

MUTUAL TERMINATION AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF DOWNERS GROVE

This Mutual Termination Agreement ("Agreement") is dated ("Effective Date" hereof) by and between the County of DuPage, Illinois, a body corporate and politic on its own behalf and on behalf of the Emergency Telephone System Board of DuPage County ("County" and "ETSB") and the Village of Downers Grove, Illinois, a municipal corporation ("Participant").

WHEREAS, County and Participant entered into an Intergovernmental Agreement in August, 2017, ("IGA") related to the procurement and operation of a police records management system ("System"); and

WHEREAS, pursuant to Article VII of the IGA, after April 30, 2024, the IGA renews for successive, annual terms to begin on May 1st of each year unless a party to the IGA provides notice of its intent to terminate the IGA by November 1st of the immediately preceding year; and

WHEREAS, on September 30, 2025, Participant gave timely written notice of termination to the County as required by the IGA and advised it would be pursuing a new police records management system; and

WHEREAS, the IGA will terminate on April 30, 2026 as a result of Participant's timely termination notice ("Termination Date"); and

WHEREAS, Participant, upon termination, is entitled to its agency-generated records at no cost to Participant and the County has provided these records in advance of the Termination Date on October 17, 2025; receipt of which was confirmed by Participant on October 21, 2025; and

WHEREAS, the Participant ceased updating its records in the System on October 1, 2025; "Separation Date"; and

WHEREAS, County and ETSB will not provide any additional information, except for the access currently available and support required to maintain said access to Participant after the Separation Date; and

WHEREAS, County and ETSB will not provide any additional technological transition assistance to Participant after the Separation Date; and

WHEREAS, the County, ETSB, and Participant wish to outline their duties and responsibilities beginning October 1, 2025, through the Termination Date, and agree to the following terms:

1. Notwithstanding the Participant's withdrawal from the PRMS Consortium, the Participant shall remain fully obligated to pay its proportional share of all costs, fees, and expenses associated with the current Police Records Management System contract—including software licensing, maintenance, support staffing, and any related obligations—through the Termination Date. For purposes of calculating this proportional share of costs, Participant's active user count will remain fixed at the number recorded on September 30, 2025.
2. The County has provided a final extract of agency-generated records in the form of database tables, shared electronically and will not provide any additional technological transition assistance after the Separation Date.
3. Participant hereby relinquishes and the County hereby accepts all of Participant's past contributions to the Equipment Replacement Fund established as set forth in Article VI of the IGA as payment for its proportional share of costs through the Termination Date

4. Participant shall retain ownership of all electronic data it provided to the System and shall be responsible for the maintenance, retention, and/or retrieval of the same.
5. All Participant user access will end on May 1, 2026, following the Termination Date. At that time, all Participant records will be subsequently purged from the System.
6. The parties release each other, including their respective officers, employees, directors, agents, and representatives from and against any and all claims, losses, damages, liabilities, demands, costs, and expenses attributable to, or arising out of, the IGA, including but not limited to the System.
7. This Agreement shall be governed and interpreted, and all rights and obligations of the Parties shall be determined, in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. All disputes with respect to this Agreement, which cannot be resolved by good faith negotiation among the Parties, shall be brought and heard in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.
8. This Agreement may be executed in two counterparts. Any Party hereto may execute any such counterpart, all of which, when executed and delivered, shall be deemed to be an original and to which all counterparts, when fully executed by all Parties, taken together shall constitute one agreement.
9. This Agreement states the entire agreement among the Parties hereto regarding the termination of the IGA, and supersedes all prior agreements, commitments, communications, negotiations, offers, representations, statements, and writings pertaining thereto (oral or written).

IN WITNESS WHEREOF, the Parties have executed this Agreement effective this 11th day, February 2026 first above written.

COUNTY OF DU PAGE

By: _____
Deborah Conroy
Chair

EMERGENCY TELEPHONE SYSTEM BOARD
OF DU PAGE COUNTY

By: _____
Greg Schwarze, Chair

WITNESS:

By: _____
Jean Kaczmarek, County Clerk

Date: _____

VILLAGE OF DOWNERS GROVE

By: _____
Robert T. Barnett
Mayor

WITNESS:

By: _____
Rosa Berardi, Village Clerk

Date: _____