

3/19/2015

Amended and Restated
NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

THIS AGREEMENT (“Agreement” or “Amended and Restated Agreement”), entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto and also those which may hereafter become signatory hereto (“Members” or “Parties”):

WITNESSETH:

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

WHEREAS, the Parties entered into a Venture agreement on May 12, 2009, being the date the last party signed the venture agreement (hereinafter the “2009 Agreement”);

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

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

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

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

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

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

WHEREAS, the Parties desire to update the purpose clause of this agreement and the method for adopting and amending the bylaws by the adoption of this Amended and Restated NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT.

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

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 5 ILCS 220/9, the undersigned do hereby federate together in a cooperative venture for the joint and mutual operation of a centralized communications system; the joint purchasing or sharing of services which relate to the members' police, firefighting, emergency management, and/or public safety functions; to provide such services on a contract basis to other governmental units who are not Members; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within portions of Cook, DuPage, Kane and Lake Counties, Illinois. This venture shall be known as "Northwest Central Dispatch System" (hereinafter designated as NWCDs) which shall consist of all of the local governments which may hereafter become signatory hereto.

2. By-Laws. NWCDs shall be subject to and shall be governed by certain By-Laws, the current By-laws in existence as of the date of this amended and restated agreement are attached hereto as Exhibit "A". The By-Laws attached as exhibit A shall be the By-Laws upon the effective date of this Amended and Restated Agreement. The Bylaws may be amended by

the Board of Directors as set forth below. The Bylaws, as may be amended from time to time by the Board of Directors, shall be binding on the Members as if fully set forth in this Agreement..

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

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

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

6. Board of Directors. There is hereby established a Board of Directors which shall consist of one director on behalf of each Member. The manager or administrator of each Member shall be its director. However, each Member may designate a different person as the director by appropriate action of the Member's corporate authorities. Each Member shall also designate an alternate director to act on its behalf in the absence of its director. Directors shall serve without salary, but each may be reimbursed for necessary expenses incurred in

connection with NWCDS business. The Board of Directors shall have the following powers and duties:

- a. To determine general policy and procedures of NWCDS and the board of directors consistent with this Venture Agreement, and to exercise any power related to the operation of the NWCDS which is not reserved in this agreement to the Members acting through their respective corporate authorities;
- b. To provide for an executive committee and officers in the By-Laws;
- c. To approve amendments to the By-Laws;
- d. To approve the annual budget of NWCDS.
- e. To hire, supervise and discipline an executive director
- f. To hire auditors;
- g. To hire a general counsel for the agency and such other attorneys as it deems necessary;
- h. To approve new members of the NWCDS upon such new member's approval and execution of this Agreement, by a $\frac{3}{4}$ vote of all members of the board of directors;
- i. To approve the provision of services to non-members by contract;
- j. To provide for contracting and purchasing procedures as it sees fit;

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

8. Amendments to the By-Laws. Any member of the Board of Directors or any member of the Executive Committee may propose an amendment to the By-Laws. No amendment, however, shall be in conflict with or purport to amend this agreement in any way. Amendments to the By-Laws shall be made only upon a three-fourths (3/4) vote of the members of the Board of Directors then holding office. The chairman of the board of directors shall have only one (1) vote on a motion to amend the By-Laws, even in the case of a tie.

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

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

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

12. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument and any prior agreements between the parties related to the NWCDs shall be of no force and effect.

13. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

14. Governing Law. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

15. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, by sending said

notice to the mayor, president, manager, administrator or statutory head of the public body at the Members' principal office. Notices shall be deemed given when sent.

16. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

17. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

18. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

19. Effective Date. This Amended and Restated Venture Agreement shall become effective when signed by all of the respective representatives of the current Members: Village of Arlington Heights, Village of Buffalo Grove, Village of Elk Grove Village, Village of Hoffman Estates, Village of Inverness, Village of Mount Prospect, Village of Palatine, City of Prospect Heights, City of Rolling Meadows, Village of Schaumburg and Village of Streamwood. The 2009 Agreement shall remain in full force and effect until the Effective Date of this Amended and Restated Venture Agreement. On the Effective Date, this Amended and Restated Agreement shall replace the 2009 Agreement.

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

VILLAGE OF ARLINGTON HEIGHTS

By: _____

ATTEST:

Date: _____

VILLAGE OF BUFFALO GROVE

By: _____

ATTEST:

Date: _____

VILLAGE OF ELK GROVE VILLAGE

By: _____

ATTEST:

Date: _____

VILLAGE OF HOFFMAN ESTATES

By: _____

ATTEST:

Date: _____

VILLAGE OF INVERNESS

By: _____

ATTEST:

Date: _____

VILLAGE OF MOUNT PROSPECT

By: _____

ATTEST:

Date: _____

NORTHWEST CENTRAL DISPATCH SYSTEM VENTURE AGREEMENT

VILLAGE OF PALATINE

By: _____

ATTEST:

Date: _____

CITY OF PROSPECT HEIGHTS

By: _____

ATTEST:

Date: _____

CITY OF ROLLING MEADOWS

By: _____

ATTEST:

Date: _____

VILLAGE OF SCHAUMBURG

By: _____

ATTEST:

Date: _____

VILLAGE OF STREAMWOOD

By: _____

ATTEST:

Date: _____

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