

MUTUAL TERMINATION AGREEMENT BETWEEN COUNTY OF DUPAGE AND
THE VILLAGE OF ADDISON

This Mutual Termination Agreement ("Agreement") is dated _____ 2024, (the "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 Addison, Illinois, a municipal corporation ("Participant").

WHEREAS, County and Participant entered into an Intergovernmental Agreement on August 7, 2017 ("IGA") related to the procurement of a police records management system (System);

WHEREAS, on October 29, 2021, Participant gave written notice of termination as required by the IGA and advised that they would be pursuing a new police records management system;

WHEREAS, the current IGA automatically renewed on May 1, 2024, for those Participants who did not provide notice of termination;

WHEREAS, Participant has been provided their system data at no cost to Participant and will no longer have access to the System as of July 9, 2024;

WHEREAS, County, ETSB, and Participant wish to outline their duties and responsibilities once Participant's use of the System terminates on July 9, 2024, and agree to the following terms:

1. Participant shall pay \$57,850.36 on or before January 31, 2025, for use of the System prior to July 1, 2024. This amount also includes the FY22 adjustment of \$6,784.86.
2. Participant shall not be required to pay County or ETSB to access and utilize the System between July 1, 2024 and July 8, 2024.
3. County and ETSB agree to provide information and technology assistance to Participant from July 9, 2024 through August 9, 2024, in order to assist Participant in the transition to its new police records management system, including but not limited to assistance with interpreting System data and reports.

4. Participant hereby relinquishes any of its past contributions to the Equipment Replacement Fund established as set forth in Section 6 of the IGA.
5. Participant shall retain ownership of all electronic data it provided to the System.
6. Participant releases the County, its 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, in any way 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 either the Eighteenth Judicial Circuit Court, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division.
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 the day and year first above written.

COUNTY OF DUPAGE

VILLAGE OF ~~OF~~ ADDISON

By: _____
Deborah Conroy
Chair

By: _____
Richard Veenstra
Mayor

Emergency Telephone System Board
Of DuPage County

Witness:

By: _____
Greg Schwarze, Chair

Lucille Zucc^dero, Clerk

Date: 7/15/24

WITNESS:

Jean Kaczmarek, County Clerk

DATE: _____