

TALKGROUP ACCESS AGREEMENT

This agreement is hereby made and entered into this 8 day of May, 2024 by and between Tri Com Central Dispatch, an Illinois Intergovernmental Cooperation Agency of the Cities of St. Charles, Batavia and Geneva, Illinois (hereinafter referred to as "Agency" or "Tri-Com") and the DuPage County Emergency Telephone System Board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, (hereinafter referred to as "DuPage ETSB") and.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. Agency hereby authorizes the DuPage ETSB and only those personnel members whose names the DuPage ETSB provides to the Agency to access the following (hereinafter referred to collectively as "Talkgroups") through the use of portable/mobile radio as well as the Motorola WAVE application:

PD2, TC TAC 1, PD 1, TC TAC 2, FD Main, FD South, Batavia OPS North Aurora OPS, Elburn OPS, Geneva OPS, St. Charles OPS, Sugar Grove OPS, Main OPS, Trico OPS N, Tricom OPS W and Tricom OPS S and any talk groups mutually agreed upon at a later date.

Scope of Use. Recognizing the need to control the use of these Talkgroups and in accordance with the State of Illinois Starcom21 policies and procedures, the DuPage ETSB agrees to limit the use of the Talkgroups to Emergency Notifications including but not limited to serious incidents, serious traffic crashes, and active fires, Coordination of Joint Operations and Mutual Aide Responses Natural and Man-Made Disasters, Mass Casualty Incidents, Police, Fire, EMS, HAZMAT, Rescue Operations, and Training.

The DuPage ETSB shall, at all times, ensure that its personnel utilize its access to Talkgroups in strict conformance with the provisions of this agreement, its application to the Agency, and such rules and policies as the Agency or its subordinate entities may from time to time establish. The DuPage ETSB shall not permit its personnel to utilize the DuPage ETSB's access to Talkgroups in any manner that exceeds this scope of use or in violation of law.

Termination. The DuPage ETSB may terminate its access to the Agency's Talkgroups at any time by providing written notice to the Agency. The Agency may terminate the DuPage ETSB's access to Talkgroups at any time for any reason with or without written notice.

Indemnification.

(a) The DuPage ETSB shall, at all times, fully indemnify, hold harmless, and defend the Agency and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of Talkgroup by the DuPage ETSB and its employees, or because of any act or omission, neglect or misconduct of the DuPage ETSB, its employees and agents or its subcontractors including, but not limited to, any claims that may

be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the DuPage ETSB's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of the DuPage ETSB to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting the Agency and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The DuPage ETSB shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) The DuPage ETSB shall be liable for any damages incurred by Agency or its principals as a result of its errors, omissions or negligent acts.

Duty to Contract for Access, Costs. The DuPage ETSB shall contract with the applicable entity for access to the system on which the Talkgroup operates. The DuPage ETSB shall be solely responsible for all costs associated with its access to the Talkgroup. The DuPage ETSB shall be solely responsible for the acquisition of any equipment it requires to access Talkgroup.

Notices. All notices required to be given pursuant to this agreement shall be in writing and addressed to the parties at their respective addresses set forth below:

If to the DuPage ETSB:
Linda Zerwin
Executive Director
421 N. County Farm Road
Wheaton, IL 60187

If to the Agency (Tri-Com):
Joe Schelstreet
Executive Director
3823 Karl Madsen
St. Charles, IL 60175

Covenant Not to Sue. In consideration of the Agency's grant of access to Talkgroups, the DuPage ETSB covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the Agency, its Board of Directors, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this agreement to the extent authorized by law and to the extent the action does not arise from grossly negligent or intentional acts of the Agency or of any vendor, contractor, or other entity providing services or products to State of Illinois Starcom21 in connection with the access to Talkgroups. In no event shall the Agency be liable to the DuPage ETSB for monetary damages for any reason whatsoever.

Representations. The DuPage ETSB represents that it has the authority to enter into this agreement and undertake the duties and obligations contemplated by this agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, the DuPage

ETSB represents that the signatory of this agreement has the authority to bind the DuPage ETSB to all obligations herein contained.

Survival. The DuPage ETSB’s obligations pursuant to the sections herein under the headings entitled "Covenant Not to Sue" or “Indemnification” shall survive the termination of this agreement.

Assignment. Neither the DuPage ETSB nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of the Agency.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise enforceable for any reason, the remainder of this agreement shall remain in full force and effect.

Tri-Com Central Dispatch:

The DuPage ETSB:

By: _____
Board Chairman

By: _____

Name/Print: Greg Schwarze

Attest:

Title: ETSB Chair

Vice-Chair of the Board