, the municipalities of Arlington Heights, Buffalo Grove, Elk Grove Village and Mount Prospect have formed a Joint Emergency Telephone System known as the Northwest Central 9-1-1 System (hereafter called the 9-1-1 System); and

**WHEREAS**, the City of Prospect Heights and the Villages of Hoffman Estates, Inverness, Palatine, Schaumburg and Streamwood have subsequently joined the Northwest Central 9-1-1 System; and

**WHEREAS**, the City Council of the City of Rolling Meadows deems it to be in the best interest of the City to join the 9-1-1 System;

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Rolling Meadows as follows:

**Section 1.** The City of Rolling Meadows hereby approves and enters into the Intergovernmental Cooperation Agreement with the Villages of Arlington Heights, Buffalo Grove, Elk Grove Village, Hoffman Estates, Inverness, Mount Prospect, Palatine, Schaumburg, Streamwood, the City of Prospect Heights and any other municipalities as shall from time to time elect to participate in the Joint Emergency Telephone System Agency, designated as the Northwest Central 9-1-1 System, pursuant to Section 15.4 of the Act. A true and correct copy of said Agreement, marked Exhibit A, is attached and made a part of this ordinance.

**Section 2.** The 9-1-1 System By-Laws are hereby approved and adopted, a true and correct copy of which are attached and made a part of this ordinance, marked Exhibit B.

**Section 3.** All wireless surcharge revenue collected by the State of Illinois on behalf of the City of Rolling Meadows shall be remitted by the Illinois Commerce Commission to the 9-1-1 System.

**Section 4.** The terms and conditions for membership in the 9-1-1 System, marked Exhibit C, are hereby approved and adopted and made a part of this ordinance.

**Section 5.** The City Manager of the City of Rolling Meadows is hereby designated to be the City representative on the 9-1-1 System Board.

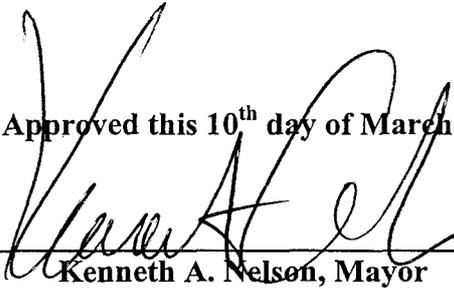
**Section 6.** This ordinance shall be in full force and effect from and after its passage and approval as required by law.

**Ayes:** Lusk, Buske, Rooney, Adams, Kwandras, Larsen

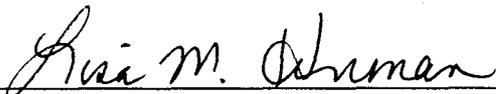
**Nays:** 0

**Absent:** Pitzaferro

Passed and Approved this 10<sup>th</sup> day of March 2009.

  
\_\_\_\_\_  
Kenneth A. Nelson, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lisa M. Hinman, City Clerk

## NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

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

WITNESSETH:

**WHEREAS**, a Central Dispatching System has existed in Northwestern Cook County and in parts of DuPage, Kane and Lake Counties since 1972; and

**WHEREAS**, such System has been demonstrated to be of great value to its constituent municipalities, the signatories hereto; and

**WHEREAS**, the addition of another municipality to the System will provide for more efficient and economical dispatching of life and property saving services; and

**WHEREAS**, the cost of providing and maintaining a central dispatching system is probably excessive for any one of such signatories; and

**WHEREAS**, a centralized police, fire and other emergency dispatching system can adequately serve the needs of all of such signatories; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9, authorize joint exercise by two or more local governments of any power common to them; and

**WHEREAS**, it is the desire of the signatories hereto to jointly provide for and maintain a central dispatching system for their mutual advantage and concern.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 5 ILCS 220/9, the undersigned do hereby federate together in a cooperative venture for the joint and mutual operation of a centralized communications system, to be known as "Northwest Central Dispatch System" (hereinafter designated as NWCDS) which shall consist of all of the local governments which may hereafter become signatory hereto.
2. By-Laws. NWCDS shall be subject to and shall be governed by certain By-Laws, a copy of which is attached hereto as Exhibit "A" and by this reference

made a part of this Agreement, together with any amendments, which may be made to said By-Laws in the manner and means therein set forth.

3. NWCDS Participation. Each participating local government of the Central Dispatching System (and each local government which may hereafter sign after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of NWCDS and is entitled to the rights and privileges and subject to the obligations of membership, all as provided in said By-Laws.

4. Termination. Any party to this agreement may cease to be a party hereto and may withdraw from participation in NWCDS in the manner and means set forth in said By-Laws.

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

6. Amendments. This Agreement may not be amended, except by written agreement and resolution of all the then parties to it. However, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein, provided such amendments do not conflict with the terms set forth in this Agreement exclusive of said Exhibit "A".

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

8. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary therefore, a defaulting member shall pay reasonable attorney's fees to NWCDS as adjudicated by the Court.

9. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

10. Effective Date. This Agreement shall become effective when signed by all of the respective representatives of the Village of Arlington Heights, Village of Buffalo Grove, Village of Elk Grove Village, Village of Hoffman Estates, Village of

Inverness, Village of Mount Prospect, Village of Palatine, City of Prospect Heights, City of Rolling Meadows, Village of Schaumburg and Village of Streamwood.

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

VILLAGE OF ARLINGTON HEIGHTS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF BUFFALO GROVE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF ELK GROVE VILLAGE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF HOFFMAN ESTATES

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF INVERNESS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF MOUNT PROSPECT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF PALATINE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

CITY OF PROSPECT HEIGHTS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

CITY OF ROLLING MEADOWS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF SCHAUMBURG

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF STREAMWOOD

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT B



BY-LAWS

for the

NORTHWEST CENTRAL 9-1-1 SYSTEM

Approved and Adopted  
By the System Board  
December 14, 1989  
Amended – January 16, 1992  
Amended – May 18, 2000  
Amended – May 17, 2001  
Amended – May 15, 2008

BY-LAWS  
for the  
NORTHWEST CENTRAL 9-1-1 SYSTEM

ARTICLE I

PURPOSE

The Northwest Central 9-1-1 System (hereafter the "9-1-1 System") is a cooperative venture voluntarily established by its members pursuant to the Northwest Central 9-1-1 System Intergovernmental Agreement (hereafter the "Agreement") entered into by them in accord with the Intergovernmental Cooperation Act, 5 ILCS 220/1 and the Emergency Telephone System Act, 50 ILCS 750/1 of the Illinois Compiled Statutes. The 9-1-1 System has been established for the purpose of providing the equipment, services, personnel, facilities and other items necessary for the implementation, operation, maintenance and repair of a 9-1-1 Emergency Telephone System within portions of Cook, DuPage, Kane, and Lake Counties, Illinois.

ARTICLE II

MEMBERSHIP

- A. The members of the 9-1-1 System are the Villages of Arlington Heights, Buffalo Grove, Elk Grove Village, Hoffman Estates, Mt. Prospect, Palatine, Schaumburg, Streamwood, and the City of Prospect Heights pursuant to the Agreement.
- B. Any municipality which hereafter becomes a full participating member of the Northwest Central Dispatch System may also become a member of the 9-1-1 System, provided all current members and the new member sign an addendum of new membership to the 9-1-1 Cooperative Venture Agreement.
- C. The addendum authorizing a new member of the 9-1-1 System shall require the new member to:

1. Provide funds for its proportionate share of the costs of operations of the 9-1-1 System; and
2. Provide all necessary funds required to add or modify hardware and/or software in order to accommodate the operational needs of the new member. Each new member shall also be expected to pay a proportionate share of normal 9-1-1 operating expenses.
3. Provide written acceptance obligating itself for its proportionate share of the existing debts and liabilities of the 9-1-1 System.
4. Deliver to the Joint Emergency Telephone System Board a duly certified ordinance in proper form authorizing and directing such member's execution of the addendum and the written acceptance of existing debts referred to in C.3. above, and its agreement to be bound by the 9-1-1 System's By-Laws.

### ARTICLE III

#### JOINT EMERGENCY TELEPHONE SYSTEM BOARD

##### A. Powers

The Joint Emergency Telephone System Board created pursuant to the Agreement shall consist of a Board of Directors (hereafter the "System Board") who are the Chief Appointed Administrative Officers of the member municipalities. The System Board shall have the following powers and duties:

1. Planning a 9-1-1 Emergency Telephone System (hereafter the "System").
2. Coordinating and supervising the implementation, upgrading, maintenance, repair, and operation 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 of the Illinois Compiled Statutes and from any other source, for deposit into the Emergency Telephone System Fund;

4. Authorizing all disbursements from the Fund by Resolutions approved by a majority of all System Board members;
5. Hiring, on a temporary or permanent basis, any staff necessary for the operation or upgrade of the System;
6. Making and entering into contracts;
7. Acquiring, holding and disposing of property;
8. Incurring debts, liabilities or obligations in accord with applicable law as necessary for the accomplishment of the purposes of the 9-1-1 System;
9. Purchasing and leasing necessary equipment; and
10. Exercising all powers necessary and incidental to carrying out the purposes set forth in Article I of these By-Laws including but not limited to, hiring auditors and attorneys, approving amendments to these By-Laws, accepting new members, approving the annual budget of the 9-1-1 System, and determining the general policy of the 9-1-1 System, provided however, that such policy shall never be inconsistent with the laws of the State of Illinois.

B. Organization

1. Each member of the System Board shall be entitled to one vote.
2. Proxy or absentee voting is not allowed. However, each member may designate a person to serve in his or her absence at regular and special meetings with voting power. A member of the Board may designate a police or fire chief or a member of the command staff for either department.
3. In case of a tie vote, the Chairman of the System Board shall cast a second and deciding vote.
4. If any member of the System Board ceases to be an official or employee of their respective municipality or of the Dispatch System in the instance of its Executive Director such seat on the Board shall be vacant until a successor is duly appointed.

5. Members of the System Board shall serve on the Board without salary, but each may be reimbursed for necessary expenses incurred in connection with 9-1-1 System business.

C. Meetings

1. Regular meetings of the System Board shall be held in the NWCDs offices six times a year on the third Thursday in January, March, May, July, September and November and scheduled to convene immediately following the regular meeting of the System Board of Northwest central Dispatch System.
  - a) At least five (5) days prior to each such meeting, the Chairman of the Board shall cause an agenda for such meetings to be sent to each of the other Board members.
2. A special meeting of the System Board may be called by its Chairman or by any two members of the Board as follows:
  - a) Two (2) days written notice of special meetings shall be given to each member of the Board in a form, which shall include an agenda specifying the subjects of such special meeting.
  - b) Business conducted at said special meeting shall be limited to those items specified in the agenda.
  - c) Notwithstanding (a) above an emergency meeting may be called without written notice if a majority of the members agree.
3. Unless otherwise specified in these By-Laws, a quorum for the transaction of all business by the Board shall consist of a majority of the System Board members.
4. Except to the extent that these By-Laws or any rules adopted by the System Board impose a stricter requirement, all meetings of the System Board shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 et seq.
5. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the System Board.

D. Officers of the System Board

Officers of the Board of Directors shall consist of a Chairman, a Vice Chairman, a Secretary and a Treasurer. The Chairman and Vice Chairman shall be elected each year from among the membership of the Board at the March meeting. The Treasurer, who shall be the Finance Director of one of the member municipalities, shall be appointed by the System Board. The NWCDS Executive Director may serve as Secretary if another person is not so appointed by the Board of Directors. The Chairman and Vice Chairman shall hold office for a term of one year and the Treasurer shall hold office for a term of four years. The Chairman and the Vice Chairman may be re-elected for successive terms. Newly elected officers shall assume their office in May.

1. Chairman

The Chairman shall:

- a) Conduct meetings of the System Board.
- b) Sign or co-sign with the Treasurer any instruments, which the System Board has authorized to be executed.
- c) Perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time provided that such other duties are consistent with these By-Laws, the Agreement and applicable laws, including the applicable Rules and Regulations of the Illinois Commerce Commission.

2. Vice Chairman

In the event of the absence of the Chairman, or in the event of the Chairman's inability or refusal to act, the Vice-Chairman shall perform the duties of Chairman until such time as the Chairman again undertakes to perform the duties of his office.

3. Secretary

The Secretary shall:

- a) Keep the minutes of the 9-1-1 System Board;
- b) See that all notices are duly made, given and/or published in accordance with the provision of these By-Laws or as required by law;

- c) Act as custodian of the records of the 9-1-1 System;
- d) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the System Board.

#### 4. Treasurer

In accordance with 50 ILCS 750/15.4(c) the Treasurer shall at all times be the actual treasurer of one of the 9-1-1 System member units of local government.

The Treasurer shall:

- a) Receive and act as custodian and be responsible for all funds generated through a surcharge on telephone in-service network connections, as well as any other funds generated in support of the 9-1-1 System.
- b) Dispense funds from the Emergency Telephone System Fund in accordance with Illinois law and these By-Laws.
- c) In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the System Board.
- d) The Treasurer shall give bond in the amount of \$1,000,000 for the faithful discharge of his duties, with such surety or sureties as the Board shall determine. The bond premium shall be paid by the System.
- e) The Treasurer is not a Director and shall have no vote on the System Board or be entitled to any compensation for services rendered as Treasurer.

### ARTICLE IV

#### EMERGENCY TELEPHONE SYSTEM FUND

- A. There shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all monies received by the System, including those received pursuant to a 9-1-1 surcharge shall be deposited.

- B. The System Treasurer shall be custodian of the Fund.
- C. All interest accruing on the Fund shall remain in the Fund.
- D. No expenditures may be made from the Fund except pursuant to Resolutions approved from time to time by a majority of the Board. Any Resolution of the Board, which approves an annual budget, shall be deemed an approval of the expenditure of the funds required to pay the amounts specified in the budget.
- E. Expenditures 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 database, and update and maintenance thereof.
  - 3. The repayment of any monies advanced for the implementation of the System.
  - 4. The charges for Automatic Number Identification and Automatic Location Identification equipment, 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. Other products and services necessary for the implementation, upgrade, maintenance, and repair of the System and any other purpose related to the operation of the 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 the Northwest Central 9-1-1 System Primary Public Safety Answering Point (PSAP). Costs attributable directly to the operation of the Emergency Telephone System do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.

## ARTICLE V

### FISCAL YEAR/BUDGET/PURCHASES/CONTRACTS

#### A. Fiscal Year

The fiscal year of the Northwest Central 9-1-1 System shall commence on May 1st and end on April 30th.

#### B. Budget

1. The Secretary shall prepare a proposed budget for the succeeding fiscal year and distribute it to the System Board.
2. The Board shall review, modify and/or approve a final budget at its January meeting each year.
3. A complete copy of the approved final budget shall be furnished within 45 days to each Board member.
4. After approval of the annual budget by the System Board, all expenditures shall be made in accordance with the budget.
  - a) The Executive Director of the Northwest Central Dispatch System 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 NWCDs Executive Director shall be reported to the System Board as a supplement to the Director's bi-monthly report.

#### C. Purchases/Contract Letting

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

The System Board may enter into a contractual agreement with the Northwest Central Dispatch System for the on-going operations of the 9-1-1 Emergency Telephone System and make appropriate arrangements for the reimbursement of allowable costs incurred by NWCDS on behalf 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 Northwest Central 9-1-1 System, to be prepared by a Certified Public Accountant in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to the Director of Finance of each member municipality, and filed with other public officers in accord with applicable laws.

## ARTICLE VII

### WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Any member municipality may withdraw from the Northwest Central 9-1-1 System subject to the provisions of this Article.
  - 1. Such withdrawing member shall give written notice of withdrawal in the form of a certified copy of an Ordinance passed by its corporate authorities, which must be delivered to the 9-1-1 System's Headquarters (currently located at 1975 E. Davis Street, Arlington Heights, Illinois, 60005) The written notice of withdrawal shall be deemed received when the written notice is actually received by the 9-1-1 System, either personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested deemed a nullity and not received by the 9-1-1 System.
  - 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 the emergency call handling agreements.
4. Refusal or declination of any member municipality to be bound by any obligation of the Northwest Central 9-1-1 System or its System Board shall also constitute notice of withdrawal.
5. The withdrawing member shall forfeit any and all interest, right and title to Northwest Central 9-1-1 System property, real, personal or mixed.
6. The withdrawing member shall be liable for all costs incurred by Northwest Central 9-1-1 System as a result of the member's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest on late payment of obligations.

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 current 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 Northwest Central 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 Northwest Central 9-1-1 System.
  - d) The term "pro rata share" as used in Article VII of the 9-1-1 System By-Laws, shall mean a percentage of all the 9-1-1

System's costs, which costs include but are not limited to those costs identified in B.2.a) and B.2.b) set out above.

The percentage shall be computed by determining the total telephone access lines of the Northwest Central 9-1-1 System, and dividing said sum into the total telephone access lines of the withdrawing member for the last complete calendar month preceding the withdrawing member's effective date of withdrawal.

- C. Upon the unanimous action of all members of the Agreement, and in compliance with any applicable Illinois law, the rules and regulations of the Illinois Commerce Commission, the Cooperation Agreement and the 9-1-1 System's By-Laws, the Northwest Central 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 municipality without charge or offset.
  2. The remaining assets or liabilities of the Northwest Central 9-1-1 System shall be distributed among the municipalities which had participated in the System within the one (1) year prior to such mandatory dissolution, in proportion to the mean average of municipalities' 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. Each member which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency services pursuant to a dispatch via the System (hereinafter "Claim") shall, at such member's sole expense, indemnify and save free and harmless any other member, and its officers, employees and agents from any cost, expense attorney fees, judgment or liability of any nature when any other member is/are subject to the same

Claim solely as a consequence of such other member being a member of this 9-1-1 System.

Additionally, in the event the 9-1-1 System and/or its Directors, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of member's personnel in responding to or providing emergency services pursuant to a dispatch by the 9-1-1 System such member shall at its sole expense, indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature the System and/or its offices, Directors, employees and agents unless it is determined that the officers, Directors, employees and/or agents of the 9-1-1 System acted in a willful and wanton manner in connection with dispatching the personnel of the member.

- B. In the event that any member municipality should file suit or an action against the 9-1-1 System, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representative of the member shall be allowed to vote on any issue related to the suit or action.

## 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 the 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 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

#### EFFECTIVE DATE

These By-Laws shall go into effect immediately upon approval by the System Board.

## Exhibit C - Memorandum of Agreement - NWC911

1. Upon the date when all participants have approved and signed the revised Northwest Central 9-1-1 System Intergovernmental Agreement, Rolling Meadows will be considered to be a non-voting member of the system, and will be permitted to participate in all activities and deliberations of the system.

Rolling Meadows will be granted voting rights when 9-1-1 operations for Rolling Meadows are officially transferred to the NWC911 System and monthly surcharge collections (landline and wireless) and system operational contributions are remitted directly to the Northwest Central 9-1-1 System.

At that time, Rolling Meadows will have one seat and one vote on the NWC911 System Board (the ETSB) (which is composed of the City/Village Managers of the member municipalities).

Simultaneously, when voting rights are granted, Rolling Meadows will eliminate its own independent Emergency Telephone System Board.

The Northwest Central 9-1-1 System will perform all necessary work associated with the preparation and filing of an amended 9-1-1 system plan with the Illinois Commerce Commission.

2. All 9-1-1 surcharge remittances and system operational contributions will be made payable to the Northwest Central 9-1-1 System and be sent by the local exchange carriers in the case of wireline surcharge collections, by the ICC in the case of wireless surcharge collections, by the Voice over IP providers serving municipal VoIP subscribers and by any other provider that may deliver 9-1-1 calls for their subscribers to the Northwest Central office.
3. Northwest Central will deposit the net amount remitted by the local exchange carriers, VoIP or other 9-1-1 providers based on the current system wide operating surcharge of \$.29 per line per month. This amount will be allocated to the common 9-1-1 system funding pool and will be used for 9-1-1 system budgetary purposes. In addition Northwest Central will deposit an additional \$.43 per line per month. This amount will be allocated to a radio system infrastructure replacement fund.

If Rolling Meadows retains its surcharge at a rate that is higher than \$.72 per month, the surplus may be applied to any lawful 9-1-1 related expense as Rolling Meadows directs. Northwest Central will administer those funds as directed by Rolling Meadows.

If at a later date, the members of the system determine that there is a need to increase the monthly operating surcharge for general system operating expenses or capital improvements Rolling Meadows will maintain parity in the portion of its contribution, which is allocated to 9-1-1 system operations.

4. The Northwest Central 9-1-1 System will pay all expenses related to the provisioning of Enhanced 9-1-1 service for Rolling Meadows effective with the transfer of 9-1-1 functions to Northwest Central. This includes AT&T and other local exchange carrier service fees, database preparation and maintenance, 9-1-1 premise equipment hardware and software, and adequate backup capability.

5. Rolling Meadows will pay certain one-time fixed costs for new equipment and/or software or for the modification of certain system components necessary for the integration of Rolling Meadows into the Northwest Central 9-1-1 System.

Rolling Meadows agrees to pay such expenses to the Northwest Central 9-1-1 System on an installment basis, with each installment being paid within 30 days after receipt of an invoice from the Northwest Central 9-1-1 System.

The total combined one-time transitional expense for Rolling Meadows for system modifications is included in the aggregate found in item number 4 of the NWCDS Memorandum of Agreement.

6. Rolling Meadows agrees to be obligated for its proportionate share of the debts and liabilities outside of normal operating expenses, which may be incurred after its effective date of transfer of 9-1-1 operations to the Northwest Central 9-1-1 System. The proportionate share will be based on Rolling Meadows' share of the total number of access lines in the 9-1-1 system.

The Rolling Meadows ETSB may use 9-1-1 surcharge revenue, which it has received prior to the transfer of operations to Northwest Central 9-1-1 System to pay any existing debts and liabilities of its 9-1-1 system.

Any balance remaining in its 9-1-1 system account on the date of transfer of operations must be transferred to the joint Northwest Central 9-1-1 System where such funds will be separately identified and administered by the Northwest Central 9-1-1 System. Those funds may be expended for any lawful 9-1-1 related expenses as Rolling Meadows directs.