

REVISED EXHIBIT O – DUPAGE COUNTY SHERIFF'S OFFICE

0-1. DuPage County Sheriff's Office Customer Services

Addison shall provide personalized customer services to the DuPage County Sheriff's Office (DPSO) including answering in person all non-emergency calls during hours when the DPSO offices are closed to the public, and contact the appropriate DPSO of any emergency by phone, alpha numeric paging or other agreed upon methods. DPSO shall provide thirty (30) days' notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon.

In the case of a major emergency in the County of DuPage, such as a tornado touchdown or intense storm, an area-wide snow or ice emergency, area-wide flooding, or major police activity, non-emergency calls will be accepted and answered by DPSO.

In addition, once a set of standard operating procedures have been agreed to between Addison and DPSO, Addison and DPSO shall insure that its staff complies in every respect with the agreed upon standard operating procedures based upon the following schedule:

- all 911 calls and calls requiring a police service will be dispatched by Addison 24 hours a day 7 days a week;
- Addison will answer non-emergency office calls for DPSO as follows: Monday - Friday 1700-0800 hours, 24 hours a day on Saturday and Sunday and 24 hours a day on holidays;
- Non-emergency office calls will be handled by DPSO from 0800- 1700 hours;
- Addison will answer non-emergency office calls if DPSO staffing needs cannot be met due to emergency or illness;
- DuPage County Sheriff's Office will provide a thirty (30) day notice of any changes in their capabilities to answer non-emergency office calls which might necessitate Addison taking part or all of the above listed hours.

0-2. DuPage County Sheriff's Office Equipment

DuPage County Sheriff's Office shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at DuPage County Sheriff's Office's cost.

0-3. DuPage County Sheriff's Office Services Fee

- (a) For the period of November 2, 2023 through May 1, 2024, the Service Fee payable by DuPage County Sheriff's Office shall be \$741,349.67 with payment to be made to Addison based on the following schedule:
- Payment for services from November 2, 2023- November 30, 2023 in the amount of \$123,558.28 by November 30, 2023
 - The remainder of the balance, \$617,791.39 to be paid no later than January 31, 2024.

The agreement between Addison and the DuPage County Sheriff's Office will be for a six (6) month period from the initial date (November 2, 2023-May 1, 2024).

0-4: Addendum to Intergovernmental Agreement re Police Department Dispatch Services

A. Notwithstanding anything to the contrary contained in the Intergovernmental Agreement re Police Department Dispatch Services (the IGA), Paragraph 12 of the IGA shall be and is hereby amended in its entirety and shall hereafter be and read as follows:

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the Member Municipality of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services if those disruptions and/or failures are beyond Addison's control. In coordination with the ETSB, the Member Municipalities and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

B. Notwithstanding anything to the contrary contained in the Intergovernmental Agreement re Police Department Dispatch Services (the IGA), Paragraph 16 of the IGA shall be and is hereby amended in its entirety and shall hereafter be and read as follows:

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this agreement, and to the extent allowed by law, each Member Municipality shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, and employees, and hold them harmless from any claim, injury or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by that Member Municipality, or the use of, the misuse of, police dispatch information provide pursuant to this Agreement, except to the extent such is (A) determined to result from the gross negligence or willful misconduct of Addison, its elected officials, attorneys, or employees or (B) the failure of Addison to perform its obligations under this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services beyond Addison's control (Paragraph 12), Addison shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

0-5: Required Notice

If to the Village of Addison:
Village of Addison
ATTN: Village Manager
1 Friendship Plaza
Addison, Illinois 60101
TX: 630-543-4100
FAX: 630-543-5593

If to the DuPage County Sheriff's Office:
DuPage County Sheriff's Office
ATTN: DuPage County Sheriff
501 N. County Farm Road
Wheaton, Illinois 60187
TX: 630-407-2000
FAX: 630-407-2013

0-6: Conflict Between IGA and Revised Exhibit O

In the event of any conflict or inconsistency between the terms and conditions of the INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES ("IGA") and any terms or conditions set forth in this Revised Exhibit O, the terms and conditions set forth in this Revised Exhibit O shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Revised Exhibit O to be signed on the dates set forth below.

VILLAGE OF ADDISON

Richard Veenstra
Mayor

Date: _____

ATTEST:

Lucille Zuccherro
Village Clerk

COUNTY OF DUPAGE

Deborah Conroy
Chair – DuPage County Board

Date: _____

ATTEST:

Jean Kaczmarek
County Clerk