

JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM 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 hereinafter become signatory hereto):

W I T N E S S E T H:

WHEREAS, the signatories hereto have determined that there is a need by local governments within Northeastern Illinois for a centralized public safety communications system; and

WHEREAS, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

WHEREAS, a centralized public safety communications 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 authorizes 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 centralized public safety communications 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, the undersigned do hereby federate together in a co-operative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "DuPage Public Safety Communications" (hereinafter designated as Du-Comm) which shall consist of all of the local governments signatory hereto (and also those local governments which may hereinafter become signatory hereto).

2. By-Laws. DU-COMM shall be subject to and shall be governed by these 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. DU-COMM Participation. Each local government to this joint public safety communications 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 DU-COMM and is entitled to the rights and privileges and is 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 DU-COMM in the manner and means set forth in said By-Laws.

5. Powers of the System. DU-COMM 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. DU-COMM shall not have the power to eminent domain or the power to levy taxes.

6. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then parties to it, provided, however, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein.

7. Duration. This Agreement and DU-COMM shall continue in effect until rescinded by consent of two-thirds 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 said By-Laws.

8. Ordinance Authorizing. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of an Ordinance authorizing and directing the execution of this Agreement.

9. Effective Date. This Agreement shall become effective when signed by the last of the Village of Bartlett, the Village of Carol Stream, the City of Elmhurst, the Village of Glen Ellyn, the Village of Glendale Heights, the Village of Lombard, and the Village of Villa Park.

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 BARTLETT

BY: signature on file

ATTEST:

signature on file

Date: May 20, 1975

VILLAGE OF CAROL STREAM

BY: signature on file

ATTEST:

signature on file

Date: August 15, 1975

CITY OF ELMHURST

BY: signature on file

ATTEST:

signature on file

Date: April 23, 1975

VILLAGE OF GLEN ELLYN

BY: signature on file

ATTEST:

signature on file

Date: May 8, 1975

VILLAGE OF GLENDALE HEIGHTS

BY: signature on file

ATTEST:

signature on file

Date: July 9, 1975

VILLAGE OF LOMBARD

BY: signature on file

ATTEST:

signature on file

DATE: April 17, 1975

1. Glenside Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective March 2, 1976, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Glenside Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Glenside Fire Protection District were an original signatory to said agreement. Glenside Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Glenside Fire Protection District have executed this agreement as of the day and year first above written:

GLENSIDE FIRE PROTECTION DISTRICT:

BY:

signature on file

ATTEST:

signature on file

DUPAGE PUBLIC SAFETY COMMUNICATIONS:
(DU-COMM)

BY:

signature on file

ATTEST:

signature on file

SECRETARY

1. Bartlett/Countryside Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective March 16, 1976, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Bartlett/Countryside Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Bartlett/Countryside Fire Protection District were an original signatory to said agreement. Bartlett/Countryside Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Bartlett/Countryside Fire Protection District have executed this agreement as of the day and year first above written:

BARTLETT/COUNTRYSIDE FIRE PROTECTION: DISTRICT

BY: signature on file

signature on file

ATTEST:

DUPAGE PUBLIC SAFETY COMMUNICATIONS: (DU-COMM)

BY: signature on file

PRESIDENT

signature on file

ATTEST:

SECRETARY

A G R E E M E N T

This Agreement made and entered into this 22 day of March, 1976, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Carol Stream Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Carol Stream Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Carol Stream Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on January 31, 1976; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Carol Stream Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows;

1. Carol Stream Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective _____, 1975, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Carol Stream Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Carol Stream Fire Protection District were an original signatory to said agreement. Carol Stream Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Carol Stream Fire Protection District have executed this agreement as of the day and year first above written:

CAROL STREAM FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATONS: (DU-COMM)

BY: signature on file

BY: signature on file
PRESIDENT

ATTEST: signature on file

ATTEST: signature on file
SECRETARY

1. Hanover Park is hereby accepted as a full participating member of DU-COMM, effective January 27, 1976, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Hanover Park does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Hanover Park were an original signatory to said agreement. Hanover Park further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and Village of Hanover Park have executed this agreement as of the day and year first above written:

VILLAGE OF HANOVER PARK:

signature on file

BY: _____

ATTEST: **signature on file**

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

signature on file,

BY: _____ PRESIDENT

ATTEST: **signature on file**
SECRETARY

A G R E E M E N T

This Agreement made and entered into this 7 day of September, 1974, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the York Center Fire Protection District, a unit of local government, witnesseth:

WHEREAS, the York Center Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, York Center Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on January 31, 1976; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of York Center Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows;

1. York Center Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective _____, 1975, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. York Center Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if York Center Fire Protection District were an original signatory to said agreement. York Center Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and York Center Fire Protection District have executed this agreement as of the day and year first above written:

YORK CENTER FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: _____

ATTEST: _____

BY: signature on file
PRESIDENT

ATTEST: signature on file
SECRETARY

RIDER TO THE AGREEMENT DATED _____, 1976 BY AND BETWEEN
DU PAGE PUBLIC SAFETY COMMUNICATIONS AND YORK CENTER FIRE
PROTECTION DISTRICT

It is further agreed by and between the parties hereto that this Agreement shall be subject to and contingent upon the Board of Directors of Du Page Public Safety Communications voting to amend the By-Laws, as approved and adopted January 31, 1976, to provide as follows:

1. Membership shall consist of the Mayor or President of each participating municipality and the President of the Trustees of each participating fire protection district or a designated alternate who shall be an elected municipal official or other duly appointed or elected fire protection district Trustee.

2. Chairman shall be one of the members elected at the annual meeting. The Chairmanship shall rotate annually until each municipality and each fire protection district shall have served one term.

3. The above amendments to the By-Laws shall be made no later than one hundred and eighty (180) days from the date hereof and if the By-Laws are not so amended then this agreement shall be null and void and without effect and the unexpired portion of any dues or fees paid by the York Center Fire Protection District shall be refunded.

YORK CENTER FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATION
(DU-COMM)

BY: signature on file
DD 1 00

BY: signature on file
(PRESIDENT)

ATTEST: _____

signature on file
ATTEST: _____
SECRETARY

A G R E E M E N T

This Agreement made and entered into this 7th day of February, 1977, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Village of Winfield, a municipal corporation, hereinafter called Winfield, witnesseth:

WHEREAS, the Village of Winfield, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Winfield has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Winfield for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Winfield is hereby accepted as a full participating member of DU-COMM, effective January 29, 1977, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Winfield does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Winfield were an original signatory to said agreement. Winfield further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Village of Winfield have executed this agreement as of the day and year first above written;

VILLAGE OF WINFIELD:

signature on file
BY: _____
signature on file

ATTEST: _____

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

signature on file
BY: _____
PRESIDENT

signature on file
ATTEST: _____
SECRETARY

A G R E E M E N T

This Agreement made and entered into this 18th day of January, 1977, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Winfield Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Winfield Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Winfield Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Winfield Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Winfield Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective January 29, 1977, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Winfield Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Winfield Fire Protection District were an original signatory to said agreement. Winfield Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Winfield Fire Protection District have executed this agreement as of the day and year first above written

WINFIELD FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATIONS:
(DU-COMM)

BY: signature on file

BY: signature on file
PRESIDENT

ATTEST: signature on file

ATTEST: signature on file
SECRETARY

A G R E E M E N T

This Agreement made and entered into this 30th day of October, 1978, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Village of Villa Park, a municipal corporation, hereinafter called Villa Park, witnesseth:

WHEREAS, the Village of Villa Park, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Villa Park has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Villa Park for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Villa Park is hereby accepted as a full participating member of DU-COMM, effective _____, 197___, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Villa Park does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which

DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Villa Park were an original signatory to said agreement. Villa Park further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Village of Villa Park have executed this agreement as of the day and year first above written;

VILLAGE OF VILLA PARK:

BY: signature on file

ATTEST: signature on file

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: signature on file

ATTEST: signature on file

A G R E E M E N T

This agreement made and entered into this 3 day of January, 1979, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the City of Oakbrook Terrace, a municipal corporation, hereinafter called Oakbrook Terrace, witnesseth:

WHEREAS, the City of Oakbrook Terrace, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Oakbrook Terrace has applied for membership in DU-COMM and has authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Oakbrook Terrace for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows;

1. Oakbrook Terrace is hereby accepted as a full participating member of DU-COMM, effective January 27, 1979, and from that date shall be entitled to all rights, and privileges, and services available to participating members of DU-COMM.

2. Oakbrook Terrace does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby

incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Oakbrook Terrace were an original signatory to said agreement. Oakbrook Terrace further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the City of Oakbrook Terrace have executed this agreement as of the day and year first above written;

CITY OF OAKBROOK TERRACE:

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: signature on file

BY: signature on file

ATTEST: signature on file

City Clerk

ATTEST: signature on file



A G R E E M E N T

This agreement made and entered into this 20th day of March, 1979, by and between DuPage Public Safety Communications, an governmental co-operative agreement and venture, hereinafter called DU-COMM, and the Oakbrook Terrace Fire Protection District, (also commonly known as Butterfield Fire Protection District), a unit of local government, hereinafter called Oakbrook Terrace Fire Protection District, witnesseth:

WHEREAS, Oakbrook Terrace Fire Protection District, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Oakbrook Terrace Fire Protection District has applied for membership in DU-COMM and has authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM by two-thirds vote, has approved application of Oakbrook Terrace Fire Protection District for participation in DU-COMM as a full member with all the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Oakbrook Terrace Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective March 31, 1979, and from that date shall be entitled to all rights, and privileges, and services available to participating members of DU-COMM.

2. Oakbrook Terrace Fire Protection District does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby

incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Oakbrook Terrace Fire Protection District were an original signatory to said agreement. Oakbrook Terrace Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and futher conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and Oakbrook Terrace Fire Protection District have executed this agreement as of the day and year first above written;

OAKBROOK TERRACE FIRE PROTECTION DISTRICT

BY: signature on file

ATTEST: signature on file

DUPAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM)

BY: signature on file

ATTEST: signature on file

A G R E E M E N T

This Agreement, made and entered into this Eighteenth
day of March 1989, by and between DuPage Public Safety
Communications, an intergovernmental co-operative agreement and venture,
hereinafter called DU-COMM, and the West Chicago Fire Protection District
witnesseth:

WHEREAS, The West Chicago Fire Protection District is a unit of local
government situated wholly in DuPage County, Illinois, presently providing public
safety service; and

WHEREAS, West Chicago Fire Protection District has applied for
membership in DU-COMM and has by appropriate resolution of its corporate
authorities authorized its chief executive officer to execute this agreement in
order to become a full participating member of DU-COMM in accordance with and
subject to the governing By-Laws of DU-COMM approved and adopted on July 19,
1975; and amended thereafter; and

WHEREAS, The Board of Directors of DU-COMM, by a two-thirds vote,
has approved application of West Chicago Fire Protection District for
participation in DU-COMM as a full member with all of the rights, privileges,
responsibilities, and obligations as may now exist for present members of the
venture, and has similarly authorized the President and Secretary to execute and
enter into this agreement;

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and The West Chicago Fire Protection District have executed this agreement as of the day and year first above written;

WEST CHICAGO FIRE PROTECTION DISTRICT:

By: signature on file
ATTEST: signature on file

DU PAGE PUBLIC SAFETY COMMUNICATIONS:

By: signature on file
ATTEST: signature on file

CITY OF WHEATON

BY: signature on file

A handwritten signature in black ink, appearing to be "G. R. [unclear]", written over a horizontal line.

ATTEST: signature on file

DATE: March 9, 1982

AGREEMENT

This Agreement made and entered into this Seventh day of November, 1987, by and between DuPage Public Safety communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Lisle-Woodridge Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Lisle-Woodridge Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, The Lisle-Woodridge Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-laws of DU-COMM approved and adopted on July 19, 1975 and amended in February of 1981; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of the Lisle-Woodridge Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. The Lisle-Woodridge Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective December 1, 1987, and from that date shall be entitled to all

of the rights, privileges, and services available to participating members of DU-COMM.

2. The Lisle-Woodridge Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if the Lisle-Woodridge Fire Protection District were an original signatory to said agreement. The Lisle-Woodridge Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Lisle-Woodridge Fire Protection District have executed this agreement as of the day and year first above written.

Lisle-Woodridge Fire Protection District

DuPage Public Safety Communications

By: signature on file

Attest: signature on file

DU-COMM
By: signature on file

Attest: signature on file

A G R E E M E N T

This Agreement, made and entered into this 13th day of MARCH 1989, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Warrenville Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Warrenville Fire Protection District is a unit of local government situated wholly in DuPage County, Illinois, presently providing public safety service; and

WHEREAS, The Warrenville Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, The Board of Directors of DU-COMM, by a two-thirds vote, has approved application of The Warrenville Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. The Warrenville Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective MAY 1, 1989, and from that date shall be entitled to all of the rights, privileges,

and services available to participating members of DU-COMM.

2. The Warrenville Fire Protection District does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if The Warrenville Fire Protection District were an original signatory to said agreement. The Warrenville Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and The Warrenville Fire Protection District have executed this agreement as of the day and year first above written;

WARRENVILLE FIRE PROTECTION DISTRICT:

By: signature on file

ATTEST: signature on file

DU PAGE PUBLIC SAFETY COMMUNICATIONS:

By: signature on file

ATTEST: signature on file

A G R E E M E N T

This Agreement, made and entered into this March 18
day of _____ 1989, by and between DuPage Public Safety
Communications, an intergovernmental co-operative agreement and venture,
hereinafter called DU-COMM, and the City of Warrenville witnesseth:

WHEREAS, The City of Warrenville is a unit of local government
situated wholly in DuPage County, Illinois, presently providing public
safety service; and

WHEREAS, Warrenville has applied for membership in DU-COMM and has
by appropriate resolution of its corporate authorities authorized its
chief executive officer to execute this agreement in order to become a
full participating member of DU-COMM in accordance with and subject to
the governing By-Laws of DU-COMM approved and adopted on July 19, 1975;
and amended thereafter; and

WHEREAS, The Board of Directors of DU-COMM, by a two-thirds vote,
has approved application of Warrenville for participation in DU-COMM as
a full member with all of the rights, privileges, responsibilities, and
obligations as may now exist for present members of the venture, and has
similarly authorized the President and Secretary to execute and enter
into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions,
and covenants herein contained, the parties hereto expressly and mutually
agree as follows:

1. Warrenville is hereby accepted as a full participating member
of DU-COMM, effective _____, 1989, and from that date shall
be entitled to all of the rights, privileges, and services available to
participating members of DU-COMM.

2. Warrenville does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Warrenville were an original signatory to said agreement. The Warrenville ~~Fire~~ ~~Protection District~~ further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

3. This Agreement shall take effect at the time that the Chief of Police certifies in writing to DU-Comm that the effective starting date is approved.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and The City of Warrenville have executed this agreement as of the day and year first above written:

CITY OF WARRENVILLE:

By: signature on file

ATTEST: signature on file

DU PAGE PUBLIC SAFETY COMMUNICATIONS:

By: signature on file

ATTEST: signature on file

ADDISON FIRE PROTECTION DISTRICT

BY: signature on file

ATTEST:

signature on file
Date: 7-2-08

VILLAGE OF ROSELLE

signature on file

BY: _____

ATTEST:

signature on file

Date: 8-3-09

WOODRIDGE POLICE DEPARTMENT

BY signature on file

ATTEST:

signature on file

Date: 10-7-10

EXHIBIT "A"



CITY OF DARIEN

BY: signature on file

ATTEST:

signature on file

DATE: October 18, 2010

EXHIBIT A

JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT
Village of Lisle Ordinance No. 2010-4346

signature on file

Mayor Joseph J. Broda

ATTEST:

signature on file

Timothy J. Seeden, Village Clerk
By *signature on file* , *Deputy Clerk*



Darien-Woodridge Fire Protection District,
an Illinois municipal corporation, DuPage
County, Illinois

By:

(signature on file)

President of Board of Trustees

ATTEST

(signature)
signature on file

Secretary of the Board of Trustees

Date: October 20, 2010

WOOD DALE FIRE PROTECTION DISTRICT

signature on file

BY: _____

ATTEST:

signature on file

DATE: _____ 2/30/11

ITASCA FIRE PROTECTION DISTRICT NO. 1

BY: signature on file
Michael Sullivan, President

ATTEST:

BY: signature on file
Kevin Boehne, Secretary

DATE: May 16, 2012



Village of Oak Brook
1200 Oak Brook Road · Oak Brook, Illinois 60523-2255
(630) 368-5000 · Facsimile (630) 368-5045

SIGNATURE PAGE TO
MASTER INTERGOVERNMENTAL AGREEMENT
WITH THE
DUPAGE PUBLIC SAFETY COMMUNICATION COOPERATIVE (DUCOMM)

VILLAGE OF OAK BROOK,
signature on file

Gopal G. Lalimalani, Village President

ATTEST:

signature on file

Charlotte K. Pruss

Date of Resolution: October 25, 2011



ORDINANCE NO. 2013-287

**ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENT
RE: MEMBERSHIP IN DUPAGE PUBLIC SAFETY COMMUNICATIONS
BETWEEN THE DU PAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) AND
[THE BLOOMINGDALE FIRE PROTECTION DISTRICT NO. 1]**

JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM 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 hereinafter become signatory hereto):

W I T N E S S E T H:

WHEREAS, the signatories hereto have determined that there is a need by local governments within Northeastern Illinois for a centralized public safety communications system; and

WHEREAS, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

WHEREAS, a centralized public safety communications 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 authorizes joint exercise by two or more local governments of any power common to them; and

Board approved membership: 01/15/2013

further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Bloomingdale Fire Protection District No.1 have executed this agreement as of the day and year first above written:

BLOOMINGDALE FIRE PROTECTION DISTRICT No.1:

BY: signature on file

ATTEST: signature on file

DUPAGE PUBLIC SAFETY COMMUNICATIONS:

(DU-COMM) signature on file

ATTEST: signature on file

Board approved membership: 01/15/2013

RESOLUTION NO. R2014-14

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES,
ILLINOIS, APPROVING AND AUTHORIZING EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT WITH
DUPAGE PUBLIC SAFETY COMMUNICATIONS REGARDING
A JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, com

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges 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, the President and Board of Trustees of Hinsdale have determined that it is in the best interest of the Village and its residents to join a centralized public safety communications system; and

WHEREAS, the President and Board of Trustees of Hinsdale desire to enter into an Intergovernmental Agreement with DuPage Public Safety Communications, a copy of which is attached as **Exhibit A**, in order to become a member of DuPage Public Safety Communications.

WHEREAS, the President and Board of Trustees of Hinsdale have determined that approval and execution of the Intergovernmental Agreement with DuPage Public Safety Communications attached hereto as **Exhibit A** it is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale to approve the Joint Public Safety Communications Agreement with DuPage Public Safety Communications attached hereto as **Exhibit A** and hereby authorize and direct the Village President and Village Clerk, or their designees, to execute and deliver said Agreement and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Agreement.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 4th day of November, 2014, pursuant to a roll call vote as follows:

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

NAYS: None

ABSENT: None



APPROVED by me this 4th day of November, 2014, and attested to by the Village Clerk this same day.

signature on file

Thomas K. Cauley, Jr., Village President

signature on file

Christine M. Bruton, Village Clerk



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

7660 County Line Road, Burr Ridge, IL 60527
(630) 654-8181 FAX (630) 654-8269 www.burr-ridge.gov

**SIGNATURE PAGE TO
INTERGOVERNMENTAL AGREEMENT WITH
DUPAGE PUBLIC SAFETY COMMUNICATIONS**

VILLAGE OF BURR RIDGE

signature on file

Mickey Straub, Village President

ATTEST:

signature on file

Karen Thomas, Village Clerk

Date of Resolution: September 14, 2015



Village of Clarendon Hills

1 North Prospect Avenue
Clarendon Hills, Illinois 60514
www.clarendonhills.us

Phone (630) 286-5400
Fax (630) 286-5409
Admin@clarendonhills.us

**SIGNATURE PAGE TO
INTERGOVERNMENTAL AGREEMENT WITH
DUPAGE PUBLIC SAFETY COMMUNICATIONS**


VILLAGE OF CLARENDON HILLS
signature on file

Len Austin, Village President

ATTEST:

signature on file

Dawn M. Tandle, Village Clerk

Date of Resolution: August 17, 2015





EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

SIGNATURE PAGE TO

MASTER INTERGOVERNMENTAL AGREEMENT

WITH THE

DUPAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM)

VILLAGE OF WILLOWBROOK

signature on file

Frank A. Trilla, Mayor

ATTEST:

signature on file

Leroy R. Hansen, Village Clerk

Date of Resolution: August 24, 2015

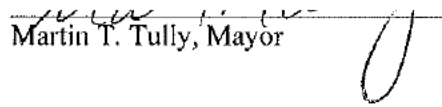


Proud Member of the
Illinois Route 66 Scenic Byway

**SIGNATURE PAGE TO MASTER INTERGOVERNMENTAL AGREEMENT WITH THE
DUPAGE PUBLIC SAFETY COMMUNICATION COOPERATIVE**

VILLAGE OF DOWNERS GROVE

signature on file



Martin T. Tully, Mayor

DATE: July 12, 2016

ATTEST:

signature on file

Village Clerk

A G R E E M E N T

THIS AGREEMENT made and entered into this 15th day of November, 2017, by and between DuPage Public Safety Communications, an intergovernmental cooperative agreement and venture (hereinafter called "DU-COMM"), and the Warrenville Fire Protection District, a unit of local government;

WITNESSETH :

WHEREAS, the Warrenville Fire Protection District is a unit of local government situated wholly in DuPage County, Illinois, presently providing public safety services; and

WHEREAS, the Warrenville Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this Agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975, and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by a two-thirds vote, has approved application of the Warrenville Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. The Warrenville Fire Protection District is hereby accepted as a full participating member of DU-COMM effective November 15, 2017, and from that date shall be

entitled to all of the rights, privileges and services available to participating members of DU-COMM.

2. The Warrenville Fire Protection District does hereby execute and ratify the Joint Public Safety Communications System Agreement under which DU-COMM is established and created which, by reference, is hereby incorporated into and made part of this Agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if the Warrenville Fire Protection District were an original signatory to said agreement. The Warrenville Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this Agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.
3. Without in any way limiting the undertakings by the Warrenville Fire Protection District expressed in Paragraph 2 hereof, the Warrenville Fire Protection District hereby agrees to abide by the DU-COMM Board of Directors Facility Policy and agrees to bear its proportionate share of the charges assessed to each member as expressed in said Policy, and to remain liable for any unpaid portion of its share of the outstanding obligation as set forth in said Policy accruing during the course of the first 15 years of the Lease between DU-COMM and the County of DuPage should the Warrenville Fire Protection District withdraw from DU-COMM at any time during the first 15 years of the term of said Lease.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Warrenville Fire Protection District have executed this Agreement as of the day and year first above written.

WARRENVILLE FIRE PROTECTION DISTRICT:

By: signature on file
signature on file

ATTEST: signature on file

DUPAGE PUBLIC SAFETY COMMUNICATIONS:

By: signature on file

ATTEST: signature on file