

SPECIAL PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Brad Lindmark, Chairman
Members: Aaron Booker, Jean
Crosby, Tim Nabors, Angie Goral,
Kevin McCarthy, Chris Scrol

DATE: THURSDAY, SEPTEMBER 28, 2023
TIME: 5:30 PM
LOCATION: CONFERENCE ROOM 815
BEHIND COUNTY BOARD ROOM
COUNTY COURTHOUSE
400 WEST STATE STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 14 and July 19, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding County Towing Service
- F. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
- G. Future Agenda Items
- H. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Conference Room 510
Rockford, IL 61101

Wednesday, June 14, 2023
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Jean Crosby
Kevin McCarthy
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Debbie Jarvis, 17th Circuit's Director of Court Services
Sgt. Phillips, Winnebago County Sheriff's Office

Absent:

Aaron Booker, **Vice Chairperson**
Angie Goral
Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 17, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
- F. Resolution Authorizing Execution of a First Amendment to the Public Safety Sales Tax Agreement by and Between the County of Winnebago, Illinois, 17th Judicial Circuit Court and Remedies Renewing Lives
- G. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements
- H. Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
- I. Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
- J. Future Agenda Items
- K. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:30 PM.

Roll Call

Chairperson Lindmark yes, Ms. Crosby yes, Mr. McCarthy yes, Mr. Scrol yes.

Approval of May 17, 2023 Minutes

Motion: Mr. McCarthy. Second: Ms. Crosby.

Motion passed by unanimous voice vote.

Public Comment

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

Sgt. Phillips read and spoke about the Resolution authorizing the Chairman of the County Board to execute the agreement with the City of Loves Park for dispatch services.

- Discussion followed.

In the Intergovernmental Agreement Regarding Emergency Communications for Fire and EMS Call Dispatching, Page 3., 7.a. Rates and Billing, the word voluntarily versus obligated related to Loves Park paying the County a sum per dispatched call will be clarified. If necessary, this will be amended.

Motion passed by unanimous voice vote.

Resolution Authorizing Execution of a First Amendment to the Public Safety Sales Tax Agreement by and Between the County of Winnebago, Illinois, 17th Judicial Circuit Court and Remedies Renewing Lives

Ms. Jarvis discussed the Resolution authorizing the execution of a first amendment to the Public Safety Sales Tax Agreement.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements

Ms. Jarvis discussed the Resolution authorizing the Chairman of the County Board to execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

Ms. Dokken discussed the Resolution to approve execution of Amendment #2 under ICJIA award #419060 to extend the award through September 2023.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

Ms. Dokken discussed the Resolution to approve execution of Sub-award Agreement #2 under ICJIA award #419060.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

- ICJIA Grant

Adjournment

Meeting to adjourn.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Conference Room 510
Rockford, IL 61101

Wednesday, July 19, 2023
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Jean Crosby
Kevin McCarthy
Tim Nabors
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Rick Ciganek, Winnebago County Sheriff's Office

Absent:

Aaron Booker, **Vice Chairperson**
Angie Goral

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 14, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Execution of an Amendment to the Grant Agreement and Sub-Award Agreements under ICJIA Award # 162204 (Deferred Prosecution Program)
- F. Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Harlem Consolidated School District No. 122 for School Resource Officer Program
- G. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
- H. Future Agenda Items
- I. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:30 PM.

Roll Call

Chairperson Lindmark yes, Ms. Crosby yes, Mr. Scrol yes, Mr. Nabors yes, Mr. McCarthy yes.

Approval of June 14, 2023 Minutes

Motion: Ms. Crosby. Second: Mr. McCarthy.

Motion passed by unanimous voice vote.

Public Comment

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution to Approve Execution of an Amendment to the Grant Agreement and Sub-Award Agreements under ICJIA Award # 162204 (Deferred Prosecution Program)

Motion: Mr. Scrol. Second: Ms. Crosby.

Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Harlem Consolidated School District No. 122 for School Resource Officer Program

Motion: Mr. Nabors. Second: Mr. Scrol.

Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

Chairperson Lindmark laid over the Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services.

Future Agenda Items

None reported.

Adjournment

Chairperson Lindmark called for a motion to adjourn.

Motion and Second made by committee members.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile

Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing Department for Winnebago County Sheriffs Office
Committee Name: Public Safety and Judiciary Committee
Committee Date: September 28, 2023
Board Date: September 28, 2023
Resolution Title: Resolution Awarding County Towing Service

Budget Information

Budgeted? YES	Amount Budgeted? \$225,675
If not, originally budgeted, explain the funding source? n/a	
Over or Under approved amount? n/a	By: \$n/a
ORG/OBJ/Project Codes: 24000-43731 Descriptor: WCSO – Auto Repairs	
Budget Impact? \$ 225,675	

Background Information: The current County Towing Service agreement, with A to Z Towing, will end on September 30, 2023. Purchasing went out for Bid #23B-2304 and received one (1) Bid from Haas Towing. Haas is offering to tow County owned vehicles at no charge, as well as, provide services such as tire changes, lockouts, jump-starts, and gas delivery at no charge for County owned vehicles (provided it occurs within Winnebago County limits). The prices shown on Resolution Exhibit A are for “estimated costs” that appear on documentation provided by Winnebago County Officers to persons in need of Haas Services.

Recommended By: Anthony Miceli, Deputy Chief of Machesney Park

Contract/Agreement Information: The initial Contract award will be for a period of three (3) years. The Contract may be subject to one (1) additional one (1) year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewal is mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract. In no event shall the initial term, plus renewal, exceed four (4) years.

Follow-Up Steps: The County Board Chairman will execute and agreement/contract with Haas Towing, 2433 20th Street, Rockford, Illinois 61104

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: BRAD LINDMARK, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2023 CR

Resolution Awarding County Towing Service

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section; and

WHEREAS, the Winnebago County Purchasing Department went out for Bid #23B-2304 COUNTY TOWING SERVICES and received one (1) Bid from Haas Towing; and,

WHEREAS, Haas Towing is a local company with the means (equipment and staff) to provide the services requested; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Bid Tab, Resolution Exhibit A, for the aforementioned services and recommends awarding the County Towing Service contract as follows:

HAAS TOWING
2433 20TH Street
Rockford, Illinois 61104

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a three (3) year contract agreement with the option for one (1) additional 1-year term for a total not to exceed four (4) years of service with HAAS TOWING, 2433 20TH STREET, ROCKFORD, ILLINOIS 61104.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Sheriff, Superintendent of Corrections, Superintendent of Detention, Director of Purchasing, Finance Director, County Engineer, County Board Office and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

BID TAB

23B-2304 COUNTY TOWING SERVICE - WCSO

BID OPENING SEPTEMBER 11, 2023 - 3:00 P.M.

	VENDOR NAME		VENDOR NAME	
	HAAS TOWING			
	COST PER TOW	MAX RESPONSE TIME	COST PER TOW	MAX RESPONSE TIME
ENTIRE COUNTY	\$150.00	40		
SECTION ONE	\$150.00	30		
SECTION TWO	\$150.00	30		
COUNTY OWNED VEHICLES	\$0.00	N/A		
SECOND VEHICLE (off-road recovery unit)	\$250.00	N/A		
TIRE CHANGES	0	N/A		N/A
LOCKOUTS	0	N/A		N/A
JUMP-STARTS	0	N/A		N/A
GAS DELIVERY	0	N/A		N/A
LIST OF FLEET INCLUDED	YES	N/A	YES or NO	N/A
STORAGE CAPACITY INCLUDED	YES	N/A	YES or NO	N/A
INBOUND CALL PROCESS DESCRIPTION INCLUDED	YES	N/A	YES or NO	N/A



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815)319-4380

Email: Purchasing@purchasing.wincoil.gov Website: <http://www.wincoil.gov>

INVITATION FOR BID	23B-2304	BID ISSUE DATE	August 25, 2023
BID TITLE	COUNTY TOWING SERVICE		
DUE DATE DEADLINE	September 11, 2023	TIME DEADLINE	3:00 P.M.
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	None

TO ALL PROSPECTIVE BIDDERS:

You are invited to submit your Bid for the **COUNTY TOWING SERVICE** for the County of Winnebago. The County of Winnebago is seeking Bidders for towing and wrecking services, primarily for vehicles that are subject to impound by the Sheriffs Department, or for disabled County vehicles. The successful Bidder must be able to provide 24-hour wrecking service, seven days a week.

Bids will be received and timestamped in the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, Rockford, IL 61101 not later than **3:00 P.M.** on **September 11, 2023**. The bids will be publicly opened and read by the Purchasing staff at **3:05 P.M.** at the same location. *Late bids will not be considered.*

There will be **no** Pre-Bid Meeting. Please submit any questions and/or inquires as instructed in the Bid solicitation.

Any communication regarding this Bid, between the date of issue and date of award, is required to go through the Winnebago County Purchasing department in writing or email to purchasing@purchasing.wincoil.gov, referencing the Bid Title and Bid Number.

Sincerely,

Winnebago County Purchasing Department

NAME OF BIDDER	
CONTACT	
TELEPHONE	
EMAIL	

SECTION 1 - BID COVER PAGE

PROJECT NAME	COUNTY TOWING SERVICE – 23B-2304
USER DEPARTMENT	WINNEBAGO COUNTY SHERIFFS OFFICE (WCSO)

BID SCHEDULE OF EVENTS	LOCATION	DATE	TIME (CST)
MANDATORY PRE-BID MEETING & MANDATORY SITE VISIT	NONE		
DEADLINE: FOR BIDDERS TO SUBMIT THEIR QUESTIONS	Submit by email to: purchasing@purchasing.wincoil.gov	8/30/2023	2:00 P.M.
DEADLINE: RESPONSES TO BIDDERS QUESTIONS BY ADDENDUM(S)	County will send via Email and post on the County’s Website	9/1/2023	4:00 P.M.
DEADLINE: BID DUE DATE	Deliver to: Administration Building 404 Elm Street, Room 202 Rockford, Illinois 61101	9/11/2023	3:00 P.M.

The documents constituting component parts of the Bid Solicitation are the following:

√	BID SUBMITTAL CHECKLIST
1.	Submit one (1) Original signed Bid with one (1) copy
2.	Bid Pricing & Schedule
3.	Bid Form
4.	Business References Form
5.	Bid Exception Form
6.	Use of the <u>Bid Return Label</u>
7.	Vendor Registration Form
8.	Suspension/Debarment Certification Form

***** ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED: *****

“COUNTY TOWING SERVICE – 23B-2304”

Information is available from the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois, 61101, (815) 319-4380 or Email: Purchasing@purchasing.wincoil.gov

END OF SECTION 1 - BID COVER PAGE

The documents constituting component parts of the Bid Solicitation are the following:

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REQUIRED FORMS AND COUNTY SECTION MAP END OF DOCUMENT

SECTION 2 – INSTRUCTIONS TO BIDDERS

COMMUNICATIONS: To create a more competitive and unbiased procurement process, the County has a single point of contact throughout the process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or contacts with County personnel concerning this Bid or the evaluation process must be solely with the Purchasing Department.

A violation of this provision is cause for the County to reject the Bidder's submitted Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this Bid. No contact regarding this solicitation with County employees is permitted.

BID INFORMATION AND QUESTIONS: Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid solicitation and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid solicitation, or requires any written addendum thereto, the Bidder must notify the Purchasing Department, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted, in writing, to the Purchasing Department before the **Bidder's Questions Deadline**. All answers will be issued in the form of a written Bid Addendum.

BID SUBMISSION: Bids must be submitted before the date and time indicated as the **Bid Due Date Deadline**. It is each Bidder's responsibility to ensure that the submittal is received and timestamped prior to the **Bid Due Date Deadline**. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted during the normal course of business from 8:00 A.M. to 5:00 P.M. local time, Monday through Friday, except for legal holidays, at the County's Purchasing Department.

Bids arriving after the stated **Bid Due Date and Time Deadline** will not be accepted and shall be returned to the Bidder unopened. The Purchasing Department timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and/or responsible Bidder.

Bidders must sign, in ink, the **Bid Form**, where indicated. Unsigned Bids will not be considered. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County, if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the **Bid Return Label** secured to the lower left-hand corner.

- a. Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Bid solicitation specifications and terms, and the County's Purchasing Ordinance, and that the Bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.
- b. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must also initial corrections in ink.
- c. All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d. Bids are subject to public disclosure after the **Bid Due Date Deadline**, in accordance with State Law under the Freedom of Information Act (FOIA).

CONTRACT AWARD: The County reserves the right to withdraw the Bid solicitation, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities, if it is in the County's interest. The Bidder(s) to whom the award is made will be notified, as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the email address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County may deem the Bidder non-responsive.

ALTERNATE OR EQUAL BIDS: The specifications cannot cover precisely, all minute details of the goods or equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, and etcetera. The County of Winnebago, for cost effective measures, standardizes on specific items; those Bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or an alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding an alternate item, the Bidder must also attach manufacturer's printed specifications and literature.

NON-DISCRIMINATION: The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all Federal, State and local laws and policies that prohibit discrimination in employment contracts.

REJECTION: The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Director of Purchasing or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Purchasing Ordinance which resulted in a termination of a contract or other material sanction.

PROPRIETARY INFORMATION/FOIA: Under the Illinois Freedom of Information Act, all records in the possession of the County are presumed to be open to inspection or copying, unless a specific exception applies. One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1) (g). The County will assume that all information provided in a Bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, submit both an unreacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT NEGOTIATION: All Bids must be firm for at least 120 calendar days from the **Bid Due Date**. If for any reason, a Contract is not executed with the selected Bidder within fourteen days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies and procedures have been fulfilled.

DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

- a. Evidence of collusion among Bidders.
- b. Lack of competency as revealed by financial, experience, or equipment.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work, if awarded.

BIDDER RESPONSIBILITIES: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work/Services and to maintain those capabilities until notification of the fact that their submitted Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work/Services and must maintain those capabilities until the agreement is successfully finished.

COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

PREVAILING WAGE: Prevailing rate of wages as determined by the Illinois Department of Labor may apply to work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online. Contractor must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. The Prevailing Wage Rates may apply to work performed on this contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by their subcontractors.

WITHDRAWAL: Bids may only be withdrawn, by written notice, prior to the **Bid Due Date Deadline**. No Bid may be withdrawn after the **Bid Due Date Deadline**.

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

SECTION 3 – GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO THE INVITATION FOR BID: If it becomes necessary or advisable to revise any part of this Bid or if additional data is necessary to enable the exact interpretation of provisions of this Bid revisions will be provided in the form of an Addendum. *Mandatory Addendums must be acknowledged on the completed Bid Form.*

APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

ASSUMPTION OF RISK: Until the completion and final acceptance by the County of all work under or implied by the Contract, the work shall be under the Contractor's care and charge and Contractor shall be responsible, therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

CHANGES: The County of Winnebago reserves the right to make any desired change in the specifications after the Contract is awarded; if changes are made, the price added or deducted from the contract price, shall be agreed to in advance, between County of Winnebago and the successful Contractor.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY: It is agreed that all specifications, drawings, or data furnished by County of Winnebago shall (1) remain the County's sole and exclusive property; (2) be considered and treated by Contractor as County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE: The Instructions to Bidders, General Conditions, Special Conditions, Scope of Work/Services, Insurance Requirements, Exception Form, Bid Form, Exhibits and any other Forms related to this Bid, together with the issued County Purchase Order shall be incorporated in and become terms of the Contract. All items or services shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

DISCIPLINE: Nothing is construed to imply that the County is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the compliance with all safety guidelines.

DISPUTES: In case of disputes, if an item or service delivered does not meet specifications, the decision of the Director of Purchasing, or authorized representative shall be final and binding to all parties.

DRUG FREE WORKPLACE: The Contractor (whether an individual or company) agrees to provide a Drug Free Workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS AND ADVERTISEMENT: Contractor shall not use the name, seal or images of County of Winnebago in any form of endorsement to any third-party without the County's written permission. The Bidder shall not place or maintain any posters, signs, or other advertisements in or about the work location, except by prior written County approval.

FORCE MAJEURE: The County of Winnebago shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, etcetera.

FUEL SURCHARGE: The County of Winnebago does NOT accept, nor pay any fuel surcharges.

HOLDING OF BIDS: Bidder may withdraw their Bid at any time prior to the time specified as the closing time for the receipt of Bids. However, no Bidder shall withdraw or cancel the Bid for a period of ninety (90) calendar days after said closing time for the receipt of Bids or additional days if stated in the solicitation.

INDEMNITY and HOLD HARMLESS: The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, elected officials, 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 the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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 Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, elected officials, 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 Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

LAW GOVERNING and VENUE: The Bid and resulting Contract shall be governed by the Laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws. Bidder agrees that venue for all disputes arising out of the Bid process, including but not limited, to judicial review of any protest decision, will be exclusively in the Circuit Court for the Seventeenth Judicial Circuit in Winnebago County, Illinois and that Illinois Law will control.

LIABILITY OF CONTRACTOR: The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to the County for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

LIENS, CLAIMS, AND ENCUMBRANCES: Contractor warrants and represents that all the goods, equipment and materials ordered are free and clear of all liens, claims, or encumbrances of any kind.

WORDS AND FIGURES: Where amounts are given in both words and figures, the word shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price, in the case of a discrepancy in the calculations.

NON-COLLUSION: The Bidder, by its officers, agents or representatives present at the time of filing this Bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders, or with any public officer of the County of Winnebago, Illinois, whereby, the Bidder has paid or is to pay to such Bidder or public officer any sum of money or, anything of value. The Bidder, by its officers, agents or representative present at the time of filing this Bid, further say that neither they nor any of them have directly or indirectly entered into any arrangement or agreement with any other Bidder or Bidders whereby, inducement of any form or character other than that which appears upon the face of the Bid, was or will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said Bid or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this Bid.

TRANSFER OF OWNERSHIP OR ASSIGNMENT: The terms and conditions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of Winnebago must be notified and approve the same in writing.

PAYMENT: Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order and/or Contract Agreement, including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work are subject to the Illinois Prevailing Wage Act (820 ILCS 130/).

SUBCONTRACTORS: *There will be no subcontracting unless approved by WCSO. No affiliation with any type of group towing will be allowed. WCSO may allow a subcontractor in certain situations, such as, for towing only. No subcontracting for vehicle storage for non-impound storage situations.*

PROTEST: Any actual or prospective Bidder, Offeror, or Contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, Bid Due Date or award, by mail or have served, a letter of protest to the Purchasing Department. The Director of Purchasing, or designee, must submit a response in writing to the protesting entity, within the timeframe established in the County's Purchasing Ordinance.

TAX: The County of Winnebago does not pay Federal Excise Tax or Illinois Sales Tax. The County's Tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

RESERVATION OF RIGHTS: The County of Winnebago reserves the right to reject any or all Bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest Bid is not the most responsible Bid, the right is reserved to make awards as considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the Bid may result in the disqualification of their Bid from further consideration.

The County further reserves the right to reject all Bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new or revised Bid.

Submission of a Bid confers no rights on the Bidder to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

The County of Winnebago reserves the right to award to more than one Bidder, if it deems it is in the best interest to do so.

WAIVER OF IRREGULARITIES: The County of Winnebago may, at its sole and absolute discretion, reject any and all, or parts of any and all, Bids, re-advertise this Bid, postpone or cancel, at any time, this Bid process, or waive any irregularities in this Bid or in the Bid responses received as a result of this Bid.

WARRANTY: Complete warranty information detailing period and coverage must be submitted to the County prior to final payment.

END OF SECTION 3 - GENERAL CONDITIONS

SECTION 4 – SPECIAL CONDITIONS

ACCURACY DISCLAIMER: The Bidder shall thoroughly acquaint himself with the sites for the proposed Bid to fully understand the facilities, difficulties and restrictions attending to the execution of the Bid. The Bidder will be allowed no additional compensation for his failure to be so informed.

ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title of interest therein or its power to execute the Contract to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

CANCELLATION: The County reserves the right to cancel the whole or any part of this Contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice due to failure by the Contractor to carry out any obligation, term or condition of the Contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. Contractor provides material that does not meet specifications of the Contract.
- b. The Contractor fails to adequately perform the services set forth in the Contract.
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated.
- d. The Contractor fails to progress in the performance of the Contract and/or gives the County reason to believe the Contractor will not or cannot perform the requirements.
- e. Upon receipt of the written **Notice of Concern**, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:
 1. Cancel the Contract.
 2. Reserve all rights or claims of damage for breach or any covenants of the Contract.
 3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

PERMITS, FEES, AND NOTICES: The awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspections (except for lead-based paint inspections and clearances) necessary for the proper execution and completion of the work, which are legally required, file all notices, and comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

REGULATIONS AND CODE REQUIREMENTS: All work shall conform to the requirements of the latest editions of the State Codes, Statutes and Regulations. In addition, all work shall be in accordance with requirements of Federal, State and Local Governmental codes and regulations of the Authorities having jurisdiction over this work.

ADDENDUM AND SUPPLEMENT TO THE BID: If it becomes necessary or advisable to revise any part of this Bid, or if additional data is necessary to enable the exact interpretation of provisions of this Bid, revisions will be provided in the form of an Addendum. If revisions are made after any *mandatory Pre-Bid Meeting*, the revisions will be provided only to those Bidders who will have attended the *mandatory meeting*.

SIGNATURE OF BIDS: The signature on Bid documents shall be that of an authorized representative of the Bidder. An officer or agent of the offering Bidder who is empowered to bind the Bidder in a Contract shall sign the Bid documents.

Each Bidder, by making and signing their Bid, represents that he/she has read and understands all the Bid documents. **Any Bid not containing said signed documents shall be non-conforming and shall be rejected.** In the event that any addenda to this Bid are issued, a public posting a minimum of seven (7) days will be adhered to, and could result in a revised date for the **Bid Due Date Deadline**.

Addendum information is available at the County's website [Purchasing Department \(wincoil.gov\)](http://wincoil.gov), it is strongly advised that Bidders check for any addenda a minimum of forty-eight hours (48), in advance of the **Bid Due Date**.

BID FORM: The Bidder, by signing the **Bid Form**, acknowledges and agrees to abide by the terms and conditions of this entire Bid solicitation.

INQUIRIES AND QUESTIONS: Any questions and/or inquires may be directed, no later than the date provided in the Bid, or the latest Addendum. The individual listed below shall be the single point of contact for this Bid. Unless otherwise directed, do not discuss this Bid, directly or indirectly, with any County employee other than the Bid contact. Only information provided in writing by the Purchasing Department shall be binding on the County.

Bid Contact: Purchasing Department: 815-319-4380
Email: purchasing@purchasing.wincoil.gov

CHANGES IN WORK: The County reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the County shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the County and Contractor by means of a Change Order.

A Change Order for work is not necessary, and Contractor shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the work was made necessary as a result of an error or omission of the Contractor or any subcontractor. Contractor shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the County was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.

SUSPENSION: The County, at any time, by written notice to the Contractor may require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Contractor and approved by the County, the County will pay for the necessary and reasonable costs associated with that work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the work by the County.

END OF SECTION 4 - SPECIAL CONDITIONS

SECTION 5 – INSURANCE REQUIREMENTS

The awarded Contractor or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of award of Bid, the successful Bidder shall, within fifteen (15) calendar of said notice, furnish to the Winnebago County Purchasing Department a Certificate of Insurance (COI) and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. All required insurance shall be maintained by the Contractor in full force and effect during the life of the Contract, and until all work has been approved and accepted by the County. The Bidder is responsible for all insurance deductible and Self-Insured Retentions.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1	Workers Compensation	Statutory
2	Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	 \$1,000,000 \$1,000,000 \$1,000,000
3	Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	 \$1,000,000 \$2,000,000 \$2,000,000 \$2,000,000
4	Business Auto Liability	\$1,000,000
5	General Umbrella Excess Liability	\$5,000,000
6	Garage Liability	\$1,000,000

If any policy or coverage is written as "claims made" then coverage must be maintained for four (4) years **after** project completion.

At all times during the term of the contract, the Bidder and its independent Contractors shall maintain, at their sole expense, insurance coverage for the Bidder, its employees, officers and independent Contractors, as follows:

- It is the responsibility of Bidder to provide a copy of this Bid to their insurance provider.
- It may also be required that the Bidder's insurer and coverage be approved by Winnebago County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The **County of Winnebago shall be named as additionally insured** on all Certificates of insurance. Insurance certificates shall also reference project name and Bid Number. The Certificates with all required endorsements should be emailed to: purchasing@purchasing.wincoil.gov

CHANGES IN OR TERMINATION OF INSURANCE COVERAGE: The insurance carrier of the insured is required to notify the County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, the County shall notify the Bidder of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Bidder of its obligation to provide indemnification.

CHOICE OF LEGAL COUNSEL: The Bidder shall provide coverage as provided in the Contract and retains the right to choose legal counsel subject to the approval of the County, and appointment by the State's Attorney Office.

END OF SECTION 5 - INSURANCE REQUIREMENTS

SECTION 6 – ADDITIONAL WORK REQUIREMENTS

JOB SITE DAILY CLEANUP: Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

EQUIPMENT AND MATERIALS STAGING: Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the County. All staging locations for equipment and materials must be pre-approved by the County. Contractor is responsible for the security of their own materials, tools and equipment at the site, and the County shall not be liable for any loss or damage that may occur thereto.

Contractor shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the County.

VEHICLES AND EQUIPMENT: The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The County shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the County has obtained signed right-of-entry release forms for the required work.

SAFETY OF PERSONS: Contractor shall be solely and completely in charge of, and responsible for maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Contractor shall comply with all applicable Federal, State, and Local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Contractor shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY: Contractor shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor will be required, without cost to the County, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to County and private property and adjoining properties. Contractor will take sufficient precautions and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the County, the County reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor.

REPAIR OF DAMAGE: Upon termination of the Contract, or upon completion of the work, Contractor shall repair or replace, at no expense to the County, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other County property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

INTERPRETATION OF WORK: The County shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The County shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The County hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract.

END OF SECTION 6 – ADDITIONAL WORK REQUIREMENTS

SECTION 7 – BID SPECIFICATIONS

INTENT

The County is seeking Bids for towing and wrecking services, primarily for vehicles that are subject to impound by the Sherrifs Department or for County vehicles, on an “as required” basis.

The County hereby offers the option to Bid on the entire County or to Bid on either section per the County Section Map. Attached as the last page of the solicitation is the **County Section Map** that divides the County into two sections.

The County required towing of approximately 1450 vehicles in 2022; 1389 to impound and approximately 70 County vehicles. These figures are provided to give the Bidder a general idea of the County’s volume and is not a guarantee of future demand.

Bidder must have available at all times, ample units, to accommodate the County’s requirements. Flat beds as well as tow trucks are required.

TRUCK REQUIREMENTS

1. All trucks must comply with all Federal Motor Carriers Safety Regulations.
2. The wrecker hoist must be mounted on truck with a one (1) ton capacity or larger. The successful Bidder must be capable of rendering service without unnecessary delays.
3. Wreckers used for picking up vehicles shall be equipped with a spacer bar attached from the wrecker using a car guard, towing sling or similar protective device, and a wheel lift.
4. There shall be mounted, on the top of the wrecker, an amber emergency-type lighting system that includes strobe or oscillating lights.
5. The wrecker must be equipped with a power winch that operates the hoist and includes sufficient wire cable of a least $\frac{3}{8}$ " in diameter to make a pull of at least 150 feet.
6. Each wrecker must be equipped with a steering wheel clamp or device to lock the steering on the disabled vehicles.
7. Additional flat-bed requirement minimums are:
 - a. 14,500 GUWR or greater
 - b. 8,000 pound winch capacity
 - c. 8,000 pound bed capacity
 - d. 50 feet of $\frac{3}{8}$ " cable

The flatbed unit must have the capability of loading a vehicle with a minimal amount of structural change to the vehicle and have a means of covering said vehicle completely to preserve evidence related to vehicle while transporting.

8. Towing vehicles must be equipped with a broom, shovel, five gallon capacity trash can, five gallon capacity oil dry, cable cutters, snatch block, pry bar and light bar.
9. Bidders shall submit one price. All other incidentals and optional anticipated and unanticipated services shall be figured into the price Bid. This includes, but is not restricted to, use of dollies, use of a winch, unlocking of vehicles, disconnection of drive shafts, and recovering vehicles partially or completely

submerged in water, etc. **NO ADDITIONAL CHARGES to the agreed to Bid price will be allowed when billing for services.**

Any drivetrain or other equipment disconnected to allow towing will be reconnected once said vehicle is parked at an impound facility. If it is necessary for the County Department to call to have a drivetrain or other equipment reconnected, *this will be done by the towing Contractor at no charge to the Department or the person claiming the vehicle.*

10. In some cases, the County will require towing of trucks, campers, etc. Contractor will need to be able to promptly accommodate the towing of these vehicles safely and in compliance with all applicable laws.

Because of the nature of accidents in rural areas, off-road equipment may be needed to access areas such as fields, wooded areas, and creeks. Examples of equipment include Bobcat, tractors or 4X4 recovery unit. Chainsaws, fence/wire cutters, and extra wire rope also need to be available.

If a towing situation requires a second vehicle that is of an off-road recovery unit type, Bidder should include the rate (if any) for the second vehicle (off-road recovery unit) on the BID FORM. This cannot be a second wrecker.

11. As it is reasonably practical, the wrecker must be maintained in good appearance.

DRIVER QUALIFICATIONS

Successful Bidder must have adequate personnel on a continuous 24-hour basis, trained and skilled in the equipment and techniques of proper towing work.

1. Full compliance with all Federal Motor Carrier Regulations including, but not limited to:
 - a. Proper Driver's License Classification
 - b. Driver's Medical Card
 - c. Background Check
 - d. Training/Certification classes completed
2. All drivers must wear company-issued uniforms that clearly state company name.
3. Company shall have available qualified equipment operators to operate any and all of its tow trucks at all times.

Bidder must be in compliance with all **Illinois Commercial Safety Towing Law** (625 ILCS 5/18d-101 et seq.). The Safety Towing Law regulates all damaged or disabled vehicle relocations conducted in Winnebago, Cook, DuPage, Kane and Will counties. The Law applies to all Illinois Safety Relocators, regardless of where their base of operation is located; if a damaged or disabled vehicle, relocation is performed in the five regulated counties.

A criminal background check may be performed on company owners and their employees and it will be the sole decision of the Winnebago County Sherrifs Department to determine the acceptability of the background check.

The Bidder's operations, facility, and equipment may be inspected and approved by County personnel.

If the successful Bidder(s) has conducted business with the County in the past, a review of any inquiries relating to business practices may also be conducted.

The successful Bidder must be able to provide 24-hour wrecking service, seven days a week. Bidder must have direct contact by telephone, and be capable of receiving dispatch calls from the 9-1-1-Dispatch Center. In addition, direct communication must be possible 24 hours per day, seven days a week. No answering service is allowed. The County would prefer that the Bidder have a cellular phone with the driver at all times.

No affiliation with any type of group towing will be allowed. There will be no subcontracting unless approved by WCSO and would be limited to towing only.

The successful Bidder's response time to each request for towing service by the Sherrifs Department is preferably to arrive at the desired location within thirty (30) minutes or less of the request unless otherwise directed. **The Bidder will be required to list response time on the Bid Form.**

COUNTY OWNED VEHICLES

There are approximately seventy (70) incidents per year that require towing or tire changes of County owned vehicles. It is the County's preference to have these vehicles towed or tires changed at no charge. Depending upon the vehicle(s) involved, these types of tows will be taken to the Winnebago County Sherrifs Office at 650 West State Street, Rockford IL 61102, a County owned facility, or to an auto repair shop located within the County, as instructed by County staff.

OPTIONAL SERVICES

At times, there are needs for the following optional services. Include the cost for each optional service in your rates under the Bidder's Bid Criteria Section of the BID FORM.

1. Tire changes
2. Lockouts
3. Jump-starts
4. Gas delivery rate (plus cost of gas)

NON-COUNTY OWNED VEHICLES

All towed vehicles, with the exception of the County-owned vehicles, will be towed to an impound facility located within the County.

UNCLAIMED VEHICLES

Abandoned vehicles located on private property must be picked up immediately after the successful Bidder is contacted by the WCSO. Disposition of unclaimed vehicles shall be made pursuant to 625 ILCS 5/4-201 through 4-214 of the Illinois Vehicle Code and the Contractor shall maintain all appropriate records as specified by these statutes. The Contractor shall provide the WCSO with an inventory and status report of all police related towed vehicles still in the custody of the Contractor at the end of each month on or before the tenth day of the following month.

REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which the Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), the Contractor shall remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, 415 ILCS 5/3.215, hazardous waste as defined in Section 3.220 of the Environmental Protection Act, 415 ILCS 5/3.220, and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act, 415 ILCS 5/3.360, dropped upon the highway and shall cover any oil, antifreeze, grease deposits, etc. as necessary.

STORAGE REQUIREMENTS

In certain accident related investigations, (past averages have been 6 to 12 per year) the towed vehicle must be stored at the towing company's location, in a secure environment. Based on Court Orders, this type of storage situation may require many months of secure storage. The County does have the occasional commercial (could be 18 wheel) vehicle that must be towed and stored for evidence and inspection. Any and all storage fees must be billed to the vehicle owner and/or their insurance provider. The County will not be held responsible for any fees or costs.

Bidders must have the capability for vehicles storage for emergency overflow. Bidders must provide details in regards to their storage location size, security and hours of operation. The successful Bidder must operate

and maintain its storage facility in accordance with all applicable zoning requirements, local, State and Federal laws, Winnebago County Health Department regulations and all County of Winnebago Ordinances.

CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS

The initial Contract award will be for a period of three (3) years. The Contract may be subject to one (1) additional one (1) year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewal is mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract. In no event shall the initial term, plus renewal, exceed four (4) years.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revise agreement document setting forth the requested changes. Failure by Contractor to object, in writing, to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon both parties, effective on the date of issuance.

In the event of unusual events, such as storms or significant public safety emergencies, which may overwhelm a single towing service provider, the County retains the right to include the use of other towing Contractors to supplement the capacity of the winning Bidder.

The successful Bidder will issue a monthly invoice with detailed documentation for all towing services provided during that particular month. In the event of oversized vehicles, such as an RV, any additional charges must be approved prior to invoice, or if possible, prior to services performed.

Once the proposal is awarded, operational procedures will be set-up with the Sherrifs Department.

END OF SECTION 7 – BID SPECIFICATIONS

SECTION 8 - BID PRICING & SCHEDULE

TOWING RATES

Entire County: \$ _____ per tow Maximum Response Time: _____

Section One: \$ _____ per tow Maximum Response Time: _____

Section Two: \$ _____ per tow Maximum Response Time: _____

County Owned Vehicles: \$ _____ per tow

Second Vehicle (off road recovery unit – only (not a second wrecker)) \$ _____ per tow

OPTIONAL SERVICES

1. Tire changes \$ _____

2. Lockouts \$ _____

3. Jump-starts \$ _____

4. Gas delivery \$ _____ (plus cost of gas)

INCLUDE THE FOLLOWING ON SEPARATE PAGES AS PART OF YOUR SUBMITTED BID.

1. LIST OF FLEET INCLUDING, QUANTITY, DESCRIPTION, LEGAL WEIGHT LIMIT
2. STORAGE CAPACITY
3. PLEASE PROVIDE A DESCRIPTION ON HOW YOUR OPERATION IS SET-UP TO RECEIVE CALLS

SIGNATURE _____

PRINT/TYPE NAME _____

CONTACT PERSON _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

EMAIL _____

END OF SECTION 8 - BID PRICING & SCHEDULE

SECTION 9 - BID FORM

Full Name of Bidder			
Contact Person			
Business Address			
City, State, ZIP			
Telephone		FEIN	
Email			

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he is:

- Owner/Sole Proprietor
 Member of Partnership
 Officer of the Corporation
 Member of the Joint Venture

Further, the undersigned, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; and that he/she has fully examined the proposed forms of agreement and the Bid specifications for the above designated purchase, all of which are on file in the Winnebago County Purchasing Department, 404 Elm St., Room 202, Rockford, Illinois 61101 and all other documents referred to or mentioned in the Bid documents, specifications exhibits, or Addenda.

ACKNOWLEDGEMENT of SOLICITATION ADDENDUM

Contractor acknowledges that it incorporates the following Addenda in its Bid.

Addendum #	Date	Addendum #	Date	Addendum #	Date

BIDDER'S SIGNATURE

By signing and submitting these Bid documents, the undersigned certifies that they are legally authorized to represent and bind Bidder to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Purchasing Department's website [Purchasing Department \(wincoil.gov\)](http://wincoil.gov) for addenda and has incorporated all such addenda to its Bid, that Bidder is qualified and willing to provide the items requested, and that Bidder will comply with all requirements of the Bid solicitation.

The Fee/Rate/Price includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the Bid solicitation requirements may be deemed not 'responsive' and the County may not evaluate them.

Bidder's submission of a signed **Bid Form** shall constitute a firm offer and upon the issuance of an Agreement issued by the County Director of Purchasing or authorized designee will form a binding agreement that will require Bidder to provide the services described in this Bid solicitation.

Further, the Contractor undersigned on behalf of the Bidder proposes and agrees, if this Bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the solicitation in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bid and in accordance with any applicable partnership agreement or corporate by-laws, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid rotating. The undersigned declares that he/she has examined and carefully prepared this Bid and has checked the same in detail before submitting this Bid, and that the statements contained herein are true and correct.

Further, the undersigned on behalf of the Contractor certifies that the Bidder has provided equipment; supplies or services comparable to the items specified in this Bid to the parties listed in the Reference Section and authorizes the County to verify references of business and credit at its option. Finally, the undersigned on behalf of the Bidder, if awarded the contract, agrees to do all other things required by the Contract documents, and that Bidder will take in full payment therefore the sums set forth in the bidding schedule.

Moreover, the Bidder agrees to hold this offer open for a period of one hundred and twenty (120) days from the deadline for receipt of Bids.

A 10% Bid Bond or Cashier's check made payable to the County of Winnebago MUST accompany your sealed bid or it will be rejected. Money Orders or Company checks will not be accepted. The unsuccessful bidder's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful bidder will be returned after being replaced with their Performance Bond.

Bidder understands and agrees to be bound by the conditions contained in this Bid and shall conform to all the requirements outlined herein.

Signature of Bidder authorizes the County of Winnebago to verify business references.

SIGNATURE _____

NAME AND TITLE OF SIGNER _____

BUSINESS NAME _____

DATED THIS _____ **DAY OF** _____ **2023**

END OF SECTION 9 - BID FORM

SECTION 10 - BUSINESS REFERENCES FORM

The Bidder must list references for the last three (3) completed projects, listing company, name, address, contact person, telephone number and the date of completion.

If Bidder is a new business, provide references that will enable the County to determine if Bidder is responsible.

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

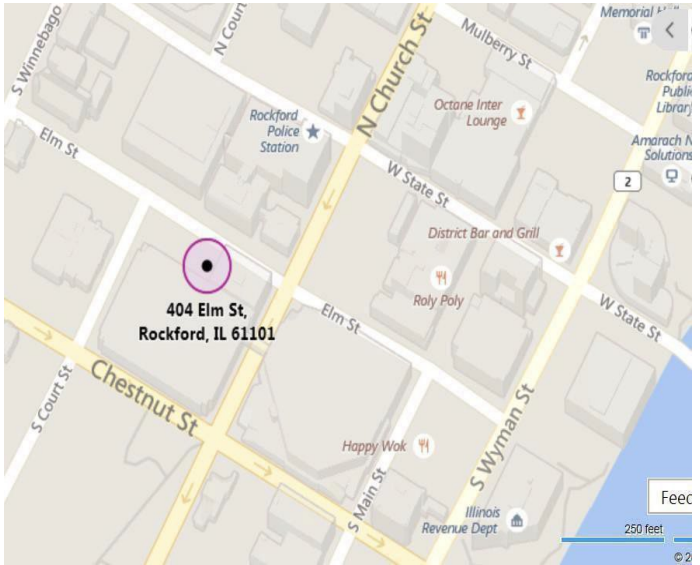
END OF SECTION 10 - BUSINESS REFERENCE FORM

SECTION 12 - BID RETURN LABEL

The County of Winnebago will receive sealed Bids at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, RM 202
ROCKFORD, IL 61101**

All Bids must be enclosed in sealed envelopes marked as follows:



“COUNTY TOWING SERVICE – 23B-2304”

BID SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE THE FOLLOWING LABEL



BID # 23B-2304	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET RM 202 ROCKFORD, IL 61101
BID NAME: COUNTY TOWING SERVICE	
BID DUE DATE/TIME: September 11, 2023 at 3:00 P.M.	

END OF SECTION 12 – BID RETURN LABEL



WINNEBAGO COUNTY

ILLINOIS

VENDOR REGISTRATION FORM

Vendor (or Individual) Legal Name: _____

DBA/Alternative Vendor Name: _____

ADDRESS(ES)		
	Physical	Remittance, if different from physical
Street 1		
Street 2		
City		
State		
ZIP		
CONTACT(S)		
	Sales Representative	Accounts Receivable
Name		
Phone		
Email		
Web Address		
GENERAL INFORMATION		
Scope of work to be performed or provided: <input type="checkbox"/> Services and/or <input type="checkbox"/> Goods <input type="checkbox"/> Other _____		If Services: <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Rent/Landlord <input type="checkbox"/> Other _____ Do you have a current contract <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Winnebago County Employee: <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes: <input type="checkbox"/> Current or <input type="checkbox"/> Former Dept. _____		
COUNTY Department/Person requesting your service or goods: _____		
CLASSIFICATION(S)		
If applicable, check those boxes that apply: <i>(All Certifications must be included with this completed form)</i>		
<input type="checkbox"/> Minority-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
<input type="checkbox"/> Woman-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
<input type="checkbox"/> Veteran-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
SIGNATURE		
<i>You affirm the above information is true and correct. Electronic signatures will not be accepted.</i>		
Authorized Signature: _____		Date Signed: _____
OFFICE USE ONLY		
Approved by: _____		Assigned Vendor Number: _____
Verification Completed: <input type="checkbox"/> Sam.gov <input type="checkbox"/> OFAC <input type="checkbox"/> IRS TIN Match <input type="checkbox"/> W-9 Uploaded		Date Entered: _____



WINNEBAGO COUNTY

ILLINOIS

SUSPENSION/DEBARMENT CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting response to this solicitation and signing this form, the Bidder/Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental entity, department or agency;
2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the signing of this certificate had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder/Proposer is unable to certify to any of the statements in this certification, Bidder/Proposer shall attach an explanation to this certification.

I. Vendor Name: _____

Address: _____

City: _____ ZIP: _____

Telephone: _____ Email Address: _____

Authorized Signature: _____

(Print) Name: _____ Title of Official: _____

Signature Date: _____

Purchasing Department | 404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov

Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: September 28, 2023
Board Meeting Date: September 28, 2023
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Descriptor: County 911 Center for Professional Services

Background Information: The Sheriff’s Office and the Loves Park Fire Department are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Loves Park Fire Department. Transitioning to the state-of-the-art County 911 center, will mark a significant step towards enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

Recommendation: Approve the agreement. The Loves Park Fire Department will pay the county \$15 dollars per fire dispatch generating approx. \$63,000 per year in revenue.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved the contract.

Follow-Up: n/a

SPONSORED BY: BRAD LINDMARK

RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

2023CR_____

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH
THE CITY OF LOVES PARK FOR DISPATCH SERVICES

WHEREAS, Section VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

WHEREAS, the County of Winnebago (“County”) operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, the City of Loves Park (“City”) provides emergency fire and medical services; and

WHEREAS, the City and County have determined it would be in their best interests for the City to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within the City, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement with the City, attached hereto as Exhibit A, and recommends contracting with the City under the terms set forth in the Intergovernmental Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement with the City of Loves Park, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Finance Director, and Winnebago County Sheriff.

Respectfully submitted,

**PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2023.

Joseph Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT REGARDING
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 (“Effective Date”), by and between the County of Winnebago, Illinois, an Illinois Body Politic on behalf of the Winnebago County Sheriff’s Office (“County”) and City of Loves Park, Illinois, an Illinois Municipal Corporation on behalf of the Loves Park Fire Department, a department thereof (“Loves Park”). The County and Loves Park are also collectively referred to as the “Parties” or individually as a “Party.”

WITNESSTH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the County and Loves Park are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, Loves Park provides emergency fire and medical services; and

WHEREAS, it has been determined by the corporate authorities of Loves Park and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services within the City of Loves Park on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services
 - a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Loves Park Fire Department, PSAP shall answer those calls and

provide dispatch services twenty-four (24) hours a day each day of the year. Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Loves Park on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Loves Park's response to dispatches initiated by the PSAP.
- c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.

2. Ownership and Responsibility for Equipment

- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Loves Park as necessary to complete the dispatching process.
- b. Personnel. The County shall provide at its own expense the staff necessary to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.

3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Loves Park hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Loves Park hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Loves Park for purposes of this Agreement and shall provide the County with a letter on Loves Park letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.

4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with Loves Park Policies and Procedures. County shall comply with all Loves Park's written policies and procedures relating to the services provided herein. Loves Park shall provide to County its Policy and Procedures/response criteria (SOG manual).

6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Loves Park of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.

7. Rates and Billing

a. Loves Park will pay to County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Loves Park acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by the City of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services within the City nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services within the City without such contribution.

b. The County shall send bills monthly to Loves Park at the following address:

Loves Park Fire Department
400 Grand Avenue
Loves Park, IL 61111
Attn: Chief of Department

c. Loves Park shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago
404 Elm Street
Rockford, IL 61101

Attn: Finance Department

8. Term and Termination.

- a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.
- b. Termination. This Agreement may be terminated as follows:
 - i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;
 - ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
 - iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or
 - iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

9. Compliance with Law. The parties hereto shall comply with all applicable state and federal laws, rules, and regulations.

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and Loves Park.
- b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

If to County: Winnebago County Sheriff's Office
650 W. State Street
Rockford, IL 61102
Attn: Sheriff

Copy to: Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101
Attn: Chief of Civil Bureau

If to Loves Park: Loves Park Fire Department
400 Grand Avenue
Loves Park, IL 61111
Attn: Chief of Department

Copy to: Allen Galluzzo Hevrin Leake, LLC
839 N. Perryville Road, Suite 200
Rockford, IL 61107
Attn: Attorney Gino Galluzzo

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

COUNTY OF WINNEBAGO, ILLINOIS
 a Illinois body politic and corporate

 Joseph V. Chiarelli
 Chairman of the County Board of the
 County of Winnebago, Illinois

Date: _____

ATTEST:

 Lori Gummow
 Clerk of the County Board of the
 County of Winnebago, Illinois

Date: _____

CITY OF LOVES PARK, an Illinois municipal
 corporation

 Gregory R. Jury
 Mayor

Date: _____

ATTEST:

 Robert J. Burden
 City Clerk

Date: _____

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to Loves Park Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY LOVES PARK

1. _____
2. _____
3. _____
4. _____

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.