

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
7/12/2016

SUBJECT:	SUBMITTED BY:
A Resolution authorizing execution of an intergovernmental agreement (IGA) with DuPage Public Safety Communications (DU-COMM)	David Fieldman Village Manager

SYNOPSIS

A Resolution authorizing execution of an intergovernmental agreement (IGA) with DuPage Public Safety Communications (DU-COMM) for the provision of emergency dispatching and related services has been prepared.

The services provided by DU-COMM vary slightly from the services currently provided by the Village's dispatch center known as the Village Operations Center (VOC).

Same or Enhanced Service Levels	Reduced Service Levels
<ul style="list-style-type: none"> • Police Dispatching Services • Fire/EMS Dispatching Services • Fire Alarm Monitoring • Major Incident Response • Severe Weather Alerts • Overnight Street Parking Permission 	<ul style="list-style-type: none"> • Public Works Dispatching • Police Station After Hours Lobby Reception • Severe Weather Incident Tracking • LEADs Services • Video Monitor Viewing

Staff will change operations such that residents/customers experience no material difference in service levels.

STRATEGIC PLAN ALIGNMENT

The goals for 2015–2017 include *Exceptional Municipal Services*.

Identify and Execute a Major Consolidation is a Top Priority Action Item for 2015-2017

FISCAL IMPACT

Current Net Annual Cost of VOC	\$1,063,000	Net cost includes annual revenue from Westmont
DU-COMM Annual Cost of Membership and Fire Alarm Monitoring Fees	\$1,181,000	Will be included in proposed FY17 Budget

DU-COMM Administrative Fee	\$31,026	One-time fee covering the administrative cost of transition due in 2017. Will be included in proposed FY17 Budget.
DU-COMM Reserve Contribution & Equipment Needs	\$275,000	One-time fee due in 2017. Expected to be paid by ETSB

RECOMMENDATION

UPDATE & RECOMMENDATION

This item was discussed at the July 5, 2016 Village Council meeting. The Village Council inquired about the deployment and operations of the Tactical Dispatchers during large scale events. In response to large scale events and at the request of the Village incident command staff, DU-COMM will deploy tactical dispatchers to the scene. The dispatchers operate from a specialty communication vehicle owned by DU-COMM and perform incident command duties as assigned by the Village Incident Commander. All decision making responsibilities will continue to be performed by Village incident command staff.

Staff recommends approval on the July 12, 2016 Active Agenda.

BACKGROUND

The Village currently operates a consolidated emergency dispatch center serving Downers Grove and Westmont, known as the Village Operations Center or VOC. The continued operation at the current size and configuration is not feasible due to changes in State law, DuPage County Emergency Telephone Board (ETSB) policy and the resulting creation of County-wide regional dispatch centers that serve populations of 150,000 or more.

On May 17, 2016, the Village Council directed staff to pursue membership in DU-COMM for the provision of emergency dispatching services. Membership in DU-COMM:

- Maintains the level of service currently provided to Downers Grove residents for most services
- Achieves the Village's Top Priority Action Item *Identify and Implement a Major Consolidation*
- Is consistent with the State of Illinois & DuPage County consolidation efforts
- Reduces the total cost and increases the efficiency of providing emergency dispatching services at the County level
- Reduces the size and cost of the planned improvements to the Downers Grove Police Station

Upon execution of the IGA, DU-COMM will prepare a detailed, technical plan to transition all dispatching operations to their facility. The preparation of this plan should take approximately six months and should be completed by the end of 2016. The transition plan takes about six months to implement. Transition is scheduled to start in fall 2016 and should be completed by late spring or early summer 2017.

Service Level Comparison

Staff completed a thorough analysis and comparison of the DU-COMM and VOC services and has identified potential changes to Village operations to maintain service levels where DU-COMM does not offer similar service levels.

The analysis and comparison has been organized into ten service types. Table 1 below summarizes the service level comparison. A detailed explanation for each service is provided in the following pages.

*Table 1
Summary of Service Level Comparison*

	Service Description	DU-COMM	Frequency
A	Police, Fire & Emergency Medical Services Dispatch Services	●	22,274 Police emergency calls in 2015 136,372 Police non-emergency calls in 2015 5,786 Fire/EMS calls in 2015
B	Fire Alarm Monitoring	●	871 alarms monitored
C	Major Incident Response	●	Fewer than 5 per year
D	Severe Weather Alerts (Outdoor Warning Sirens)	●	Fewer than 5 per year
E	Overnight Parking Permissions	●	11,919 requests in 2015
F	Public Works Dispatching	◐	1,285 calls for service in 2015
G	Police Department Lobby After-Hour Reception Services	◐	2,200 customers per year (est.)
H	Law Enforcement Agencies Data System (LEADS) Management	◐	3,838 VOC criminal history inquires in 2015 5,561 Officer queried criminal histories in 2015
I	Severe Weather Incident Tracking	○	Fewer than 5 per year
J	Video Monitoring of Civic Center & Parking Deck	○	75 video monitors viewed daily
	Key: ● = Meets or exceeds Current Village service levels ◐ = Partially meets Current Village service levels ○ = Does not meet Current Village service levels		

Staff will change operations such that residents/customers experience no material difference in service levels.

A. POLICE AND FIRE/EMS DISPATCHING

DU-COMM Service Level	● Fully meets current service level
Frequency of Service	22,274 Police emergency calls in 2015 136,372 Police non-emergency calls in 2015 5,786 Fire/EMS calls in 2015
<p>Summary</p> <p>DU-COMM provides emergency police and fire/EMS dispatching services at the same level as the Village currently provides. In 2015, the Downers Grove Police Department achieved “Accreditation with Excellence,” as awarded by the Commission on Accreditation for Law Enforcement Agencies (CALEA). This distinction is awarded to only 4% of accredited law enforcement agencies. The VOC supported the Police Department’s accreditation by meeting over twenty CALEA standards related to Public Safety Communications.</p> <p>Chapter 81 of the CALEA Standards manual relates to “Communications” and covers twenty-three compliance areas specific to dispatching services. DU-COMM meets all applicable standards (See Table 3 in the Appendix for more information)</p> <p>In 2015, the Downers Grove Fire Department received an ISO Class 1 rating placing the department in the top 1% of fire departments nationwide. Ten percent of a community’s overall ISO rating is based on how well the communications center receives and dispatches fire alarms. The VOC was evaluated in several areas, including training and certification of dispatchers, alarm receipt and processing, and Computer Aided Dispatch facilities. The VOC’s performance in the category of public safety communications contributed to the Fire Department achieving a Class 1 rating. Reassessment is scheduled to occur in 2019-2020. Downers Grove is well-positioned to maintain its ISO Class 1 rating.</p> <p>The Downers Grove VOC scored 8.79 out of 10 in the area of Emergency Communications, and 91.04 overall. Based on DU-COMM’s previous communications score, the transition to DU-COMM would result in an ISO score for communications of 7.85 out of 10, resulting in a cumulative score of 90.1. This would allow the Downers Grove Fire Department to maintain ISO Class 1 by a minimal margin. DU-COMM implemented enhanced emergency dispatching protocols in November of 2015. These improved fire/EMS protocols are currently being reviewed by ISO. If DU-COMM’s submissions are accepted, Downers Grove may gain .61 points from its previous communications score of 8.79 (See Table 4 in the Appendix for more information).</p>	
Recommended Action	Use DU-COMM service without modification

B. FIRE ALARM MONITORING

DU-COMM Service Level	● Fully meets current service level
Frequency of Service	871 alarms monitored currently
<p>Summary</p> <p>The Village owns and maintains its own fire alarm equipment panels to receive alarms from Village businesses. The VOC works with the Fire Department and Finance Department to administer the fire alarm program. The VOC Manager processes applications for fire alarms, and enters the necessary information into Village databases. The Fire Prevention Bureau ensures that all alarm service providers are certified to perform work on all fire alarms owned and operated within the Village. All fire alarm receiver equipment is currently housed and maintained at the Downers Grove Police Department.</p> <p>DU-COMM monitors alarms for all member agencies, at a cost of \$14 per alarm per month. The annual cost to the Village will be \$146,328.</p> <p>The Village will continue to own and maintain the alarm receiver equipment and will continue to administer the fire alarm program including billing of customers. DU-COMM will monitor the alarms and dispatch the Fire Department when alarms are activated.</p>	
Recommended Action	<p>Use DU-COMM to monitor alarms and dispatch the fire department when alarms are activated</p> <p>Continue to own and operate the alarm receiver and administer the alarm program</p>

C. MAJOR INCIDENT RESPONSE

DU-COMM Service Level	● Exceeds current service level
Frequency of Service	Fewer than 5 per year
<p>Summary VOC provides communications support to the Emergency Management Coordinator during major incidents. During a major incident, the VOC provides radio communication for Police, Fire, and Public Works, as well as phone support for public inquiries. Additionally, the VOC deploys personnel to the Emergency Operations Center (EOC) to communicate directly with the Village of Downers Grove Crisis Management Team during major incidents.</p> <p>DU-COMM is staffed and equipped to provide enhanced dispatching services during large scale incidents. DU-COMM has a dedicated Technical Services Department with certified “Tactical Dispatchers,” who can be deployed in DU-COMM’s mobile communications vehicle to the scene of a major incident. Tactical Dispatchers provide communications support for Police, Fire, or municipal EOC activations.</p>	
Recommended Action	Use DU-COMM service without modification


D. SEVERE WEATHER ALERTS

DU-COMM Service Level	● Exceeds current service level
Frequency of Service	Fewer than 5 per year
<p>Summary</p> <p>The Village owns and operates its own severe weather alerting system (outdoor warning sirens). Policies and procedures have been established to test the system, and criteria is in place to govern the activation of the outdoor siren system during specific severe weather events.</p> <p>DU-COMM operates an outdoor warning system and coordinates activation for member agencies. Transitioning to DU-COMM will align Downers Grove's severe weather alerting policies and procedures with all other member municipalities. DU-COMM agencies are divided by north and south activation areas. Downers Grove sirens will be activated jointly as part of the DU-COMM South group, which includes Clarendon Hills, Darien, Lisle, and Woodridge.</p> <p>DU-COMM manually activates outdoor warning sirens based on information from the National Weather Service, trained weather spotters, or at the direction of a member agency. While DU-COMM will maintain the alerting system, the Village will continue to own and maintain the outdoor siren equipment.</p>	
Recommended Action	<p>Use DU-COMM service without modification</p> <p>Continue to own and maintain the outdoor siren equipment</p>


E. OVERNIGHT PARKING PERMISSION

DU-COMM Service Level	● Exceeds current service level
Frequency of Service	11,919 requests in 2015
<p>Summary VOC responds to resident phone calls requesting permission to park vehicles overnight on a public street and then manually enters the request into the Computer Aided Dispatch program to track overnight.</p> <p>With DU-COMM, residents have the option of requesting overnight parking permission by phone and by website.</p>	
Recommended Action	Use DU-COMM service without modification

F. PUBLIC WORKS DISPATCHING

DU-COMM Service Level	 Partially meets current service level
Frequency of Service	1,285 calls for service in 2015
<p>Summary</p> <p>VOC receives calls for a variety of Public Works related issues. The dispatchers assess the request for service and determine the appropriate Public Works staff person to contact for a response. The dispatchers use radios to dispatch Public Works when they are on-duty and use phones to dispatch Public Works staff when they are off-duty.</p> <p>DU-COMM dispatches Public Works staff by calling only one phone number provided to DU-COMM by the Village. One phone number is called for every Public Works related request for service.</p> <p>When DU-COMM begins dispatching, Public Works staff will have to answer calls from DU-COMM, identify the appropriate Public Works staff member to respond to the call, and contact the appropriate staff person. This process is less efficient than the current process.</p>	
Recommended Action	Assign Public Works management level staff to respond to DU-COMM calls on a rotating basis


G. POLICE DEPARTMENT LOBBY AFTER-HOUR RECEPTION SERVICES

DU-COMM Service Level	 Partially meets current service level
Frequency of Service	2,200 customers per year (est.)
<p>Summary</p> <p>During evening, overnight and weekend hours, VOC staffs the front window in the lobby of the Police Department, responding to walk-in customers. Prior to 2001, the VOC was located at the Village Hall. During this period, the public accessed the VOC after-hours through the use of a wall phone that routed calls directly from the lobby of the Police Department to the VOC.</p> <p>Similar to what was done in the Village prior to 2001, DU-COMM member agencies utilize a direct phone line to provide visitors immediate access to speak with a DU-COMM dispatcher. The dispatcher then calls the appropriate on-duty police officer to respond to the customer.</p> <p>The Downers Grove Police Department tracked after-hour walk-ins from Saturday May 14 through Friday May 20, 2016. The VOC experienced an average of 6 walk-in requests for service per day outside of normal business hours (See Table 5 in the Appendix for more information).</p>	
Recommended Action	Use DU-COMM services without modification

*Table 2**After-Hour Customers from Saturday May 14 through Friday May 20, 2016*

	Sat	Sun	Mon	Tue	Wed	Thu	Fri
12:00 a.m. to 7:59 a.m.	0	0	0	2	1	0	1
8:00 a.m. to 4:29 p.m.	9	3	NA	NA	NA	NA	NA
4:30 p.m. to 11:59 a.m.	2	0	3	7	4	7	3

H. LAW ENFORCEMENT AGENCIES DATA SYSTEM (LEADS) MANAGEMENT

DU-COMM Service Level	 Partially meets current service level
Frequency of Service	3,838 VOC criminal history inquiries in 2015 5,561 Officer queried criminal histories in 2015
<p>Summary</p> <p>The Illinois Law Enforcement Agencies Data System (LEADS) is hosted by the Illinois Criminal Justice Information Authority. The system interfaces with the FBI's National Crime Information Center to track arrest warrants, stolen property, missing persons, sex offenders, and other critical law enforcement data. There are two key components to the Village of Downers Grove's use of LEADS. The first component is operational access to, and dissemination of, information in LEADS. The second component relates to the administration of training, tracking of certifications, and validation of information entered into LEADS by Village employees. Each law enforcement agency is required to have a LEADS Agency Coordinator (LAC).</p> <p>All VOC employees are certified to access and disseminate information pertaining to criminal history inquiries, sex offender status, and outstanding warrants. Additionally, all dispatchers are certified to enter stolen property, missing persons, and arrest warrants into LEADS. The VOC manager currently serves as the LAC. The LAC administers certification training to all personnel, and verifies completion of online training and testing. Additionally, the LAC makes sure that all entries submitted by the agency are still accurate and responds to State of Illinois audits of the Village use of LEADS.</p> <p>DU-COMM provides limited LEADS information dissemination. DU-COMM does not run criminal history requests from officers. As a result, officers will have to manually query the information during on-scene investigations, or wait until a later time to query criminal history information. On-scene criminal history queries often occur when an officer detains a suspect and is attempting to establish the individual's identity, through comparison of scars, marks, tattoos, and answers to officer's questions regarding the arrest history of the suspect. This type of on-scene investigation typically involves a temporary detention of 5-10 minutes, and may result in arrest or release. Instant access to criminal history information enhances officer safety and provides a valuable investigative tool.</p> <p>DU-COMM will enter arrest warrants, missing persons, stolen property and other information into LEADS on behalf of the Downers Grove Police Department, however the Village will still be required to staff a LAC to verify entries, and manage training, credentials, certifications, and State of Illinois audits of the Village use of LEADS.</p>	
Recommended Action	Responding Police Officers should request other Police Officers on-duty to provide criminal history information Assign LAC coordination duties to existing management level Police Department staff

I. SEVERE WEATHER INCIDENT TRACKING

DU-COMM Service Level	<input type="radio"/> Does not meet current service levels
Frequency of Service	Fewer than 5 per year
<p>Summary</p> <p>VOC answers resident calls about severe weather related issues such as flooding, power outages, downed trees, and other similar items. VOC staff then create and manage an interactive incident tracking spreadsheet and map used by first responders to prioritize and coordinate responses to requests for services. Responders have access to the spreadsheet and map and make updates in real time from the field using mobile devices. The information is also used by leadership staff in the EOC. This system assists in making decisions about resource allocation and response plans.</p> <p>DU-COMM answers resident calls about severe weather related issues and then calls one phone number for Public Works to inform them of issues. DU-COMM will not create and manage incident tracking spreadsheets and maps.</p> <p>When DU-COMM begins providing services, the duties of creating and managing interactive incident tracking spreadsheets and maps will be assigned to other staff members.</p>	
Recommended Action	Assign the severe weather tracking and response coordination activities to another Village staff member

J. VIDEO MONITOR VIEWING

DU-COMM Service Level	<input type="radio"/> Does not meet current service levels
Frequency of Service	75 video monitors viewed daily
<p>Summary Monitors for video cameras around the Civic Center & Parking Deck and the booking room are located in the VOC. Staff members passively monitor these video feeds. When the booking room is in use and during emergency situations taking place at the Civic Center or parking deck, VOC staff actively monitor the video feeds and provide information to first responders. Further, VOC staff provide historical video footage to officers when needed.</p> <p>DU-COMM does not provide video monitoring services. When DU-COMM begins providing services, the video monitoring and processing duties will be assigned to another Village staff member.</p>	
Recommended Action	Assign booking room video monitoring duties to the on-duty Lieutenant or Sergeant (video will be actively monitored when the booking room is in use). Assign parking deck and Civic Center video monitor viewing to on-duty Police Department management level staff (video monitors will be available for viewing and actively monitored during calls for service)

Appendix

Table 3
CALEA Standard Comparison

CALEA Standard	CALEA Standard Description	VOC Compliance	DU-COMM Compliance
81.2.7	Providing Information to Victims and Witnesses - The agency must make the following victim/witness assistance information available 24 hours a day from a single point of contact: information regarding victim/witness assistance supplied by the agency directly; and referral information regarding services offered in the agency's jurisdiction by other organizations (governmental or private sector) for victims/witnesses.	Yes	Yes
81.2.3	Recording of Information - Dispatchers should encourage eliciting as much information as possible to enhance the safety of the officer and assist in anticipating conditions to be encountered at the scene. This is particularly important in certain categories of calls, including bomb threats and crimes in progress. Procedures for obtaining and recording relevant information of each request for service or self-initiated activity are required.	Yes	Yes
81.2.5.b	Access to Officer Status Indicator - Officer status indicators allow dispatchers to know the status of every officer under their control. All officers depend on the communications center to recognize when they may be in danger. By monitoring the officer status system, operators know where and how long each officer has been out on a call. When dispatching calls, operators also need to know which cars are available for service.	Yes	Yes
81.2.8	Audio Recording and Instant Playback - The citizen requesting service or the officer wanting assistance may not be able to repeat an emergency conversation. Therefore, the agency should have the capability to replay a conversation while recording other calls and radio transmissions.	Yes	Yes
81.2.14	First Aid Instructions - Employees must be trained and have immediate access to approved emergency medical guidelines or materials in order to provide emergency first-aid instruction over the telephone or radio	Yes	Yes
81.3.1	Communications Center Security - The capability to maintain communications in all emergency situations dictates that security measures be implemented to protect communications personnel, facilities, and equipment.	Yes	Yes

81.3.2	Alternate Power Source Required - The agency should ensure continuous emergency communications capability through an alternate power source. The readiness of the alternate equipment should be ensured by reasonable testing or self-testing of the technology employed.	Yes	Yes
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Table 4

ISO Score Comparison

ISO Category	Downers Grove Actual	DU-COMM Previous	DU-COMM Estimated Enhanced Score
Emergency Reporting	2.4	1.95	2.4
Telecommunicators	3.54	3.2	4.0
Dispatch Circuits	2.85	2.7	3.0
Total Credit	8.79	7.85	9.4

Table 5

Type of After-Hour Customer Service Requests, May 14-20, 2016

Request for Service	Number
Police call for service, officers dispatched,	14
Private property crash, forms distributed	7
Parking citation review procedure explained	4
Requests for information/directions	3
Public Works service requests	3
Item pick-up or drop-off	3
Other	7
Total	41

ATTACHMENTS

Resolution

Intergovernmental Agreement

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Village Attorney DATE: July 12, 2016
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS, APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH DUPAGE PUBLIC SAFETY COMMUNICATIONS REGARDING A JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT", as presented.



SUMMARY OF ITEM:

Adoption of the attached resolution shall authorize execution of an intergovernmental agreement for emergency dispatching and related services.

RECORD OF ACTION TAKEN:

**A RESOLUTION OF THE VILLAGE OF DOWNERS GROVE, 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 any power common to them; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that 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 Village Council of the Village of Downers Grove has 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 Village Council of the Village of Downers Grove desires 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; and

WHEREAS, the Village Council of the Village of Downers Grove has determined that approval and execution of the Intergovernmental Agreement with DuPage Public Safety Communications, attached hereto as Exhibit A, is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Downers Grove, Illinois:

SECTION 1. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest:

Village Clerk

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 J. ...*

ATTEST:

Leticia Monroe
Date: *May 20, 1975*

VILLAGE OF CAROL STREAM

BY: *Donald M. Swanson*

ATTEST:

Margaret Ann Forville
Date: *August 15, 1975*

DuPage Public Safety Communications



Bylaws

As Amended by DU-COMM's Board of Directors on June 9, 2015

DU PAGE PUBLIC SAFETY COMMUNICATIONS BYLAWS

As Amended June 9, 2015

ARTICLE I – PURPOSE

DU PAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) is an association of units of local government, as they are defined in Article VII, Section 1, of the Constitution of State of Illinois, 1970, and is a "public agency" as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2 (1), that is voluntarily established by its members pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. It is organized for the purpose of:

1. Providing the equipment, services and other items necessary and appropriate for the establishment, operation and maintenance of a joint public safety communications system for the mutual benefit of the members of DU-COMM.
2. Providing such contractual services to other units of local government.
3. Providing a forum for discussion, study, development and implementation of recommendations of mutual interest to its members regarding public safety communications and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information communication and data processing systems and other topics and projects of mutual public safety concern to its members.

ARTICLE II - MEMBERSHIP

- A. All cities, villages, fire protection districts and other units of local government that provide public safety service, that are located, wholly or partly within DuPage County, Illinois or geographically adjoin the boundaries of a then existing DU-COMM member and that are permitted by the Intergovernmental Cooperation Act to contract and associate with other units of local government are eligible for membership and participation in DU-COMM.
- B. A unit of local government's membership and participation in DU-COMM is conditioned upon:
 1. Its execution of the Joint Public Safety Communications Systems Agreement creating and establishing DU-COMM;
 2. Its delivery to DU-COMM of a certified copy of its ordinance authorizing its execution of the Joint Public Safety Communication System Agreement;
 3. Its agreement to be bound by DU-COMM's By-Laws;

4. Its payment of an administration fee and reserve contribution fee determined by the policy currently in effect upon full execution of agreement;
 5. Its continuing payment of its annual shares, billed quarterly, and other fees and compliance with DU-COMM's Bylaws; and
 6. Such other conditions as determined from time to time by the Board of Directors.
- C. New member participants shall be admitted on a two-thirds (2/3) vote of the members of the Board of Directors. All new members shall become liable for payment of existing debts and liabilities of DU-COMM to the same extent as all then existing members.
- D. The payment of the fee required in this article shall be made within thirty (30) days after the new member's admission to DU-COMM unless deferred payment is approved by a two-thirds (2/3) vote of the Board of Directors. The Board of Directors shall not approve deferred payment unless the new member participant's governing officials submit a resolution that:
1. States the reasons why payment cannot be made upon admission;
 2. Requests deferral of payment for not more than one (1) year; and
 3. Agrees to pay the deferred amount, with interest at a rate determined by DU-COMM's Board of Directors, if the request for deferred payment is approved.

ARTICLE III - ORGANIZATION

There is hereby established a Board of Directors of DU-COMM, an Executive Committee of DU-COMM, a Chiefs Operations Committee of DU-COMM, and the position of Executive Director of DU-COMM.

No Board of Director member, Executive Committee member, or Chiefs Operations Committee member shall receive a salary or compensation from DU-COMM

A. BOARD OF DIRECTORS

1. Membership:

The Board of Directors shall consist of;

- a. The Mayor or President of each participating municipality or an alternate (Chief Administrative Officer or other elected official) who has been designated in writing. The designated alternate shall be named by the Mayor or President as applicable. The designated alternate has all the same rights and authority as that municipality's Mayor or President; and
- b. Four directors shall be selected to represent all the participating fire protection districts. Each Director shall be the President of the Boards of Trustees. The President or their designated alternate (who shall be a Fire Protection District Trustee or Chief Administrative Officer from the same district) shall serve a term of two (2) years. The Four Directors shall be selected through a nomination and balloting process at a special meeting of all participating Fire Protection Districts, held by DU-COMM in odd years, prior to the April Board of Directors meeting, so that the terms of office are conterminous to the regular Board election occurring in July.

2. Chairman, Vice-Chairman, Secretary, and Treasurer;

a. Election:

At its July meeting in odd years, the Board of Directors shall elect one of its members to serve as a Chairman, a Vice-Chairman a Secretary, and a Treasurer. The Chairman shall conduct the meetings of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman. Each officer *elected* shall assume their office at the close of the July meeting and shall serve a term of two (2) years.

b. Nominating Committee:

At its April meeting in odd years, a majority of the Board of Directors shall appoint two or more Directors to serve as members of the Nominating Committee. The Nominating Committee shall determine a slate of directors it recommends for election as Chairman, Vice-Chairman, Secretary, Treasurer, two Municipal Administrators, one Fire District Representative, one police chief, and one fire chief to serve on the Executive Committee. The two remaining representatives to the Executive Committee shall be the Chairman and Vice-Chairman of the Chiefs Operations Committee. Additional nominations may be from the floor during this meeting.

c. Vacancies:

A Board of Directors office shall be deemed vacant if the occupant ceases to be an employee of a member and upon the death, resignation, or removal of the occupant. The Chairman of the Board of Directors shall appoint a successor to fill the vacant office until the next biennial election for that office. Any appointments made to fill a vacancy shall remain consistent with the organizational structure as defined in Article III: A.1. Membership: DU-COMM Board of Directors.

3. Officers:

The Chairman, Vice Chairman, Secretary, Treasurer of the Board of Directors shall hold the same offices on the Executive Committee.

a. Chairman:

The Chairman shall;

- I. Oversee all business and affairs of DU-COMM;
- II. Execute any documents as authorized by the Board of Directors or these Bylaws;
- III. Perform all duties incidental to the office of Chairman, and those that may be prescribed by the Board of Directors;
- IV. From time to time, to create such sub-committees as may be needed for the Executive Committee to perform its duties and to appoint two or more members of the Executive Committee to each such sub-committee; and
- V. Serve as liaison between the Board of Directors and Executive Committee.

b. Vice Chairman:

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

c. Secretary:

The Secretary shall;

- I. Oversee the recording, maintenance and custody of the records of DU-COMM and the minutes of all meetings of DU-COMM;
- II. See that all notices are duly given according to these Bylaws;

- III. Perform, or delegate to DU-COMM's staff employees, all duties incidental to those generally assigned to the office of Secretary and to perform those duties prescribed by the Board of Directors.

d. Treasurer:

The Treasurer shall;

- I. Oversee DU-COMM financial transactions, fiscal practices, and financial authorities;
- II. Have the authority to direct funds on all DU-COMM bank accounts;
- III. Oversee the DU-COMM budget process and recommend the final budget document to the Board of Directors for approval;
- IV. Perform, or delegate to DU-COMM's staff employees, all duties incidental to those generally assigned to the office of Treasurer and to perform those duties prescribed by the Board of Directors.

4. Meetings:

- a. The regular meetings of the Board of Directors shall be held quarterly on the third Tuesday of the month. The January meeting shall be the annual meeting at which the annual budget of DU-COMM is adopted. The election of officers for the Board of Directors will be held biennially in odd years. An agenda will be emailed, or mailed to each member of the Board of Directors at least forty-eight (48) hours before the meeting. The business of the meeting shall not be limited to the agenda.
- b. Special meetings of the Board of Directors may be called by the Chairman, the Board of Directors on its own motion or by the Executive Committee upon written request of a majority of its members. The date, time and location of special meetings shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be emailed, or mailed to each member of the Board of Directors at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at the meeting.

5. Quorum:

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If less than a majority of directors are present at a meeting a majority of the directors present may adjourn the meeting without further notice.

6. Voting:

- a. Each Director or designated alternate present shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

7. Powers:

The Board of Directors shall have all powers, express and implied, not inconsistent with or contrary to the laws of the Constitution of the State of Illinois, 1970, the Joint Public Safety Communications System Agreement or these Bylaws, that are necessary for it to carry out the purpose of DU-COMM as stated in Article I of these By-Laws. The Board of Directors may establish rules and procedures governing its conduct.

8. Duties:

The Board of Directors shall:

- a. Determine general policy of DU-COMM;
- b. Adopt the annual budget of DU-COMM;
- c. Appoint and remove the Executive Director;
- d. At its April meeting, review the annual evaluation and fix the salary of the Executive Director as conducted and recommended to it by the Executive Committee.
- e. Accept the annual audit of DU-COMM;
- f. Designate the officer(s) and agents authorized to sign checks, drafts or other orders of payment of money and noted or other evidences of indebtedness of DU-COMM and shall execute all documents required to evidence the authority of the officer(s) or agents;
- g. Designate the officer(s) and agents authorized to execute and deliver contracts or any other instrument in DU-COMM's name and on its behalf in the furtherance of its purpose. This authority may be general or limited to specific transactions or types of transactions and shall execute all documents required to evidence the authority to sign checks, drafts or other orders of payment of money, and notes or other evidences of indebtedness of DU-COMM and shall execute all documents required to evidence the authority of the officer(s) or agents;
- h. Contract for loans to DU-COMM; all loans in excess of \$50,000 must have the approval of the governing boards of at least two-thirds (2/3) of participating members;

- i. Review and approve the Investment Policy;
- j. Review DU-COMM's Bylaws; and
- k. Approve new members and expel existing members in accordance with established procedures.
- l. Approve any budgeted expense greater than 110% of the budgeted expense and approve any non-budgeted expense greater than \$20,000.

B. EXECUTIVE COMMITTEE

1. Purpose: The purpose of the Executive Committee is to allow for the expeditious conduct of DU-COMM's operations and to provide timely policy direction to the Executive Director.
2. Membership:
 - a. The DU-COMM Executive Committee shall consist of the Chairman, Vice Chairman, Secretary, Treasurer of the Board of Directors; two municipal administrators; one Fire District President or Trustee; two fire chiefs and two police chiefs which shall include the Chairman and Vice Chairman from the Chiefs Operations Committee.
3. Vacancies of Officers:
 - a. The Chairman and the Vice Chairman of the Board of Directors of DU-COMM will maintain their current offices while serving on the Executive Committee.
 - b. Vacancies: An Executive Committee office shall be deemed vacant if the occupant ceases to be an employee of a member and upon the death, resignation or removal of the occupant. The Chairman of the Board of Directors shall appoint a successor to fill the vacant office until the next biennial election for that office. Any appointments made to fill a vacancy shall remain consistent with the organizational structure as defined in section 2 (a.) Membership: DU-COMM Executive Committee.
 - c. Removal: The Board of Directors may remove an elected or appointed officer of the Executive Committee whenever, in the Board's judgment, the best interest of DU-COMM would be served by the removal.

4. Meetings:

- a. Regular meetings: Regular meetings shall be held monthly. The Secretary shall cause notice of all meetings, including an agenda, to be emailed or mailed to each member of the Executive Committee at least forty-eight (48) hours before the meeting.
- b. Special meetings may be held at the call of the Chairman, by the Executive Committee upon its own motion, or called by the Chairman upon the written request of a majority of the Executive Committee members. The date, time and place of special meetings shall be determined by the Chairman. The Secretary shall cause notice of special meetings, including an agenda, to be given to each member of the Executive Committee at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at a special meeting.

5. Quorum:

A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at a meeting of the Executive Committee. If less than a majority is present at a meeting, a majority of the Executive Committee members present may adjourn without further notice.

6. Voting:

- a. Each Executive Committee member attending shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

7. Duties:

The Executive Committee shall;

- a. Ensure that decisions concerning development, operation, cost sharing, expenditure approval, personnel and equipment utilization are consistent with the purpose of DU-COMM, the policies established by the Board of Directors and the limits fixed by the approved budget;
- b. Conduct the annual review of the Executive Director, and make a recommendation on any salary increase to the Board of Directors for consideration at the April meeting;
- c. Review the draft budget prepared by the Executive Director and submit recommendations to the Board of Directors;

- d. Approve any budgeted expenditure in excess of \$20,000, not to exceed 110% of budgeted amount, and approve any non-budgeted expense less than \$20,000.
- e. Approve any Emergency expenditure made by the Executive Director and shall report that expense to the Board of Directors no later than the next regular or special call meeting of the Board of Directors.
- f. Subject to the policies determined by the Board of Directors, contract with other units of local government and other governmental entities and agencies as authorized in the Illinois Intergovernmental Cooperation Act for their use of DU-COMM's facilities, equipment and services and to establish appropriate charges therefore. Except as specifically provided herein, no contract or other obligation of DU-COMM shall be binding unless approved by the Executive Committee;
- g. Conduct long term-planning on capital improvements, and multi-year expenditures;
- h. Review monthly the facility operations, financial reports, and the Executive Director's report;
- i. Review and recommend the disposal of surplus equipment as defined under the current policy of the Board of Directors and Illinois State Statute;
- j. Hire certified public accountants as auditors to perform an annual audit of DU-COMM's financial affairs and to review and recommend acceptance of the annual audit to the Board of Directors. The audit shall be done after each fiscal year in accordance with generally accepted accounting principles. Each participating member unit of local government shall be provided an electronic copy of the audit report;

C. Chiefs Operations Committee

1. Membership:

- a. The DU-COMM Chiefs Operations Committee shall consist of each Police Chief and Fire Chief whose unit of local government is a member of DU-COMM. Each Police Chief and Fire Chief may designate an alternate member of that police or fire department who may serve on the Chiefs Operations Committee in the absence of the Police Chief or Fire Chief.

2. Officers:

The Chiefs Operations Committee shall have the offices of Chairman, and Vice-Chairman.

a. Chairman:

The Chairman shall:

- i. Perform all duties incidental to the office of Chairman, and those that may be prescribed by the Board of Directors and/or the Executive Committee;
- ii. From time to time, to create such sub-committees as may be needed for the Chiefs Operations Committee to perform its duties and to appoint two or more members of the Chiefs Operations Committee to each such sub-committee; and
- iii. Serve as a member of the Executive Committee.

b. Vice Chairman:

- i. Serve as a member of the Executive Committee.
- ii. In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

3. Election of Officers:

- a. Election: At the June meeting of Chiefs Operations Committee, they shall elect a Chairman, and Vice-Chairman, each to serve a term of one (1) year. The Chairman and the Vice-Chairman cannot be from the same member and must represent a different branch of service. The terms of newly elected officers shall commence at the July meeting. The Vice-Chairman shall automatically move to the position of Chairman in the subsequent year.
- b. Vacancies: A Chiefs Operations Committee office shall be deemed vacant if the occupant ceases to be an employee of a member and upon the death, resignation or removal of the occupant. The Chiefs Operations Committee shall appoint a successor to fill the vacant office until the next annual election for that office.
- c. Removal: The Board of Directors may remove an elected or appointed officer of the Chiefs Operations Committee whenever, in the Board's judgment, the best interest of DU-COMM would be served by the removal.

4. The Chiefs Operations Committee shall designate a Chiefs Committee Police and Chiefs Committee Fire. These committees shall be comprised of the respective Police or Fire service members of the Chiefs Operations Committee. Each service may meet and take action on items that pertain to that individual service only, and not globally. Issues that pertain to DU-COMM as a whole shall be brought to the full Chiefs Operations Committee.
5. Meetings:
 - a. Regular meetings: Regular meetings shall be held, at a minimum, quarterly. Notice of the regular meetings, including an agenda, shall be emailed or mailed to each member of the Chiefs Operations Committee at least forty-eight (48) hours before the meeting.
 - b. Meetings of the Chiefs Committee Police or Chiefs Committee Fire shall be held, as needed, at the direction of the Chiefs Committee Chairman or Vice- Chairman.
 - c. Special meetings may be held at the call of the Chairman, by the Chiefs Operations Committee upon its own motion, or called by the Chairman, upon the written request of a majority of the Chiefs Operations Committee members or their alternates. The date, time and place of special meetings shall be determined by the Chairman. The Chairman shall cause notice of special meetings, including an agenda, to be given to each member of the Chiefs Operations Committee at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at a special meeting.
6. Quorum:
 - a. A majority of the members of the Chiefs Operations Committee shall constitute a quorum for the transaction of business at a meeting of the Chiefs Operations Committee. If less than a majority is present at a meeting, a majority of the Chiefs Operations Committee members present may adjourn without further notice.
 - b. When a meeting is called of the Chiefs Committee Police or Chiefs Committee Fire, the majority of the respective number of Police or Fire agencies shall constitute a quorum.
7. Voting:
 - a. Each Chiefs Operations Committee member attending shall be entitled to cast one vote.
 - b. No proxy or absentee votes are allowed.

8. Duties:

The Chiefs Operations Committee shall;

- a. Review written directives of the Executive Director regarding standard operating procedures concerning police, fire and EMS dispatching, equipment utilization regarding the computer systems and the communications systems. Any concerns raised by Committee members that are not addressed by the Executive Director may be submitted to the Executive Committee for review.
- b. In concert with the Executive Director, provide oversight and direction regarding short- and long-range planning issues, future needs relative to computer systems and communications systems, statistical reporting documents, additional service needs and agency and inter-agency relationships.
- c. To form subcommittee(s) as needed from time to time to assist in the oversight and monitoring of operations and/or to deal with special issues or needs. Upon creation, a Chairman shall be named for a two year term. The membership of a project based subcommittee shall serve for the duration of the project. The membership of all other subcommittees shall be limited to serve a term of four years, or until a replacement is found.
- d. To assist DU-COMM from time to time in lobbying legislators (State and Federal) and/or State or Federal Agencies on issues affecting public safety, in particular emergency dispatching and communications systems and airwaves (Federal Communications Commission).

D. EXECUTIVE DIRECTOR

The Executive Director shall perform the duties authorized and/or delegated to the position by the Board of Directors including *the following*:

1. Oversee the day-to-day operations of DU-COMM including, but not limited to, the hiring, supervising, discipline and termination of employees.
2. Prepare the proposed annual budget for initial review by the Executive Committee and adoption by the Board of Directors.
3. Attend Board of Directors, Executive Committee, and Chiefs Operations Committee meetings. Provide advice and/or specific recommendations to the various Boards and Committees as may be requested or needed on matters of dispatch operations, administrative and technical (computer and communications systems) issues, and overall management of DU-COMM as a centralized dispatch center. The Executive Director shall not be considered a member of the Executive Committee or the Chiefs Operations Committee.

4. All other duties assigned by the Board of Directors and as stated in DU-COMM's Policy and Procedures.
5. Contract for any expenditure or revenue stream that is less than \$20,000 annually.
6. Approve any budgeted expenditure under \$20,000.
7. Make any emergency expenditure that must be made immediately to ensure the safe and effective operation of the center. If an emergency expenditure exceeds \$20,000 or is not budgeted, the Executive Director shall notify the Chairman of the Board of Directors and bring the expenditure to the next regular or special call meeting of either the Executive Committee or Board of Directors, whichever is first.
8. Select the banks and other financial institutions that may be used as depositories of DU-COMM's funds and securities in accordance with the Investment Policy approved by the Board of Directors.
9. Review and recommend contracts with other agencies for the use of DU-COMM facilities in conjunction with the Executive Committee and Chiefs Operations Committee.

ARTICLE IV - FISCAL YEAR AND BUDGET

A. Fiscal Year:

The fiscal year of DU-COMM shall begin May 1 and end on April 30.

B. Budget:

The annual operating cost is determined by the DU-COMM operating budget, less any operational revenue. The dollar balance is split between member departments.

1. The budget splits the operational shares between fire and police and each discipline then splits its costs further. The percentage split is roughly based on the number of Telecommunicators assigned to either primary Police or Fire/EMS functions, and may fluctuate annually. Preliminary (draft) budget shares, regardless if reviewed by DU-COMM's Executive Committee, will be released to member agencies no later than November 15th.
2. The Police Departments split shares by the percentage of full-time authorized and funded sworn officers as of November 1st of the proceeding budget year. Police agencies must provide documentation from the Chief Administrative Officer. Documentation shall include budget/minutes or signed affidavit. Any changes to the number of sworn officers after November 1st will not be reflected until the subsequent budget year.

3. Fire Departments/Districts split shares by the prior tax year's EAV (Equalized Assessed Value) for their jurisdiction. The EAV as reported by the applicable County tax department by November 1st of the preceding calendar year is used in the development of the draft budget. Example: the 2010 EAV is used for the FYE13 budget.
4. The Board of Directors shall adopt an annual budget at its annual meeting in January. Immediately after adoption, copies shall be emailed or mailed to the Fire District Presidents or Chief Administrative Officers of each member agency.

ARTICLE V - MEMBER CONTRIBUTION AND FEES

A. Police communication service recipients.

1. Existing members' annual fee:

Members shall share the authorized development costs, capital equipment, capital assets and, operating costs of DU-COMM's common systems. Each members share shall be equal to the ratio of the authorized (budgeted) police personnel in the member's unit of local government to the total authorized sworn (budgeted) police personnel in all members' unit of local government.

2. New member's first year annual fees:

If, at a date after budget approval, another unit of local government is admitted as a member of DU-COMM, the new member shall share the authorized development costs, capital equipment, capital assets and operating costs for all common systems. The amount to be contributed by the new member shall be in accord with the provisions of DU-COMM's policy then in effect. Any new capital or development costs to DU-COMM, caused by the admission of the new member to DU-COMM shall be the exclusive cost of and be paid by the new member.

B. Fire communication service recipients.

1. Existing members' annual fee:

Members shall share the authorized development costs, capital equipment, capital assets and operating costs of DU-COMM's common systems. Each member's share shall be equal to the ratio of the assessed valuation of the members unit of local government to the total assessed valuation of all members unit of local government.

2. New member's first year annual fees:

If, at a date after budget approval, another unit of local government is admitted as a member of DU-COMM, the new member shall share the authorized development costs, capital equipment, capital assets, and operating costs for all common systems. The amount to be contributed by the new member shall be the administration fee and reserve contribution fee determined by the policy currently in effect. Any new capital or development costs to DU-COMM, caused by the admission of the new member to DU-COMM shall be the exclusive cost of and be paid by the new member.

- C. Nothing in Section A or B of this Article shall prevent the DU-COMM Board of Directors from assessing a fee to each DU-COMM member based upon the actual cost of approved purchases of capital items and /or services associated with capital items apart from each member agency's previously approved share. The apportionment of the actual cost shall be based on the member's use of the capital purchase or service.
- D. Individual DU-COMM members may request DU-COMM to provide goods and services over and above the basic communication services. The cost of these goods and services shall be billed directly to the member agency apart from the agency's budgetary share. Goods shall be billed at the actual cost to DU-COMM while additional services will be billed at a price to be negotiated between DU-COMM and the member agency. DU-COMM may require a contract for services relative to the provision of these additional services.
- E. Each members' annual contribution shall be established by DU-COMM's budget according to the method started in DU-COMM's Policy and Procedures and may not be increased without specific approval of the corporate authorities of each participant. Written objections to such contribution filed with DU-COMM within thirty (30) days of receipt of the approved budget shall be deemed such members' notice of withdrawal in accordance with Article VII of these Bylaws.
- F. Periodic Payments:

Charges shall be paid quarterly by the first of the following months: May, August, November and February. Any member with past due invoice(s) beyond thirty (30) days shall be assessed a late fee of five percent (5%), not to exceed \$500 for each thirty (30) days payment is past due. The Board of Directors will be notified of invoices past due sixty (60) days or more.

Any payment made to DU-COMM may be applied to open invoices for goods, services, and contracts first, before invoices for dispatch services. Invoices for goods, services, or contracts will be issued as required.

- G. Each member shall take all action required to authorize the expenditure of funds of the unit of local government that are necessary to meet its obligations under these Bylaws

ARTICLE VI – ASSETS, LIABILITIES, AND INDEMNIFICATION

- A. DU-COMM may purchase, own and rent or lease, such real and personal property, including, land, buildings, equipment, furniture and fixtures, that are necessary or convenient for it to fulfill its purpose.
- B. All property, real and personal, acquired by DU-COMM shall be owned in common by the parties to the Joint Public Safety Communications Systems Agreement unless otherwise specified in a writing signed by all members.
- C. Unless otherwise provided by individual contracts, each member participant of DU-COMM shall be liable for the debts and liabilities of DU-COMM only for the authorized charges then owed by that member participant. Persons or companies contracting with DU-COMM cannot rely upon the assets of any member participant beyond the charges or single current annual contribution amount previously agreed to by that member participant under the then current budget.
- D. Each member indemnifies and holds harmless all other members for all losses, costs, expenses, liabilities, causes of action and actions, more than its proportionate liability, against it that may be imposed upon such other party.
- E. Each member of the Board of Directors, Executive Committee and Chiefs Operations Committee serves in that capacity as an agent for the member.
- F. DU-COMM has the power to purchase and maintain a policy of insurance, containing coverage commonly known as Errors and Omissions, on behalf of any person who is an employee or agent of DU-COMM, so long as such insurance is available and is economically feasible.

ARTICLE VII – WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Voluntary Withdrawal
 - 1. After the first year of membership in DU-COMM, any member may voluntarily withdraw from membership in DU-COMM by giving ninety (90) days written notice.
 - 2. All notices of withdrawal shall be made in writing to DU-COMM, c/o the Executive Director, 600 Wall Street, Glendale Heights, IL 60139-1900, or such other location where DU-COMM then maintains the office of its Executive Director.

3. After notice of withdrawal, the withdrawing member participant shall continue to be responsible for:
 - a. Payment of its share of operational costs through the end of DU-COMM's current fiscal year on the effective date of its withdrawal;
 - b. Payment of 100% of its pro-rata share of DU-COMM's contract liabilities and debt obligations existing on the date of withdrawal;
 - c. Continuing compliance with any contractual obligations it has separately signed with DU-COMM; and
 - d. The prompt return of all DU-COMM's assets and equipment in its possession.

B. Termination

1. Any member that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from DU-COMM and their membership may be terminated.
 - a. Nonpayment of fees beyond ninety (90) days as set forth herein; or,
 - b. The refusal or declination of any member to be bound by any of its obligations under these Bylaws;
 - c. The refusal of a member to be bound by Policies, Procedures, Written Directives, or Standard Operating Procedures approved by the Chiefs Operations Committee, Executive Committee, or the Board of Directors.
2. The determination of termination will be made by the Executive Committee. The Executive Committee shall provide a ninety (90) day written notice to the terminated agency. The written notice shall require the member agency to respond in writing within seven (7) days that they are in receipt of the notice of termination.
3. The Board of Directors will convene a meeting within thirty (30) days of the termination notice and shall make a final determination of termination.
4. After notice of termination, the terminated member participant shall continue to be responsible for:
 - a. Payment of its share of operational costs through the end of DU-COMM's current fiscal year on the effective date of its withdrawal;
 - b. Payment of 100% of its pro-rata share of DU-COMM's contract liabilities and debt obligations existing on the date of withdrawal;
 - c. Continuing compliance with any contractual obligations it has separately signed with DU-COMM; and

- d. The prompt return of all DU-COMM's assets and equipment in its possession.

C. Dissolution

1. If the withdrawal of a member participant reduces the number of remaining member participants to less than that required to keep DU-COMM operational or if two-thirds (2/3) of the member participants vote to dissolve DU-COMM, then the Joint Public Safety Communications Agreement shall terminate and DU-COMM as an entity shall be dissolved.
2. Upon dissolution, and after the payment of all debts, all assets or liabilities of DU-COMM shall be proportionately distributed among the members who had participated in DU-COMM for more than one (1) year before the mandatory dissolution.
3. The proportion a member receives is the ratio of its payments for the preceding five (5) years to the total payments made by the members at dissolution during the five (5) years preceding dissolution.

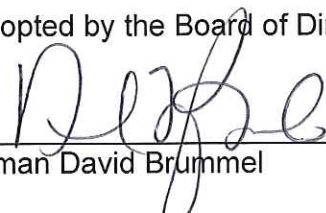
ARTICLE VIII - AMENDMENTS

These Bylaws may be amended at a meeting of the Board of Directors by a two-thirds (2/3) vote of all directors if the proposed amendment was submitted in writing to all directors at least thirty (30) days before the meeting at which the proposed amendment is considered.

ARTICLE IX - MEETINGS

- A. Except to the extent that these Bylaws or any rules adopted by the Board of Directors impose a stricter requirement, all meetings of the Board of Directors, the Executive Committee and the Chiefs Operations Committee shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 et seq. All notices and agendas of public meetings shall be posted to DU-COMM's website.
 - B. Unless inconsistent with these Bylaws, Robert's Rules of Order shall govern the conduct of all meetings of the Board of Directors, Executive Committee and Chiefs Operations Committee.
 - C. DU-COMM shall maintain and distribute copies of all minutes of the Board of Directors, Executive Committee and Chiefs Operations Committee to each of the member agencies.
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As Adopted by the Board of Directors:



Chairman David Brummel

Attest:



Secretary Joseph Broda

JUNE 9, 2015

Date

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

VILLAGE OF DOWNERS GROVE

Martin T. Tully, Mayor

DATE:

ATTEST:

Village Clerk