

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: Jaime Salgado, Paul Arena,
Dorothy Redd, Joe Hoffman, John
Butitta, Jean Crosby

DATE: TUESDAY, SEPTEMBER 1, 2020
TIME: 5:30 PM
LOCATION: VIRTUAL MEETING - ZOOM
(WINNEBAGO COUNTY YOUTUBE
LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 6, June 18 and July 2, 2020 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative 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 Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board
- F. Resolution Authorizing Fire Alarm Signal Monitoring and Lease Services Agreement
- G. Other Matters
- H. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Monday, April 6, 2020
5:30 PM

Present:

Keith McDonald, **Chairman**
Jean Crosby
Jaime Salgado
Joe Hoffman
Dorothy Redd
John Butitta
Paul Arena

Others Present:

Steve Chapman, Interim County Administrator
Dave Kurlinkus, Deputy State's Attorney
Bill Emmert, Assistant State's Attorney
Gus Gentner, IT Department
Shawn Franks, Facilities
Angie Goral, County Board Member
Dave Tassoni, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 20, 2020 Minutes
- D. Public Comment
- E. Fire Alarm Notification Panel and Device Replacement – Juvenile Detention Center
- F. Resolution to Temporarily Authorize the Outdoor Sale and Delivery of Alcoholic Liquor
- G. Other Matters
- H. Adjournment

Chairman McDonald called the meeting to order at 5:30 PM.

Motion to approve the Minutes of February 20, 2020

Moved: Ms. Crosby, Seconded: Mr. Hoffman.
Motion passed by unanimous voice vote.

Public Comment

Chairman McDonald omitted reading the Public Comment section of the Agenda due to no one present to speak.

Fire Alarm Notification Panel and Device Replacement – Juvenile Detention Center

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution to Temporarily Authorize the Outdoor Sale and Delivery of Alcoholic Liquor

Motion by Mr. McDonald and Seconded by Ms. Crosby.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

- Mr. Butitta asked for an update from Prairie Forge regarding their project with the Public Safety Building.
- Mr. Salgado asked for an update of the sale of delinquent tax with regards to the recent article in the Rockford Register Star.

Motion to Adjourn. Moved by Ms. Crosby and Seconded by Mr. Salgado and Mr. Butitta. Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

Winnebago County Board
Operations and Administrative Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Thursday, June 18, 2020
5:30 PM

Present:

Keith McDonald, **Chairman**
Jean Crosby
Jaime Salgado
Joe Hoffman
Dorothy Redd
John Butitta
Paul Arena

Others Present:

Steve Chapman, Interim County Administrator
Dave Kurlinkus, Deputy State's Attorney
Marilyn Hite Ross, State's Attorney
Ann Johns, Purchasing Director
Gus Gentner, IT Department
Dave Kelley, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 25, March 5, and April 6, 2020 Minutes
- D. Public Comment
- E. Resolution to Appoint Precinct Election Judges
- F. Resolution Awarding Quotes for Bulk National Gas Supply
- G. Resolution Awarding Cyber Security: Winnebago County Metropolitan Area Network Replacement of Obsolete Firewalls
- H. Resolution Amending Organizational Structure of the County Board of the County of Winnebago
- I. Other Matters
- J. Adjournment

Chairman McDonald called the meeting to order at 5:30 PM.

Public Comment

Chairman McDonald omitted reading the Public Comment section of the Agenda due to no one present to speak.

Motion to approve the minutes of February 25, March 5, and April 6, 2020

Moved: Ms. Crosby, Seconded: Mr. Salgado.

Mr. McDonald made a Motion to amend the February 25, 2020 minutes to add Ms. Redd.

Seconded by Mr. Arena.

Motion passed by unanimous voice vote.

Mr. McDonald – Motion to approve the minutes.

Motion passed by unanimous voice vote.

Resolution to Appoint Precinct Election Judges

Motion by Mr. McDonald and Seconded by Mr. Salgado.

Motion passed by unanimous voice vote.

Resolution Awarding Quotes for Bulk National Gas Supply

Motion by Mr. McDonald and Seconded by Mr. Salgado.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Cyber Security: Winnebago County Metropolitan Area Network Replacement of Obsolete Firewalls

Motion by Mr. McDonald and Seconded by Ms. Crosby and Mr. Salgado.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Amending Organizational Structure of the County Board of the County of Winnebago

Motion by Mr. McDonald and Seconded by Mr. Hoffman.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

- Mr. McDonald discussed possibly having the Republican Caucus in person.
- Mr. Hoffman spoke about having the next Democratic Caucus in Zoom.
- Mr. McDonald asked whether or not Committee members would be in favor of an in person Operations and Administrative Committee meeting in two weeks.
- Discussion regarding the setup for the first in person County Board meeting since COVID-19.

Motion to Adjourn. Moved: Mr. Salgado, Seconded: Ms. Crosby and Mr. Butitta.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

Winnebago County Board
Operations and Administrative Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, July 2, 2020
5:30 PM

Present:

Keith McDonald, **Chairman**
Jean Crosby
Jaime Salgado
Joe Hoffman
Dorothy Redd
John Butitta
Paul Arena

Others Present:

Steve Chapman, Interim County Administrator
Tami Goral, Sheriff's Office
Tom Lawson, Circuit Clerk's Office
Ann Johns, Purchasing Director
Shawn Franks, Facilities
Charlotte LeClercq, Assistant Deputy State's Attorney
Steve Schultz, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 26 and April 16, 2020 Minutes
- D. Public Comment
- E. Resolution Awarding Roof Recover for Juvenile Detention Center
- F. Update from the Health Department
- G. Other Matters
- H. Adjournment

Chairman McDonald called the meeting to order at 5:30 PM.

Motion to approve the minutes of March 26 and April 16, 2020

Moved: Mr. Hoffman, Seconded: Mr. Salgado.

Motion passed by unanimous voice vote.

Public Comment

Chairman McDonald omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Awarding Roof Recover for Juvenile Detention Center

Motion by Mr. McDonald and Seconded by Mr. Hoffman and Mr. Salgado.

- A discussion followed.

Motion passed by unanimous voice vote.

Update from the Health Department

- Ms. LeClercq gave an update.

- Mr. Chapman spoke about the Cures Act which was approved by Congress that allotted \$250 million back to the State of Illinois for COVID related activities. The State is in the process of determining rules and what is available to be reimbursed.
- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Mr. Hoffman, Seconded: Mr. Salgado.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Submitted by: Operations & Administrative Committee

2020 CR

RESOLUTION ESTABLISHING THE DATE, TIME, AND LOCATION
OF EACH MEETING OF THE WINNEBAGO COUNTY BOARD

WHEREAS, under provisions of 5ILCS 120/2.02, the County Board of the County of Winnebago, Illinois is required to provide public notice of the date, time, and location of its regularly scheduled meetings; and,

WHEREAS, the County Board of the County of Winnebago is required to hold regular meetings during the months of June and September and may hold additional regular meetings at such times as may be determined.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Board shall conduct its regular meetings on the 2nd and 4th Thursdays of each month of Fiscal Year 2021 at 6:00 o'clock pm., except as indicated hereunder (*):

October 8, 2020	April 8, 2021
October 22, 2020	April 22, 2021
November 12, 2020	May 13, 2021
November 24, 2020 (4th Tues.)*	May 27, 2021
December 7, 2020 (1st Mon.)*	June 10, 2021
(Organizational Meeting)	June 24, 2021
December 10, 2020	
December 22, 2020 (4th Tues.)*	July 8, 2021
	July 22, 2021
January 14, 2021	
January 28, 2021	August 12, 2021
	August 26, 2021
February 11, 2021	
February 25, 2021	September 9, 2021
	September 30, 2021 (5th Thurs.)*
March 11, 2021	
March 25, 2021	

Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

(AGREE)

(DISAGREE)

KEITH MCDONALD, CHAIRMAN

KEITH MCDONALD, CHAIRMAN

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2020 CR

RESOLUTION AUTHORIZING FIRE ALARM SIGNAL MONITORING & LEASE SERVICES AGREEMENT

WHEREAS, the County of Winnebago currently uses AT&T copper lines to transmit fire alarm signals from most County owned buildings to the Rockford Fire Department, an outdated and costly method; and

WHEREAS, the City of Rockford offers a fire alarm system monitoring service which includes lease of wireless equipment (radio) to transmit fire alarm signals to the City of Rockford 911; and

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 except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, the City of Rockford fire alarm monitoring service and equipment lease cost \$65.00 per month per building; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Resolution Exhibit A – County building locations for pending service and Resolution Exhibit B – Fire Alarm Signal Monitoring and Lease Agreement received for the aforementioned services, and recommends awarding the agreement(s) as follows:

Fire Alarm Signal Monitoring & Lease Services Agreement

WHEREAS, the Operations and Administrative Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

Various- 43642

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute service and lease agreements with the CITY OF ROCKFORD, 425 EAST STATE STREET, ROCKFORD, ILLINOIS 61104, in substantially the same form as that attached hereto as Resolution Exhibit B.

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 Facilities Engineer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY
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

RESOLUTION EXHIBIT A

FIRE ALARM SIGNAL MONITORING & LEASE SERVICES BUILDING LOCATIONS

Winnebago County Health Department building - 555 N Court St

Juvenile Justice Center - 211 S Court St

County Admin. building – 404 Elm St

River Bluff Nursing Home (RBNH) - 4401 N Main

Winnebago County Court House - 400 W State St

County's Storage building - 720 Chestnut St

Winnebago County Old Court House - 403 Elm St

Criminal Justice Center: Court - 650 W State St

Criminal Justice Center: Jail - 650 W State St

County Animal Services building - 4517 N Main St

Public Service Building (PSB) - 420 W State St

Winnebago County Juvenile Detention - 5350 Northrock Ct

Health Department building – 404 Division St

Adult Probation building - 526 W State St



RESOLUTION EXHIBIT B
CITY OF ROCKFORD – FIRE DEPARTMENT
204 S. FIRST STREET, ROCKFORD, ILLINOIS 61104
(779) 348-7171

FIRE ALARM SIGNAL MONITORING AND LEASE AGREEMENT

This Agreement made this _____ day of _____ by and between the City of Rockford (the “City”), 204 S. First Street, Rockford, Illinois 61104 and (the “Subscriber”).

Name of occupancy where wireless equipment is installed: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Phone: _____ Fax: _____

Property Owner (if different than Subscriber): _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____

Fax: _____ Email: _____

1. **SYSTEM SERVICE:** The Subscriber agrees to procure fire alarm system monitoring service and lease wireless equipment (radio) to transmit fire alarm signals to the City of Rockford 911 Center during the term of this Agreement. The Subscriber’s fire alarm panel must have relay contacts or reverse polarity outputs for fire and trouble monitoring.
2. **TERM, PAYMENT, RENEWAL:** Subscriber hereby agrees to pay City the following:

Installation Fee of \$300.00 dollars or the amount indicated in the applicable annual City of Rockford Fee Schedule payable in advance of installation.

Monitoring and Lease Fee of \$65.00 dollars per month or the amount indicated in the applicable annual City of Rockford Fee Schedule, payable semi-annually in advance and due within twenty (20) days of invoice date. If paid annually in advance, the Subscriber may deduct one month’s payment from the total. The monthly monitoring and lease charge is subject to increase as set forth in Paragraph 9. In addition, together with the first semi-annual payment as set forth above, Subscriber shall pay the pro rate share of the charges for the period in which the monitoring and lease is commenced.

This Agreement shall be effective beginning _____/_____/_____ and shall remain in force unless terminated by either party in writing by registered mail, with not less than sixty (60) days’ notice.

3. CITY LIABILITY DISCLAIMER OF WARRANTIES: CITY DOES NOT REPRESENT OR WARRANT THAT THE LEASED EQUIPMENT, ALARM SYSTEM, OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CITY HAS MADE NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS THE SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED; SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CITY IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; (C) AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS (5) AND (6) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

4. CITY IS NOT AN INSURER; LIMIT OF LIABILITY: It is understood and agreed that since City is not an insurer, insurance if desired, will be the sole responsibility of Subscriber. Subscriber further acknowledges the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises. City makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service maintenance or monitoring or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things:
 - (a) The uncertain amount of value of the Subscriber's property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - (b) The uncertainty of the response time of any fire department, should the fire department be dispatched as a result of a signal being received or an audible device sounding;
 - (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by City's failure to perform or by the equipment to properly operate; and
 - (d) The nature of the service to be performed by City. Subscriber understands and agrees that if, notwithstanding the above provisions, City should be found liable for personal injury or property loss or damage due from failure of the City's obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, City's liability shall be limited to a sum equal

to the total of two (2) quarterly charges or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise, of the City of Rockford its agents, servants, assigns, or employees or the Alarm System Contractor, its agents, servants, assigns, or employees.

If Subscriber wishes City to assume greater liability, Subscriber has the right to obtain from City, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold City as an insurer.

5. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against City or the Alarm System Contractor for any reason relating to City's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, Subscriber agrees to indemnify, defend and hold City and the Alarm System Contractor harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of City, its agents, servants, assigns or employees, or the Alarm System Contractor its agents, servants, assigns or employees.

This agreement by Subscriber to indemnify City and the Alarm System Contractor against third party claims as hereinabove set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of City and the Alarm System Contractor is on Subscriber's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

6. **DEFAULT.** Subscriber shall be deemed in default of this Agreement in the event of Subscriber's material breach of this Agreement, including failure to make any payment when due, which remains uncured after ten (10) days from written notice by the City to Subscriber of such breach. Upon Subscriber's default, Subscriber shall be liable to City, and shall immediately pay upon demand, for City's lost profits for the remaining unexpired term or renewal term (if applicable) of this Agreement. City shall at all times retain title to any equipment being provided hereunder. Furthermore, if there are any other alarm service contracts in effect between City and Subscriber, then City, at its option, may deem Subscriber's default under any one such contract to be a default under all the contracts, and City shall be entitled to terminate any or all of such other contracts. Upon such termination all monies due under such contracts shall immediately become due and payable. All remedies herein shall be cumulative. Further, in the event of a default by Subscriber or upon termination of this agreement, for any reason, Subscriber grants City or designee an irrevocable license to enter upon Subscriber's premises, with notice to Subscriber, by any reasonable means, for the purpose of removing all or part of the system as determined by City in

its sole discretion. City's or designee's removal of the system shall not be considered to constitute a waiver or election of remedies by City and City expressly reserves all rights.

7. **PRIOR AGREEMENTS:** Subscriber warrants and represents that it is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises and furthermore Subscriber agrees to indemnify and save harmless City and the Alarm System Contractor against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of any agreement that Subscriber may have entered into with any party concerning any such alarm system of every kind and description. Subscriber will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.
8. **SETTING OF THE SYSTEM:** Subscriber acknowledges that the service provided herein requires the setting of the alarm system which shall be the sole and exclusive responsibility of the Subscriber.
9. **ADDITIONAL CHARGES:** In addition to the monitoring service charges above, the Subscriber agrees to pay all applicable municipal, state or federal taxes, sales taxes, assessments or fees or connecting conductors imposed upon Subscriber or City by reason of this Agreement and the equipment and services furnished hereunder unless Subscriber certifies that it is exempt from municipal, local, state or federal taxes.
10. **INCREASE IN MONTHLY CHARGES:** City shall have the right, at any time, to increase monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, and municipal fees and charges, which hereinafter are imposed on City and which relate to the services provided under this Agreement, and Subscriber agrees to pay such increased monthly charges. City agrees to notify Subscriber 90 days in advance of any fee increases.
11. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereinunder is more than ten (10) days delinquent, City may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the alarm system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to City a reconnect charge to be fixed by City in a reasonable amount.
12. **CHANGE IN OWNERSHIP OF SUBSCRIBERS PREMISES:** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of subscriber's duties and obligations under this Agreement Subscriber may not assign or permit anyone to take subject to this Agreement without the written consent of City.

13. ASSIGNEES/SUBCONTRACTORS OF CITY: City shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to City's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of City, and that they bind Subscriber with respect to said and/or subcontractors with the same force and effect as they bind Subscriber to City.

14. TELEPHONE LINES: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premise to the City's 911 Center when a digital communicator, voice communicator, or direct line is installed or when the signals are transmitted. Subscriber acknowledges that if a digital or voice communicator for the purpose of transmitting alarm signals from Subscriber's premises to the City's 911 Center, the alarm is not continually supervised, and that the signals from Subscriber's alarm system transmitted over Subscriber's regular telephone service to the City's 911 Center, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from Subscriber's alarm system will not be received in the City's 911 Center during any such interruption in telephone service and the interruption will not be known to City. Subscriber further acknowledges and agrees that signals which transmitted over telephone company line are wholly beyond the control and jurisdiction of the City and are maintained and serviced by the applicable telephone company or utility.

15. SELECTION OF SYSTEM COMPONENTS: The Subscriber agrees that the City shall have no liability for the failure to install any equipment or system not designated to be installed in this Agreement.

16. ACCESS TO EQUIPMENT: The City or designee may need to enter Subscriber's premises, with or without notice, by any means necessary, provided the premises are restored to former condition, to maintain, reset or install a new wireless receiver. The City or designee will make a good faith attempt to contact Subscriber prior to entering the premises, but Subscriber acknowledges that the City or designee may enter the premises notwithstanding any failure to notify Subscriber.

17. SUBSCRIBER'S PURCHASE ORDER: Subscriber acknowledges that if there is any conflict between this Agreement and Subscriber's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

18. **ADDITIONS OR AMENDMENTS:** Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this Agreement.
19. **ATTORNEY'S FEES:** In the event it shall become necessary for City to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue City's rights or enforce Subscriber's obligation herein, then, and in such proceedings, Subscriber shall pay City's reasonable attorney's fees.
20. **INVALID PROVISIONS:** In the event any terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
21. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
22. **NOTICES:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid at the address shown herein.
23. **TESTING:** It is the responsibility of the Subscriber to test the system for proper operation periodically but not less than annually. Testing of the system shall include transmission of alarm signals to the City's 911 Center.
24. **INSPECTION AND TEST SERVICE:** If Subscriber so requests, the City can provide information on the requirements for inspection and test of Subscriber's system(s) on an annual, semi-annual, quarterly, or monthly basis.
25. **ALARM SYSTEM STATUS:** In the event the fire alarm system at the monitored premise remains out of service for a period greater than 24 hours, and the Subscriber has not initiated or made a reasonable effort to repair the system, the City may utilize the services provided by the Alarm System Contractor to repair the system and invoice the subscriber accordingly for any fees charged by the Alarm System Contractor.

26. THE CITY desires to connect wireless radios into the system with little or no impact on the customer. Before the CITY approves a wireless connection, the subscriber shall ensure the following connection requirements are in place:
- A. The subscribers alarm system must be in good working order before the radio transmitter can be installed.
 - B. The subscriber is required to already have or install an un-switched 15-amp duplex receptacle adjacent to the alarm control panel to be monitored.
 - C. The subscriber's alarm company must supply one of the following activation devices:
 - 1) A reverse polarity module (12vdc to 24vdc) wired to an approved terminal strip type junction box located outside the alarm control panel.
 - 2) Two (2) dry contact outputs; one for alarm activation and one for trouble activation. Dry contacts must be wired to an approved terminal strip type junction box located outside the alarm control panel.
 - 3) The point of connection wires or terminals must be clearly tagged.
 - D. If the subscriber's alarm company wishes to be present at the time of connection, they must schedule an appointment through the Alarm System Contractor.
 - E. In the event the City is unable to perform the installation as requested, due to circumstances beyond its control and a return visit is necessary, an additional return trip charge will be invoiced to the subscriber.
27. RECEIPT OF COPY: Subscriber acknowledges receipt of a copy of this Agreement.
28. TAMPERING WITH OR REMOVAL OF EQUIPMENT. The Subscriber expressly covenants and agrees not to tamper with, disturb, damage, remove, or otherwise interfere with the equipment, nor permit the same to be done by any third party. The equipment and/or apparatus, its attachments, and appurtenances, is and shall at all times remain the sole property of the City. Subscriber further agrees that the equipment shall remain in the same location as installed by the City and any removal or disturbance thereof from any cause whatsoever shall serve as an additional basis to relieve the City from any and all liability to Subscriber for the failure of the equipment to properly operate. In addition, Subscriber agrees to pay City in accordance with City's prevailing standard charges for work performed as a result of any damage, disturbance, alteration, or removal of said equipment caused by the Subscriber or permitted by the Subscriber.
29. GOVERNING LAW: This agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this agreement shall be proper only in the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.

30. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings are for convenience only and are not a part of this agreement and shall not be used in construing it.

31. AUTHORITY: Each signatory to this agreement represents that he or she has the authority to enter into this Agreement.

This Agreement shall not be binding upon CITY OF ROCKFORD unless approved in writing by an authorized representative of CITY OF ROCKFORD. In the event of non-approval, the only liability of CITY OF ROCKFORD shall be to return to Subscriber the amount, if any, paid to CITY OF ROCKFORD by Subscriber upon the signing of this Agreement.

SUBSCRIBER'S ACCEPTANCE;
In accepting this Agreement, Subscriber agrees to the terms and conditions contained herein, including those on the reverse side and the attached schedule of service. Attention is directed to the Warranty, Limit of Liability and Other Conditions on both sides.

By _____ Date: _____

By: _____ Date: _____

Name Printed or Typed Title

Name Printed or Typed

Property Owner (if different than Subscriber)

Signature: _____

Date: _____

Name: Printed or Typed