

RESOLUTION NO. *R-25-46*

RESOLUTION APPROVING INDEMNITY AND HOLD HARMLESS AGREEMENT BETWEEN THE VILLAGE OF ADDISON AND THE COUNTY OF DUPAGE – TASER DONATION

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Addison, DuPage County, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Mayor and Board of Trustees of the Village of Addison believe and hereby declare that it is in the best interests of the Village and its residents to approve the Indemnity and Hold Harmless Agreement with the County of DuPage regarding the donation of eighteen (18) Axon 7 Tasers to the County, specifically the DuPage County Children's Advocacy Center (the "Agreement"), which is attached hereto as Exhibit 1 and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Indemnity and Hold Harmless Agreement with the County of DuPage regarding the donation of tasers from the Village, attached hereto as Exhibit 1, shall be and is hereby approved, and the Mayor and Village Clerk shall be and are hereby authorized and directed to execute and attest said Agreement in substantially the form attached hereto.

SECTION THREE: Any policies, resolutions, or prior agreements which conflict with the provisions of this resolution or the agreement attached hereto shall be, and they are hereby, repealed to the extent of such conflict.

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

PASSED THIS 16th day of June, 2025.

AYES: Trustees DeRosario, Nasti, D'Brier & Mayor Hundley

NAYS: None

ABSENT: Trustees Kleezy & Reyes / abstain: Trustee Ruggieri

APPROVED THIS 16th day of June, 2025.


MAYOR

ATTEST:


VILLAGE CLERK

4903-7938-9769 v.1

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the VILLAGE OF ADDISON (the "Village") and the COUNTY OF DUPAGE (the "County").

For and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the County agree as follows:

The Village has agreed to donate eighteen (18) Axon 7 Tasers (Serial #X4000CFHD; X4000CFXE; X4000CFF5; X4000CFXH; X4000CFP9; X4000CFNW; X4000CFX1; X4000CFYH; X4000CFTC; X4000CFVX; X4000CFD8; X40019569; X4000CFTH; X4000CFYA; X4000CFTM; X4000CFXW; X4000CFXX; X4000CFY6) to the County, specifically the DuPage County Children's Advocacy Center (the "Tasers").

To the fullest extent permitted by law, the County hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the Tasers, or which may in anyway relate thereto and to waive any claims for injuries, deaths, loss, damages claims, patent claims, suits, liabilities, judgments, costs and expenses that it may incur as the result of the Tasers. The County further agrees that it shall, to the extent permitted by law, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the County shall, to the extent permitted by law, at its own expense, satisfy and discharge the same.

The Village has agreed to donate the Tasers to the County on an "as is" basis, without any warranties of any kind to the fullest extent permitted by law. The Village hereby expressly disclaims any and all warranties, whether express or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.

IN WITNESS THEREOF, the Village and the County have voluntarily entered into this Agreement on or about the dates set forth below.

THE VILLAGE OF ADDISON

Tom Hurdley

Signature

Its:

Date:

MAYOR

6/18/2025

THE COUNTY OF DUPAGE

Name (Print):

Signature

Its:

Date: