

# TRI-COM CENTRAL DISPATCH BY-LAWS



Tri-Com Central Dispatch  
POLICE ▪ FIRE ▪ EMS

# **TRI-COM CENTRAL DISPATCH BYLAWS**

## **ARTICLE I**

### **PURPOSE**

Tri-Com Central Dispatch, hereinafter referred to as Tri-Com, is a cooperative arrangement voluntarily established\* by its Original Members ( as defined below) pursuant to an Intergovernmental Agreement (“IGA”) authorized by Article VII, Section 1, of the Constitution of the State of Illinois, 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/2 (1) et seq. of the Illinois Compiled Statutes for the purpose of providing communication services for police, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the venture; 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 Kane, DuPage and Kendall Counties, Illinois.

\*Intergovernmental Agreement dated June 7, 1976

## **ARTICLE II**

### **POWERS**

Tri-Com shall have the following powers in its own name:

- A. To enter into contracts in its own name, including contracts for performance of services to other public agencies, provided that such contracts are within the amounts in the annual budget; and
- B. To employ employees and professional service consultants; and
- C. To acquire, lease, hold and dispose of property, both real and personal, subject to the approval of the Original Members; and
- D. To incur debts, liabilities or obligations necessary for the accomplishment of its purpose which are within the amounts in the annual budget; and
- E. To purchase or lease necessary equipment; and
- F. To employ necessary personnel for the operation and maintenance of a system adequately designed to handle citizens’ calls for police, fire and emergency medical services as well as the dispatch of members’ field units; and

- G. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article I of these By-Laws.

### **ARTICLE III**

#### **MEMBERSHIP**

- A. The City of St Charles, the City of Batavia and the City of Geneva are the Original members of Tri-Com (hereinafter sometimes referred to as “Original Members”). Additional members (excluding contract communication service members) may be admitted to Tri-Com pursuant to Paragraph 14 of the IGA and upon such admission a new member may be referred to as an Original Member.
- B. Continued membership in Tri-Com shall be contingent upon the payment by each member municipality of an annual assessment and any additional fees that may be determined by the Board of Directors consistent with the financing procedures set forth in Article V hereunder.
- C. Subject to the Board of Directors’ approval, Tri-Com may provide certain fire, EMS and police communication contractual services to other public agencies (“contract communications service member”).
- D. Contract communication service members each shall pay to Geneva, on behalf of Tri-Com, an annual sum as and for the service fee for communication services provided by Tri-Com (Annual Service Fee). The Annual Service Fee shall be paid to Geneva in the name of Tri-Com in equal quarter annual installments by the tenth day of the month following receipt of an invoice from Tri-Com. The Annual Service Fee is based on the sum of the Base Fee and the Usage Fee. The Base Fee is One (1%) percent of the annual day-to-day operating budget for Tri-Com. The purpose of the Base Fee is to allocate among all Original Members and contract communication service members expenses of Tri-Com. The Usage Fee is a member’s proportionate share of the remaining balance of the annual day-to-day operating budget (reduced by total Base Fees and non-Usage Fee revenues) based upon the number of Calls for Service received from a member’s corporate jurisdiction for the prior fiscal year. A Call for Service is a telephonic alarm dispatch request or emergency responder request received by Tri-Com Central Dispatch from a location within (or for a location within) the corporate boundaries of a member (Original Member or contract communication service member). The proportionate share of a member for a fiscal year shall be determined by dividing the total number of Calls for Service originating from a member by the total number of Calls for Service received by Tri-Com . For illustration purposes only, assume that Tri-Com’s annual day-to-day operating budget for year 2012 is \$2,500,000 and Tri-Com received 182,500 Calls for Service in year 2011 and Municipality “X” generated 63,875

Calls for Service. The Annual Service Fee for Municipality “X” would be calculated as follows:

Base Fee (1% of \$2,500,000) = \$25,000.00

Usage Fee ( $63,875/182,500 = 35\% \times \$2,325,000^* = \$813,750.00$ )

Annual Service Fee (\$25,000.00 +\$813,750): \$838,750.00

\*Net day-to-day Operating Budget after Base Fee and non-Usage Fee Reductions

In addition, any new contract communications service member shall be liable for all costs of adding or modifying hardware and/or software necessary to effectively accommodate the operational needs of the new contract communications service member, and of insuring that there is no degradation of existing capability due to the new member’s needs. Each new contract communications service 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, which may be approved by the members. The new member shall also be subject to a one-time initiation fee to be determined by the Board of Directors.

#### **ARTICLE IV – ORGANIZATION**

The Board of Directors of Tri-Com has heretofore been established by the IGA and the position of Executive Director of Tri-Com is heretofore been established by the Board of Directors.

No Board of Director member shall receive salary or compensation from Tri-Com.

##### **A. BOARD OF DIRECTORS**

###### **1. Membership:**

Management of Tri-Com shall be vested in the Board of Directors, consisting of 9 regular members, as follows:

- a. Each police chief of an Original Member (3);
- b. Each fire chief of an Original Member (3);
- c. One alderman from each of the Original Members, said alderman being appointed by the respective mayor with the advice and consent of the respective city council (3).

2. Chairman, Vice-Chairman:

a. Election:

At its annual May monthly meeting each year, the Board of Directors shall appoint one of its members to serve as a Chairman and a Vice-Chairman. The Chairman shall conduct the meetings of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman. Each officer elected shall assume their office at the close of the May meeting and shall serve a term of one (1) year.

The police chiefs and fire chiefs will alternately act as the Chairman and Vice-Chairman positions. In even years, the Chairman shall be a fire chief and the Vice-Chairman shall be a police chief. In odd years, the Chairman shall be a police chief and the Vice-Chairman shall be a fire chief. A police or fire chief cannot hold the Chairman or Vice-Chairman position until all other police or fire chiefs have rotated through the position. Once the Chairman position is filled, the current chief officer moves to the back of the rotation.

3. Officers' Duties:

a. The Chairman shall;

1. Oversee all business and affairs of Tri-Com and chair the meetings of the Board of Directors; and
2. Execute any documents as authorized by the Board of Directors or these by-laws; and
3. Perform all duties incidental to the office of Chairman, and those that may be prescribed by the Board of Directors; and
4. From time to time, to create such sub-committees as may be needed for the Board of Directors to perform its duties and to appoint two or more members of the Board of Directors to each sub-committee; and
5. Serve as a liaison between the Board of Directors and the Executive Director; and
6. Recommend to the Board of Directors the salary of the Executive Director.
7. The outgoing Board of Directors Chairman shall conduct an annual evaluation of the Executive Director's performance and report its finding to the Board of Directors. This report shall be presented to the Board of Directors for final consideration of the proposed annual budget.

b. Vice Chairman:

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

4. Meetings:

- a. All regular and special meetings of the Board of Directors or any subcommittee shall comply with the applicable provisions of the Open Meetings Act, as amended from time to time. Notices of and agendas for any regular and special meeting shall be posted upon Tri-Com's website, if any.
- b. The regular meetings of the Board of Directors shall be held on the second Wednesday of the odd months. The March meeting shall be an annual meeting at which the annual budget for Tri-Com is adopted. The appointment of the officers for the Board of Directors will be held annually at the May meeting of the Board of Directors. The Tri-Com Executive Director or designee shall cause notice of these regular meetings, including an agenda, (a) to be mailed or electronically mailed to each member of the Board of Directors at least seven (7) days before the meeting, (b) members of the media requesting same, (c) and posted at Tri-Com's office and on the Tri-Com website. The business of the meeting shall not be limited to the agenda but no action shall be taken on any item which is not on the agenda at the time of the meeting.
- c. Special meetings of the Board of Directors may be called by the Chairman, the Board of Directors on its own motion or by the Executive Director upon written request. The date, time and location of special meetings shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be mailed to each member of the Board of Directors and members of the media requesting same at least 48 hours before the meeting. Only those items appearing on the agenda may be considered at the meeting.

5. Quorum

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If less than a majority of directors are present at a meeting, the directors present may adjourn the meeting without further notice.

6. Voting

- a. Each Director or designated alternate present shall be entitled to cast one vote on each matter before the Board of Directors for action, provided at least one member from each Original Member shall be present at such meeting.
- b. No proxy or absentee votes shall be allowed.

7. Powers of the Board of Directors:

The Board of Directors shall have all powers, express and implied, not inconsistent with or contrary to the laws of the Constitution of the State of Illinois, 1970, the Tri-Cities Intergovernmental Agreement or these Bylaws, that are necessary for it to carry out the purpose of Tri-Com as stated in the IGA . The Board of Directors may establish rules and procedures governing its conduct.

8. Duties of the Board of Directors:

The Board of Directors shall:

- a. Determine general policy of Tri-Com;
- b. Adopt the annual budget of Tri-Com;
- c. Determine the number of and job descriptions of persons employed on behalf of Tri-Com. In accordance with the IGA, all employees will technically be employees of the City of Geneva for insurance, retirement plan or other related purposes, but hiring, promotion, discipline and discharge of employees shall be under exclusive control of the Board of Directors.
- d. Appoint and remove the Executive Director;
- e. At its March meeting, fix the salary of the Executive Director.
- f. Ensure that the lead Original Member hires a certified accountant as auditor to perform an annual audit of Tri-Com's financial affairs and to prepare a report of the audit for approval by the Board of Directors. The audit shall be done after each fiscal year in accordance with generally accepted accounting principles. Each equity or contract communications service member shall be provided a copy of the audit report.
- g. Designate the officer(s) and employees authorized to execute and deliver contracts or any other instrument in Tri-Com'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 and 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;

- h. Adopt and review by-laws to govern its own deliberation and proceedings;
- i. Approve new contract communications service members and expel existing contract communications service members in accordance with established procedures.
- j. Ensure that decisions concerning development, operation, and cost sharing, expenditure approval, personnel and equipment utilization are consistent with the purpose of Tri-Com, the policies established by the Board of Directors and the limits fixed by the approved budget;
- k. Review and approve, from time to time as necessary, Tri-Com's personnel manual;
- l. Conduct annual review of the Executive Director.
- m. Review and approve the draft budget prepared by the Executive Director and submit to the lead Original Member for formal adoption at least 30 days before the end of the fiscal year.
- n. Authorize the transfer of funds within the total budget to meet unanticipated needs or to meet changed conditions.
- o. Subject to the policies determined by the Board of Directors, contract with other units of local government and other public agencies as authorized in the Illinois Intergovernmental Cooperation Act for their use of Tri-Com's facilities, equipment and services and to establish appropriate charges therefore. Except as specifically provided herein, no contract or other obligation of Tri-Com shall be binding unless approved by the Board of Directors.
- p. Conduct long term-planning on capital improvements, and multi-year expenditures;
- q. Review the facility operations, financial reports and Executive Director's report;
- r. Review and approve the disposal of surplus equipment as defined under the current policy of the Board of Directors and Illinois State Statute;
- s. Review and approve the annual audit of Tri-Com.

- t. Approve Tri-Com accounts payables.
- u. To assist Tri-Com 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)

B. Police and Fire Operation Committees

1. Membership

- a. The Tri-Com Police and Fire Operation Committees shall consist of a representative appointed by the member's Chief for each police and fire department.

2. Meetings:

- a. Regular meetings shall be held monthly for fire and bi-monthly for police. Notice of the regular meetings, including an agenda, shall be mailed to each member of respective committee at least seven (7) days before the meeting.
- b. Special meetings may be held at the call of Tri-Com or any committee member with at least 48-hours' notice given.
- c. All notices of regular and special meetings, and agendas therefor, shall be made, posted and distributed in accordance with the Open Meetings Act as amended from time to time.

3. Voting:

- a. Each committee member attending in person shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

4. Duties:

- a. Be the personal contact at each member's police or fire departments for the Tri-Com Executive Director in matters of daily procedural concern;
- b. Provide liaison to the Tri-Com Director in the coordination and preparation of unified procedures;
- c. Be a resource for the Board of Directors in researching special topics of interest;

- d. Forward complaints or compliments concerning the operation of Tri-Com to the Tri-Com Executive Director or designee from their respective agencies;
- e. Perform any other related duties as required by the Board of Directors.

C. Executive Director

- 1. The Executive Director shall be the administrative head of Tri-Com and shall be directly responsible to the Board of Directors for the administration of Tri-Com.
  - a. The Executive Director shall be appointed by and shall serve at the pleasure of the Board of Directors.
  - b. The Executive Director shall 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.
- 2. No person shall be appointed Executive Director while that person is employed by or serving as an official of an equity or contract services member.
- 3. The powers and duties of the Executive Director shall be:
  - a. To attend all meetings of the Board of Directors, unless excused from:
    - 1. The Executive Director shall have the right to take part in the discussion of all matters coming before the Board of Directors, but shall have no vote thereon;
    - 2. The Executive Director shall be entitled to and be given notice of all meetings, regular and special, of the Board of Directors.
  - b. To appoint, evaluate, promote, demote or remove employees of Tri-Com pursuant to the approved Tri-Com budget and in accordance with the personnel policies, procedures, and Collective Bargaining Agreements of Tri-Com; prior to the demotion or removal of an employee, the Executive Director shall consult with the Human Resources Department of the City of Geneva as to the manner and procedure of discipline;
  - c. To recommend to the Board of Directors for adoption of such measures as may be deemed necessary or expedient for the efficient operation of Tri-Com;

- d. To enforce, to administer, and to make operative the policies of Tri-Com as established by the Board of Directors.
  - e. To prepare a report six times a year of Tri-Com activities and present the report to the Board of Directors;
  - f. To prepare a proposed annual budget as well as a report of estimated revenues in order to determine the estimated funds necessary to defray the expense of Tri-Com for the fiscal year and to present same to the Board of Directors in a manner set forth in Article V herein;
  - g. To serve as Chairman, or appoint a designee, of the police and fire committees and coordinate the activities of the respective committees as required;
  - h. To perform such other duties as may be delegated from time to time by the Board of Directors.
4. Compensation for the Executive Director shall be set by the Board of Directors.

## ARTICLE V

### BUDGET/OPERATIONAL COSTS

- A. The fiscal year of Tri-Com shall commence on May 1<sup>st</sup> and end on April 30<sup>th</sup>.
- B. An annual budget for the upcoming fiscal year shall be adopted by the Board of Directors at its March meeting each year.
  - 1. The Executive Director of Tri-Com shall prepare a proposed annual budget for the Board to review.
    - a. Not later than January of each year, the Board shall review the proposed annual budget and make such modifications as it deems proper;
    - b. Following changes from the January meeting, the Board will vote to approve the budget in March.
  - 2. Prior to the January Board of Director's meeting, copies of the proposed budget shall be delivered to each Board member.
- C. Upon approval of the annual budget, the Board of Directors shall have the authority to fix cost-sharing charges for all equity and contract services members of an amount sufficient to provide the funds required by the current annual budget.

1. Dispatch fees shall be divided into four equal payments for each equity or service contract member . Quarterly billing statements shall be issued on May 1<sup>st</sup>, August 1<sup>st</sup>, November 1<sup>st</sup> and February 1<sup>st</sup> of each fiscal year. Any member whose charges have not been paid within forty-five (45) days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) at a rate not to exceed the greater of six (6%) percent per annum or the maximum authorized by the Bond Authorization Act, as amended. The member shall not be entitled to further voting privileges on the Board of Directors nor shall any representative hold office until such time as all delinquent payments and interest have been paid.
2. All activities of Tri-Com will be cost shared by the members. Each member's share shall be based on their percentage of calls dispatched in the prior fiscal year.

Each member's cost share shall be approved by the Board of Directors annually. Such cost sharing determination shall be made no later than the first Board of Directors meeting of each calendar year based upon statistical information for the preceding calendar year submitted to the Board of Directors in January.

- D. Whenever an Original or contract services member relocates its communication equipment and/or the communication equipment of Tri-Com to another location, and/or adds additional communication equipment to the member's communication system, thereby increasing Tri-Com's responsibilities, obligations, or costs, any and all costs incurred by Tri-Com as a result of the aforesaid relocation of communication equipment to the member's communication system, including, but not limited to, any costs, including but not limited to, the costs to install communication lines, shall be paid solely by that member. Notwithstanding any provisions in these By-Laws or this paragraph D to the contrary, no member of Tri-Com shall relocate the equipment or property of Tri-Com, or by any means increase Tri-Com's operational responsibilities, obligations and/or costs, including but not limited to, costs to be incurred by Tri-Com for the purchase of new or additional equipment, without first obtaining authorization from Tri-Com's Board of Directors to relocate Tri-Com's equipment and property and/or increase Tri-Com's operational responsibilities. Any new equipment or additional equipment and/or property acquired in accordance with this paragraph D shall become the equipment/property of Tri-Com notwithstanding the fact the existing member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Tri-Com Board of Directors, Tri-Com shall pay the costs of maintaining the equipment/property once it is purchased and installed.
- E. Each member shall take all required actions to authorize the funds necessary to meet its obligations under these By-Laws or the IGA, as the case may be.

- F. Purchases and/or letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board of Directors.
- G. After adoption of the annual budget by the Board of Directors, the Executive Director shall make expenditures in accordance with such budget. Notwithstanding the foregoing to the contract,
  - 1. The Executive Director shall have the limited authority to transfer funds within line items of the operational budget amount in order to meet unanticipated, emergency needs of the agency.
  - 2. Any fund transfer by the Executive Director shall be reported to the Board of Directors in the Director's next meeting report. The Board of Directors may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved budget.

## ARTICLE VI

### AUDIT

- A. The Board of Directors shall call for an annual audit of the financial affairs of Tri-Com to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to each equity member.

## ARTICLE VII

### LEAD AGENCY

- A. The City of Geneva is the designated lead Original Member of Tri-Com.
- B. All annual budgets and amendments thereto of Tri-Com shall be approved by the City of Geneva.
- C. Tri-Com shall pay a reasonable amount for City of Geneva's administrative expenses in carrying out the financial and insurance obligations herein.

## ARTICLE VIII

### WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Withdrawal: Any Original Member may withdraw from Tri-Com in accordance with the terms of the IGA and subject to the provisions of this Article.

1. A withdrawing Original Member 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 Chairman of the Board or Directors and the Executive Director.
2. Withdrawal of an Original Member shall also constitute withdrawal of its members to the Board of Directors and each operation committee.
3. Subject to the provisions herein, the effective date of withdrawal shall be six (6) months from the date of receipt of the withdrawing Original Member's resolution.
4. The withdrawing Original Member shall forfeit any and all interest, right and title to Tri-Com property and assets of any type whatsoever.
5. The withdrawing Original Member shall be liable for all costs incurred by Tri-Com 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.

Withdrawal of a contract communications service member shall be in accordance with the provisions of its contract with Tri-Com.

B. Termination: Any member shall be terminated as a member from Tri-Com for its failure to pay its proportionate share of the expenses of the agency.

1. Notwithstanding a member's termination as a member, the terminated party shall pay its proportionate share of the costs of Tri-Com in accordance with Article V, paragraph C, until April 30<sup>th</sup> following the termination date.
2. For any contractual obligations it has separately signed with Tri-Com.

C. Dissolution: Upon completion of an Ordinance by a majority of the Original Members to dissolve the agency, the IGA shall be terminated and dissolved in accord with the provisions thereof.

1. Upon such termination and dissolution (and after payment of all debts) all public records, individual files and documentation shall be distributed to the applicable Original Member which has jurisdiction of the subject matter of the file or documentation without charge or offset.
2. The fixed assets of Tri-Com shall be sold by sealed bid after prior thirty-day (30) public notice. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all liabilities, shall be divided among the members in proportion to their average respective regular and special assessment payments for the preceding three (3) fiscal years. If liabilities exceed all assets, the difference

shall be made up by contributions by all members on a proportionate basis according to the then prevailing annual budget assessment formula.

THE BOARD DOES NOT HAVE AUTHORITY TO GRANT  
INDEMNIFICATION TO MEMBERS—

THIS IS A POWER IN THE CITIES ONLY

ARTICLE IX

INDEMNIFICATION

See the provisions of the IGA

ARTICLE X

AMENDMENT TO BY-LAWS

- A. Amendment to these By-Laws may be proposed by any member of the Board of Directors. No amendment, however, shall be in conflict with nor change in any way the IGA.
  - 1. The amendment shall be submitted to the Board of Directors at least thirty-days (30) prior to the meeting of the Board of Directors at which such amendment is to be considered.
  - 2. The proposed amendment and the reason therefore shall be considered by the Board of Directors, along with the recommendations of the Executive Director and any officer of Tri-Com.
- B. A three-fourths majority vote of the Board of Directors shall be required to adopt any amendment to these By-Laws. The Chairman shall not have the authority to cast more than one (1) vote on a motion to amend these By-Laws.

ARTICLE XI

Effective Date

These By-Laws shall go into effect immediately upon adoption by the Board of Directors.