

DuPage Emergency Dispatch Interoperable Radio System Access Talk Group Agreement

This Talk Group Access Agreement is between _____, an [Illinois] [not-for profit][business] corporation (Agency), having its principal business address at _____ and the Emergency Telephone System Board of DuPage County ("DUPAGE ETSB"), an Emergency Telephone System Board established pursuant to 50 ILCS 750/*et. seq.*, having its principal business address at 421 N. County Farm Rd., Wheaton, Illinois 60187.

Section 1 - Definitions. [Intentionally Left Blank]

Section 2 – Grant of Access. Pursuant to DUPAGE ETSB Resolution, a copy of which is attached to and incorporated in this Agreement as if fully set forth herein, DUPAGE ETSB authorizes the Agency and only those personnel members whose names it provides to DUPAGE ETSB to access the DuPage Emergency Dispatch Interoperable Radio System ("DEDIRS").

Section 3 – Scope of Use. The Agency shall, at all times, ensure that its personnel utilize its access to DEDIRS in strict conformance with the provisions of this Agreement, its application to DUPAGE ETSB, and such rules and policies as DUPAGE ETSB or its subordinate entities may from time to time establish. The Agency shall not permit its personnel to utilize the Agency's access to DEDIRS in any manner that exceeds this scope of use or in violation of law.

Section 4 – Termination. The Agency may terminate its access to DEDIRS at any time by providing written notice to DUPAGE ETSB. DUPAGE ETSB may terminate the Agency's access to DEDIRS at any time and for any reason with or without written notice.

Section 5 – Indemnification.

(a) The Agency shall, at all times, fully indemnify, hold harmless, and defend DUPAGE ETSB and the County of DuPage 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 DEDIRS by the Agency and its employees, or because of any act or omission, neglect or misconduct of the Agency, 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 Agency's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*). The forgoing obligation of the Agency to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting DUPAGE ETSB or the County 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 Agency shall likewise be liable for the cost, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) The Agency shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts.

(d) Neither DUPAGE ETSB nor the County waives any defense or immunity which may be available to it, including those provided by the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. or by reason of indemnification or insurance.

Section 6 – Duty to Contract for Access, Costs. The Agency shall contract with Motorola Solutions, Inc. for access to its STARCOM21 System on which DEDIRS operates. The Agency shall be solely responsible for all costs associated with its access to DEDIRS. The Agency shall be solely responsible for the acquisition any equipment it requires to access DEDIRS.

Section 7 – 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: 9-1-1 System Coordinator Emergency Telephone System Board of DuPage County 421 N. County Farm Rd. Wheaton, IL 60187	If to the Agency:
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Section 8 – Covenant Not to Sue. In consideration of the DUPAGE ETSB’s grant of access to DEDIRS, the Agency 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 DUPAGE ETSB or the County of DuPage, their board members, 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.

Section 9 – Representations. The Agency 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 Agency represents that the signatory of this Agreement has the authority to bind the Agency to all obligations herein contained.

Section 10 – Survival. The Agency’s obligations under Section 5 and Section 8 shall survive the termination of this Agreement.

Section 11 – Assignment. Neither the Agency 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 DUPAGE ETSB Board.

Title: _____

Date: _____