

ORDINANCE NO.

2010-50

**AN ORDINANCE AUTHORIZING THE VILLAGE OF WOODRIDGE'S PARTICIPATION
IN THE DUPAGE PUBLIC SAFETY COMMUNICATIONS ("DU-COMM")
COOPERATIVE AND AUTHORIZING THE MAYOR TO SIGN AND THE VILLAGE
CLERK TO ATTEST TO DU-COMM'S JOINT PUBLIC SAFETY COMMUNICATIONS
SYSTEM AGREEMENT**

WHEREAS, the Village of Woodridge, is an Illinois municipal corporation; and

WHEREAS, the Constitution of the State of Illinois, 1970 Article 7, Section 10 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et.seq.) authorize units of local government to contract and otherwise associate themselves in any manner not prohibited by law or ordinance, and to exercise and combine with any other unit of local government, any power or powers, privileges, functions or authority exercised by a unit of local government; and

WHEREAS, the Corporate Authorities of the Village of Woodridge have determined that it is in the best interest of the public health, safety and welfare, and in accordance with the Illinois Constitution and the Intergovernmental Cooperation Act, to join the DuPage Public Safety Communications ("Du-Comm") Cooperative; and

WHEREAS, the Village of Woodridge, in order to join Du-Comm, is required to pass an Ordinance stating its intent to join Du-Comm and authorizing the Mayor to sign, and directing the Village Clerk to attest to any and all documents associated with said action; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WOODRIDGE, DU PAGE, WILL AND COOK COUNTIES, ILLINOIS, a home rule municipality in the exercise of its home rule powers, as follows:

SECTION ONE: The Corporate Authorities of the Village of Woodridge hereby approve and accept membership in Du-Comm in conformance with its joint Public Safety Communication System Agreement (hereinafter "the Agreement") for all Du-Comm's participatory members;

SECTION TWO: The Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest to the Agreement which is attached hereto and incorporated herein as fully set forth as Group Exhibit A.

SECTION THREE: That all ordinances and resolutions or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 7th day of October, 2010.

Trustee Banks	<u>Aye</u>	Trustee Kagann	<u>Aye</u>
Trustee Beavers	<u>Aye</u>	Trustee McManus	<u>Aye</u>
Trustee Cunningham-Picek	<u>Aye</u>	Trustee Pittinger	<u>Aye</u>

Mayor Murphy -

APPROVED this 7th day of October, 2010.


Mayor

ATTEST:


Village Clerk

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, this 7th day of October, 2010.


Village Clerk

EXHIBIT A

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: William T. Kim

ATTEST:

Betty M. Moore
Date: May 20, 1975

VILLAGE OF CAROL STREAM

BY: Donald M. Swanson

ATTEST:

Margaret Ann Loinelle
Date: August 15, 1975

CITY OF ELMHURST

BY:

Ray W. Fung

ATTEST:

Annaly Berg

Date: *April 23, 1975*

VILLAGE OF GLEN ELLYN

BY:

Constance C. Zimmermann

ATTEST:

Carl W. Nelson

Date: *May 8, 1975*

VILLAGE OF GLENDALE HEIGHTS

BY:

Edwin S. Cibak

ATTEST:

Joseph W. Denton

Date: *May 9, 1975*

VILLAGE OF LOMBARD

BY:

Frank M. Jura

ATTEST:

Mardette E. Pollard

DATE: *April 17, 1975*

ADDISON FIRE PROTECTION DISTRICT

BY: Anthony J LaRocca

ATTEST:

Charles E. Sayap.

Date: 7-2-08

WOODRIDGE POLICE DEPARTMENT

BY:  _____

ATTEST:

 _____

Date: 10-7-10