

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS
AND NORTHWEST CENTRAL DISPATCH SYSTEM
FOR PARTICIPATION IN THE JOINT EMERGENCY
MANAGEMENT SERVICE PROGRAM**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: An agreement by and between the Village of Arlington Heights and Northwest Central Dispatch System (NWCDS), pertaining to the Village's participation in the NWCDS Joint Emergency Management Service Program, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 15th day of February, 2016.

ATTEST:

Village President

Village Clerk

**JEMS SUBSCRIPTION AGREEMENT—
NWCDs Members**

THIS AGREEMENT ("Subscription Agreement") is made, entered into, and effective on this 15 day of February, 2016 ("Effective Date"), by and between the Northwest Central Dispatch System, an intergovernmental cooperative, ("NWCDs"), and the Village of Arlington Heights, ("Subscriber").

WITNESSETH

WHEREAS, the Subscriber wishes to participate in the JOINT EMERGENCY MANAGEMENT SERVICE PROGRAM of the NWCDs ("JEMS Program") and expressly desires to adhere to the JEMS Program Bylaws adopted January 12, 2016 and as amended from time to time by the NWCDs Board of Directors,

NOW THEREFORE, the parties agree as follows:

1. Incorporation of JEMS Bylaws.

- A. The JEMS Program Bylaws adopted January 12, 2016, and as may be amended from time to time by the NWCDs Board of Directors ("JEMS Bylaws"), are hereby expressly incorporated into this Agreement. Any such amendments to the JEMS Bylaws once adopted shall be in full force and effect in this Subscription Agreement without further action by the parties.
- B. Those terms defined in the JEMS Bylaws shall have the same meaning in this Subscription Agreement as set forth in the JEMS Bylaws.
- C. In the event of a conflict between this Subscription Agreement and the JEMS Bylaws, the JEMS Bylaws shall control.

2. Participation in Program

Subscriber agrees to abide by the JEMS Bylaws for the duration of this Subscription Agreement. Subscriber expressly agrees to designate members to the JEMS Board and any committees or subcommittees thereof all in accordance with the JEMS Bylaws.

3. Invoicing and Payment.

- A. The Subscriber hereby agrees to pay all subscription fees and other subscriber costs as may be assessed by the JEMS Board. All payment shall be made on or before the due date set by the JEMS Board.
- B. Subscriber understands and agrees that non-payment of subscription fees and other subscriber costs is a material breach of this Subscription Agreement and is grounds for

withholding the services provided under the JEMS program in addition to any other relief the NWCDS may have available to it.

4. **Duty to Cooperate**

The Parties understand that this Subscription Agreement is an intergovernmental agreement. Accordingly, both parties agree to cooperate in all respects in the provision and receipt of services hereunder, including but not limited to the management of the JEMS Program, the record keeping requirements of the JEMS Program, the staffing of the JEMS Program and the costs and payment obligations of the JEMS Program.

5. **Notices.**

- A. All notices required to be given under these bylaws shall be given by hand delivery, First Class U.S. Mail or national overnight courier addressed as follows:

If to the JEMS Board:

Executive Director
Northwest Central Dispatch System
1975 East Davis Street
Arlington Heights IL 60005

If to Subscriber:

Village Manager
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

- B. Notices shall be deemed given as set forth in the JEMS Bylaws.

6. **Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction over the parties and the venue for all disputes under this Subscription Agreement or the JEMS Bylaws shall be in the Circuit Court of Cook County, Illinois.

7. **Amendments & Waivers.**

Except for a duly adopted amendment to the JEMS Bylaws, this Agreement may not be amended, modified or waived in any respect except by written agreement duly and validly authorized, executed and delivered by all of the Parties hereto.

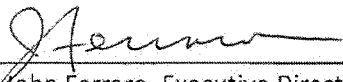
8. Authority of Signatories

The individual signing on behalf of Subscriber warrants that he/she has all due authority to execute this Subscription Agreement and that Subscriber's governing board has taken all necessary steps to so authorize this Subscription Agreement.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the date first written above.

NORTHWEST CENTRAL DISPATCH SYSTEM

[SUBSCRIBER]

By: 
John Ferraro, Executive Director

By: _____
Thomas W. Hayes, Village President