

# **COMBINED MEETING of the PUBLIC SAFETY COMMITTEE and FINANCE COMMITTEE AGENDA**

**Called by:** Chairman, Aaron Booker  
Chairman, Jaime Salgado

**Members:** Fred Wescott, Mike  
Zintak, Paul Arena, Angie Goral, Dan  
Fellars, Dorothy Redd, Steve Schultz,  
Keith McDonald, John Butitta, Dave  
Fiduccia, Joe Hoffman, Burt Gerl

**DATE:** THURSDAY, NOVEMBER 19, 2020

**TIME:** IMMEDIATELY FOLLOWING  
PERSONNEL AND POLICIES  
COMMITTEE

**LOCATION:** VIRTUAL MEETING – ZOOM  
(WINNEBAGO COUNTY YOUTUBE  
LIVE)

## **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Combined Meeting of the Public Safety Committee and Finance 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.
- D. Resolution Authorizing the Execution of a First Amendment to Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Justice for Families Grant
- E. Resolution Approving an Updated Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System
- F. Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff
- G. Pending Litigation
- H. Other Matters
- I. Adjournment

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

2020 CR\_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT  
TO AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND  
REMEDIES RENEWING LIVES FOR THE JUSTICE FOR FAMILIES GRANT

WHEREAS, Winnebago County currently has an Agreement (“Agreement”) in place with Remedies Renewing Lives (“Remedies”) to provide services as a subcontractor under the Justice for Families Grant (“Grant”) from the Department of Justice/Office on Violence Against Women; and

WHEREAS, the County has received funding to support an additional position for the Grant; and

WHEREAS, the parties desire to amend the Agreement to add the services of an individual employed by Remedies to fulfill the additional position.

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 First Amendment to the Agreement between the County of Winnebago and Remedies Renewing Lives, in substantially the same form as the First Amendment attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

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Fred Wescott

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Fred Wescott

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Mike Zintak

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Mike Zintak

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Paul Arena

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Paul Arena

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Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

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

ATTEST:

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

**FIRST AMENDMENT TO AGREEMENT**  
**BETWEEN WINNEBAGO COUNTY, ILLINOIS**  
**AND**  
**REMEDIES RENEWING LIVES**

This First Amendment is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between Winnebago County, Illinois (hereinafter the "County") and Remedies Renewing Lives (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into the attached Agreement (hereinafter "Agreement") dated January 23, 2020, for Subcontractor to provide services to County under the Justice For Families grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section provides for funding of those positions; and

WHEREAS, the County has received funding to support an additional position (30 hours or .75FTE) for this Grant; and

WHEREAS, the Parties desire to amend the Agreement to add the services of an individual to fulfill the .75 FTE position employed by Subcontractor, in addition to those already listed in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 2 of the Agreement is modified to add the following:

c) The Remedies Criminal Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours a week. The Criminal Legal Advocate will provide advocacy for survivors seeking an Order of Protection in conjunction with a pending criminal matter related to domestic violence, stalking, or sexual assault within intimate partner relationships. The Criminal Legal Advocate will attend DVAC and advocate meetings as requested.

2. Section 3(a) of the Agreement is modified to add the following:

The County agrees to pay Subcontractor for the salary and fringe benefits of the Criminal Legal Advocate in an amount to not exceed \$34,902.54 beginning on July 1, 2020 to the termination date of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.

4. This First Amendment shall bind and benefit both Parties and any successors or assigns.

5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date indicated above.

WINNEBAGO COUNTY, ILLINOIS

REMEDIES RENEWING LIVES

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF ILLINOIS, } ss.  
COUNTY OF WINNEBAGO }

*I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR FAMILIES GRANT (REMEDIES RENEWING LIVES)

*with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,*

*This* 24TH DAY OF JANUARY, 2020.

LORI GUMMOW, *Winnebago County Clerk*

BY: Angela Reina *Deputy County Clerk*



ORIGINAL  
AGREEMENT



**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
2020 CR 013**

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**SPONSORED BY: AARON BOOKER**

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE  
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR  
FAMILIES GRANT**

**WHEREAS**, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

**WHEREAS**, in order to provide the Grant deliverables, the County desires to contract with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

**WHEREAS**, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

John Butitta (ABSTAINED)  
John Butitta

\_\_\_\_\_  
John Butitta

Paul Arena  
Paul Arena

\_\_\_\_\_  
Paul Arena

Angie Goral  
Angie Goral

\_\_\_\_\_  
Angie Goral

Dan Fellars  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 23rd day of January, 2020.

Frank Haney  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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



**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND REMEDIES RENEWING LIVES, INC.**

This Agreement is made and entered into this 23<sup>rd</sup> day of JAN, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2021 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.
2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:
  - a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Legal Advocate will provide advocacy to victims in the DV Civil Court, with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the Domestic Violence Coordinated Courts (DVCC) Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearing held in the DVCC Civil Court. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project and will attend DVAC and advocate meetings as requested.
  - b) Remedies' Vice President of Domestic Violence Services and Grants and Contracts Manager will each participate in DVCC meetings and will serve as consultants for the development of the Family Justice Collaborative. They will assist with the

development of local trainings on victim safety, stalking, and human trafficking. Remedies' Vice President of Domestic Violence Services and the Grants and Contracts Manager will directly supervise all employees working in the DVAC.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Legal Advocate at a yearly rate of \$24,027.18 with a \$200 bonus for year 1 of the project and \$24,504.72 with a \$200 bonus for year 2 of the project, a for a total amount not to exceed \$48,531.90 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.45%), Worker's Compensation (2%), Unemployment (2%), Life Insurance, and Retirement (6%), for a total amount not to exceed \$9,358.06 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate not to exceed \$38.45 for year 1 of the project and \$40.37 for year 2 of the project for a total amount to not exceed \$1,891.68 (48 hours) over the term of this Agreement. The County agrees to pay Subcontractor for the services of the Grant and Contract Manager at an hourly rate not to exceed \$30.29 for year 1 of the project and \$31.80 for year 2, for a total amount not to exceed \$745.08 (24 hours) over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$18.00, to not exceed \$432.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$6,095.87 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at [nticknor@17thcircuit.illinoiscourts.gov](mailto:nticknor@17thcircuit.illinoiscourts.gov) or to such other address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(c) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(d) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(e) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

#### 7. Termination:

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any

obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Courts  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215

Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives, Inc.  
Attn: Grants and Contracts Manager  
220 Easton Parkway  
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.


19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By:

  
\_\_\_\_\_

REMEDIES RENWING LIVES, INC

By:

  
\_\_\_\_\_





## Executive Summary

Date: November 10, 2020  
To: Public Safety Committee  
Prepared by: Steve Chapman  
Subject: Resolution for an Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System

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### **Background:**

The Intergovernmental Agreement for the operation and funding of the Winnebago County Emergency Telephone System between the County of Winnebago, City of Rockford and the Winnebago County Emergency Telephone System Board expired at the end of October, 2020. The attached Agreement has been updated by myself and Chief Bergsten to reflect the current operation of the two centers. Much of the language that was historical in nature in the previous Agreement has been deleted. The Agreement has been reviewed and approved by the City of Rockford Legal Staff, Sheriff and the State's Attorney's Office. It will require approval by the City Council which will be in December, 2020.

### **Budget Impact:**

The Agreement requires funding of two call answering positions at the City PSAP using the County's average salary to include benefits. This amounts to \$646,548 which is included in the 2021 County Budget.

### **Agreement Period:**

Term of the Agreement shall be one year from execution and renewed on an annual basis unless either party gives 180 days notice requesting modification of the Agreement. Either party may terminate the Agreement by giving twelve months notice to the other party.

November 24, 2020 Board Meeting

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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE and  
FINANCE COMMITTEE

SPONSORED BY: AARON BOOKER and JAMIE SALGADO

**RESOLUTION APPROVING AN UPDATED INTERGOVERNMENTAL  
AGREEMENT FOR THE OPERATION AND FUNDING OF THE WINNEBAGO  
COUNTY EMERGENCY TELEPHONE SYSTEM**

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois (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 County of Winnebago, Illinois ("County"), is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the City of Rockford, Illinois ("City"), is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, on June 9, 1988, the County created the Winnebago County Emergency Telephone System Board ("ETSB") for the purpose of planning and implementing a 9-1-1 system and administering the funds received from the surcharge (the "Surcharge Funds") on telephone bills imposed under Section 30 of the Emergency Telephone System Act, 50 ILCS 750/30; and

**WHEREAS**, the County, and the City, presently share police communication services pursuant to an Intergovernmental Agreement dated October 24, 2019 which expired in October 2020; and

**WHEREAS**, the County, the City, and the ETSB have negotiated and prepared an updated intergovernmental agreement for the operation and funding of the Winnebago County Emergency Telephone System.

**NOW, THEREFORE BE IT RESOLVED,** by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an updated Intergovernmental Agreement with the City of Rockford, Illinois and the Winnebago County Emergency Telephone System Board for the Operation and Funding of the Winnebago County Emergency Telephone System, attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution as Exhibit A.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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Aaron Booker, Chairman

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Aaron Booker, Chairman

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Paul Arena

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Paul Arena

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Dan Fellars

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Dan Fellars

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Angie Goral

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Angie Goral

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Dorothy Redd

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Dorothy Redd

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Fred Wescott

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Fred Wescott

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Mike Zintak

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Mike Zintak

**Respectfully submitted,  
FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

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Jaime Salgado, Chairman

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John Butitta

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John Butitta

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David Fiduccia

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David Fiduccia

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Burt Gerl

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Burt Gerl

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Joe Hoffman

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Joe Hoffman

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Keith McDonald

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Keith McDonald

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Steve Schultz

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Steve Schultz

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

ATTEST:

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