



Washington Police Department

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Michael D. McCoy

Chief of Police

TO: The Honorable Mayor Manier and Washington City Council
FROM: Chief Michael D. McCoy and Deputy Chief Jeff Stevens
RE: Advance Funding for Tazewell County Consolidated Communications (TC3)
DATE: January 29, 2018

Mayor and Aldermen,

The intergovernmental agreement establishing Tazewell County Consolidated Communications (TC3) having been executed, the TC3 Governing Board and Operations Committee have each met and are working to meet the needs of establishing TC3 as a functioning entity. The IGA established a funding mechanism that addressed ongoing operations but did not address start-up funding. While there was a recognition of the requirement for start-up funding separate from ongoing operational expenses, that portion of the agreement was left for a later date in order to produce the IGA in a timely manner related to a submitting the County PSAP Consolidation plan to the State 911 Administrator. The intent among those present for forming the IGA was that each TC3 member agency would work in good faith to address start-up funding and other roadblocks to TC3 development as such arose. Section 6 of the IGA that formed TC3 requires each participating agency to "take all required actions to authorize the funds necessary to meet its obligations under these By-Laws."

The Governing Board has agreed in principle to seek start-up funding from TC3-forming entities (Washington, East Peoria, Morton, Pekin, the Tazewell County, and ETSB) in the amount of \$25,000 each. The Tazewell County Sheriff's Office is not named in the agreement and Assistant State's Attorney Mike Holly reported that the County would not pay in to the start-up fund for both the County at large and the Sheriff's Office. Holly also said that the County intended to pay the \$25,000 as stated in the new start-up funding agreement, but it expected that the money be treated as if it was contributed by the Sheriff's Office. The original funding formula for operational expenses combines the County's dispatch consumers (Animal Control [.2%] and Court Services [.9%]) with the Sheriff's Office, but that does not mean the Sheriff's Office and the County are the same entity. ETSB has no funding role in the annual TC3 operational budget, but approved the start-up expenditure as a cost of consolidation. The County, the Sheriff's Office, and the ETSB are all separate member agencies that each approved the IGA and have separate voting rights and funding obligations.

During the formation of the IGA, there was substantial discussion about this county government block holding 27% of the votes on the Governance Board while inputting only 10.8% of the annual budget. Argument on behalf of the County and ETSB pointed toward those entities' statutory obligation to provide uniform 911 service throughout the county as well as statements that the different entities would not operate as a block because the three had different priorities. The result was a compromise allowing the Sheriff, County and the ETSB to become separate voting members of TC3.

In this start-up funding agreement, the payment from each named principal except ETSB is expected to be a prepayment for services. Since ETSB is a member agency (a principal) in TC3, but not a participating agency receiving dispatching services, ETSB will not be reimbursed. The result of this start-up funding mechanism is that TC3 would have a fund of \$150,000, only \$25,000 of which is unencumbered in that all but the ETSB payment will reduce future income at a time of the TC3 Governing Board's choosing.

To provide a measure of scale, I note that the draft budget for TC3 operational services for FY 2018-19 includes an average outlay of over \$60,000 per week. The draft annual budget is about \$3.2 million for ongoing dispatch operations.

This prepayment for services by TC3 principals does not address financial needs related to establishing a new entity. TC3 must expend funds to hire legal representation, a Director, persons to establish operations at each interim PSAP and permanent PSAP, provide insurance and human resources services, for examples. TC3 has hired consultant to speed the hiring a Director and project initiation. These are start-up expenses that will not pay dispatchers, rent, or other operational expenses but with this funding mechanism will be drawn mainly from future operating funds. This is not tenable even over the course of a single fiscal year.

Agreement by the City to provide the advance payment should not be viewed as the end of start-up expenses for TC3. Should the City of Washington agree to this start-up funding agreement, it should be with the understanding that the non-refundable portion of the countywide funding provided will not cover encumbered start-up expenses to date and as such this action should not be viewed as an agreement that the County does not have a further obligation to fund TC3. Indeed, the statutory responsibility for providing uniform 911 service throughout the county lies with the County, not municipalities. Given that responsibility combined with the voting block of three County entities, Tazewell County should bear the responsibility of funding establishment of TC3. That said, we agree that providing the minimal funding TC3 now seeks will allow TC3 to take tangible steps forward.

As providing advance funding involves minimal additional financial risk to the City (generally being the uncertainty of when the funds will be credited against service provided), the Department recommends approval of the agreement with the understanding that the City's representatives to TC3 will continue to advocate for appropriate funding from Tazewell County and for acknowledgement by Tazewell County, the ETSB, and the Sheriff's Office of their individual obligations to support TC3 as the vehicle of state-mandated PSAP consolidation.

ORDINANCE NO. _____

Synopsis: The following ordinance will ratify an intergovernmental agreement to provide the City of Washington's portion of initial start-up funding for Tazewell County Consolidated Communications. This agreement is between the cities of Washington, Pekin, and East Peoria, as well as the Village of Morton, Tazewell County, and the Tazewell County Emergency Telephone System Board.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEKIN, CITY OF EAST PEORIA, VILLAGE OF MORTON, TAZEWEILL COUNTY, AND THE TAZEWEILL COUNTY EMERGENCY TELEPHONE SYSTEM BOARD TO PROVIDE INITIAL FUNDING FOR TAZEWEILL COUNTY CONSOLIDATED COMMUNICATIONS

WHEREAS, The City Of Washington, The City Of Pekin, City Of East Peoria, Village Of Morton, Tazewell County, Tazewell County Sheriff, And The Tazewell County Emergency Telephone System Board have entered into an Agreement for the for the provision of emergency telephone answering, Dispatch, and related services; and

WHEREAS, the parties recognize that the resulting entity requires funding to establish operations according to the agreement; and

WHEREAS, all legal requirements, have been meet and satisfied pursuant to law:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, as follows:

Section 1. That the agreement between the City of Washington, City of Pekin, City of East Peoria, Village of Morton, Tazewell County, and the Tazewell County Emergency Telephone System Board, a copy of which is attached hereto as Exhibit 1, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed, pursuant to the City's home rule powers, to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit 1, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law..

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this _____ day of _____, 2018 pursuant to a roll call as follows:

Ayes: _____

Nays: _____

APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

Exhibit 1
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on or as of this _____ day of _____, 2018, by and between the City of Pekin, an Illinois municipal corporation ("Pekin"), the City of East Peoria, an Illinois municipal corporation ("East Peoria"), the City of Washington, an Illinois municipal corporation ("Washington"), and the Village of Morton, an Illinois municipal corporation ("Morton"), Tazewell County ("County") (collectively, the "Municipalities"), and the Tazewell County Emergency Telephone System Board ("ETSB"), an Illinois governmental body authorized under the Illinois Emergency Telephone System Act, 50 ILCS 750.01 (collectively the "Parties").

WHEREAS, Article VII, §10 of the Illinois Constitution authorizes local governmental units to enter into agreements with one another to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, there are currently four (4) public safety answering points ("PSAPs") in Tazewell County having authority to and providing 9-1-1 telephone call taking and dispatch services to public safety agencies which respond to the public's need for assistance and the maintenance of law and order; and

WHEREAS, pursuant to Public Act 99-0006, which was passed by the State of Illinois on June 29, 2015, Tazewell County is required to consolidate the four (4) PSAPs located in Tazewell County down to two (2) PSAPs; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement ("Intergovernmental Agreement") establishing an intergovernmental agency known as Tazewell County Consolidated Communications ("TC³") for the purpose of managing the process of the consolidation and for the operation of the two (2) PSAPs which will serve Tazewell County; and

WHEREAS, it is anticipated that operational funding for TC³ will be provided primarily from fees paid from participating agencies in accordance with a Funding Formula; and

WHEREAS, prior to TC³'s operations and during the consolidation process, start-up funding is required; and

WHEREAS, at the time that Parties entered into the Intergovernmental Agreement, the Parties agreed to engage in additional good faith negotiations as may be necessary to reach agreement as to the manner of funding TC³ during the consolidation process; and

WHEREAS, the parties hereto have determined that it is both necessary in order to comply with Public Act 99-0006 and in the best interest of each party to this Agreement and the public health, safety and welfare of persons and property within the boundaries of each Party, that TC³ have sufficient funding in order to begin its operations during the consolidation process; and

WHEREAS, the parties agree that it is in the public interest that each of the Parties hereto provide funding to TC³ in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and to the extent permitted by law, the Parties agree as follows:

1. **Recitals.** The recitations hereinabove set forth are hereby adopted and made part of this Agreement.

2. **Advance Funding to TC³.** Each of the Parties agree to pay TC³ an advance payment of twenty-five thousand and 00/100 dollars (\$25,000.00) ("Payments"), which such amounts shall be used for start-up costs for TC³.

3. **Payments by Municipalities as Advance Funding for Future Services.** Such Payments from the Municipalities shall be pre-payments for future TC³ services. Future amounts due and owing from the Municipalities for TC³ services shall be reduced by amounts at the discretion of and at such times as the TC³ Governance Board reasonably determines ("Reductions") until such time as the Reductions equal the Payments made by each of the Municipalities.

4. **Payments by ETSB.** Payments made by the ETSB to TC³ shall not be refunded.

5. **Timing.** Payments made by the Parties hereto shall be made within 30 days of execution of this Agreement by all Parties.

6. **Future Cooperation.** The parties affirm their commitment to cooperate in good faith toward the establishment and operation of TC³.

7. **Amendments.** Amendments to this Agreement may be made only be written agreement of all Parties hereto.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

--signature page follows--

CITY OF PEKIN

By _____

Its _____

Date _____

CITY OF WASHINGTON

By _____

Its _____

Date _____

CITY OF EAST PEORIA

By _____

Its _____

Date _____

VILLAGE OF MORTON

By _____

Its _____

Date _____

TAZEWELL COUNTY

By _____

Its _____

Date _____

**TAZEWELL COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

By _____

Its _____

Date _____