

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Burt Gerl, Chairman

Members: Aaron Booker, Brad
Lindmark, Tim Nabors, Angie Goral,
Kevin McCarthy, Dorothy Redd

DATE: WEDNESDAY, JULY 20, 2022

TIME: 5:30 PM

LOCATION: ROOM 510

COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 23 and May 18, 2022 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. Crime and Public Safety Commission - Discussion
- F. Resolution Approving an Intergovernmental Agreement Between the Winnebago County Sheriff's Office and Other Municipalities Within the County of Winnebago for Major Crash Assistance Team
- G. Future Agenda Items
- H. Adjournment

Approval of Minutes

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Wednesday, March 23, 2022
5:30 PM, Immediately Following Zoning Committee

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral

Others Present:

Marlana Dokken, Director, Chairman's Office of Criminal Justice
Initiatives
Rebecca Laue, State's Attorney's Office
Ann Johns, Purchasing Director

Absent:

Dorothy Redd

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of December 15, 2021 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 County Board Chairman to Amend Contracts for Health Care Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center
- F. Winnebago County Neighbors for Public Safety Program for Discussion
- G. 1% Sales Tax Funding Review (for discussion)
- H. Forthcoming ARP Funding Request
- I. Other Matters
- J. Adjournment

Chairman Gerl called the meeting to order at 5:36 PM.

Motion to approve the December 15, 2021 Minutes

Moved: Mr. McCarthy, Seconded: Mr. Lindmark and Mr. Nabors.

Motion passed by unanimous voice vote.

Public Comment

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

Resolution Authorizing the County Board Chairman to Amend Contracts for Health Care Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center

Motion by Ms. Goral and Seconded by Mr. Booker.

- A discussion followed.

Motion passed by unanimous voice vote.

Forthcoming ARP Funding Request

- A discussion followed.

Winnebago County Neighbors for Public Safety Program for Discussion

- A discussion followed.

1% Sales Tax Funding Review (for discussion)

- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Mr. McCarthy, Seconded: Ms. Goral and Mr. Nabors.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Wednesday, May 18, 2022
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Angie Goral (Zoom)
Dorothy Redd (Zoom)

Absent:

Tim Nabors

Others Present:

Joe Chiarelli, County Board Chairman
Pat Thompson, County Administrator
Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Ann Johns, Purchasing Director
Chrissie Lee, Public Defender's Office
Dan Magers, IT Department
Tom Lawson, Chief Deputy Circuit Clerk
Tom Jakeway, Trial Court Administrator
Chief Judge John Lowry, 17th Judicial Circuit Court
J. Hanley, State's Attorney
Shawn Franks, Facilities
Nicole Ticknor, Deputy Court Administrator of DVCC
Nick Zimmerman, Public Defender

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 10 and 16, 2022 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 Approving Agreements for Deferred Prosecution Program
- F. Pretrial Fairness Act (PFA), Discussion
- G. PSB/Family Court Center ARP Project, Discussion
- H. County Safety Initiative ARP Project, Discussion
- I. Future Agenda Items
- J. Adjournment

Chairman Gerl called the meeting to order at 5:33 PM.

Motion to approve the February 10 and 16, 2022 Minutes

Moved: Mr. Gerl, Seconded: Mr. Lindmark.

Motion passed by unanimous voice vote.

Motion by Mr. McCarthy and Seconded by Mr. Lindmark to include Dorothy Redd and Angie Goral via Zoom.

Motion passed by unanimous voice vote.

Public Comment

Chairman Gerl read the Public Comment section of the Agenda.

- Stanley Campbell, David Black and Bob Babcock spoke about the Pretrial Fairness Act.

Resolution Approving Agreements for Deferred Prosecution Program

Motion by Mr. Gerl and Seconded by Mr. Lindmark.

- A discussion followed.

Motion passed by unanimous voice vote.

Pretrial Fairness Act (PFA), Discussion

- A discussion followed.

PSB/Family Court Center ARP Project, Discussion

- A discussion followed.

County Safety Initiative ARP Project, Discussion

- A discussion followed.

Future Agenda Items

None

Motion to Adjourn. Moved: Mr. McCarthy, Seconded: Mr. Booker.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: Dominick Barcellona

Committee: Public Safety and Judiciary Committee

Committee Date: July 20, 2022

Resolution Title: Resolution approving an intergovernmental agreement between the Winnebago County Sheriff's Office and other municipalities within the County of Winnebago for Major Crash Assistance Team

County Code: Not applicable

Board Meeting Date: July 28, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount:	N/A
If not, explain funding source:	N/A		
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: The Sheriff's Office and other municipalities within the County desire to collaborate and create a Major Crash Assistance Team to investigate fatal or life threatening traffic crashes. Pursuant to the terms of an Agreement.

Recommendation: Staff concurs

Contract/Agreement: See attached Agreement

Legal Review: The State's Attorney has reviewed the IGA

Follow-Up: Not Applicable

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

2022 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FORMING
A MAJOR CRASH ASSISTANCE TEAM TO ASSIST MEMBER LAW ENFORCEMENT
AGENCIES IN WINNEBAGO AND BOONE COUNTIES BETWEEN THE COUNTY OF
WINNEBAGO AND MUNICIPALITIES WITHIN THE COUNTY OF WINNEBAGO**

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 Municipalities within the County Of Winnebago are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the efficient investigation of serious traffic crashes is enhanced when agencies have access to the resources and the support of other agencies; and

WHEREAS, local law enforcement capabilities are enhanced by having access to regionalized facilities, programs, and the assistance of other departments; and

WHEREAS, the Parties desire to augment the personnel available in their jurisdiction for major crashes and major crime scenes, when necessary by cooperating with one another to share resources

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the Intergovernmental Agreement between the County of Winnebago and the City of Rockford, in substantially the same form as 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 the County Administrator, the Chief Financial Officer, and the County Treasurer.

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

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker

Aaron Booker

Dorothy Redd

Dorothy Redd

Kevin McCarthy

Kevin McCarthy

Angie Goral

Angie Goral

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2022.

Joseph Chiarelli, 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

**INTERGOVERNMENTAL AGREEMENT FORMING A MAJOR CRASH
ASSISTANCE TEAM TO ASSIST MEMBER LAW ENFORCEMENT AGENCIES IN
WINNEBAGO AND BOONE COUNTIES**

THIS AGREEMENT (hereinafter “Agreement” or “Intergovernmental Agreement”) is made and entered into by and among the undersigned units of local government (hereinafter called “Participating Agencies” or “Parties” or individually, a “Party”), for the purpose of providing law enforcement mutual aid related to major crash reconstruction assistance.

RECITALS

WHEREAS, a primary goal in the investigation of serious traffic crashes is to establish an accurate record of the factors and conditions leading up to the traffic crash; and

WHEREAS, the timely re-establishment of the normal movement of traffic is important for the continued safety of the public; and

WHEREAS, the efficient investigation of serious traffic crashes is enhanced when agencies have access to the resources and the support of other agencies; and

WHEREAS, local law enforcement capabilities are enhanced by having access to regionalized facilities, programs, and the assistance of other departments; and

WHEREAS, each of the Parties maintains equipment and personnel for law enforcement and public safety within its own jurisdiction including, but not limited to personnel certified in crash scene investigation; and

WHEREAS, the Parties desire to augment the personnel available in their jurisdiction for major crashes and major crime scenes, when necessary by cooperating with one another to share resources; and

WHEREAS, the corporate boundaries of the Parties hereto are contiguous or in reasonable proximity so that mutual assistance of neighboring law enforcement agencies is deemed feasible; and

WHEREAS, it is agreed that said mutual assistance by forming a Major Crash Assistance Team is desirable, practical, and beneficial to the Parties; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1979, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, as well as the mutual covenants identified in this agreement, the Parties agree as follows:

INCORPORATION OF RECITALS

The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.

AUTHORITY

The parties enter into this agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq)

PURPOSE

The Parties desire to increase available resources during the investigation of major traffic crashes by working together and providing mutual aid, assistance, and access to other needed resources.

This Agreement is made to establish the framework through which the Parties will cooperatively provide such law enforcement mutual aid services and establishing a coordinating working group to be known as the Major Crash Assistance Team of Winnebago and Boone Counties (hereinafter called "MCAT-WB").

TERM OF THE AGREEMENT

The term of this Agreement shall be from the date the governing board of each Party passes and adopts a resolution authorizing the execution of this Agreement and shall remain in full force and effect and shall bind the Participating Agency until cancelled by mutual agreement of the Parties, or by written notice by one Party to all other Parties giving thirty (30) days' notice of said cancellation. Termination by any Party shall not affect the agreement between the other Parties.

DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Participating Agency.* Any one or more law enforcement agencies of the Parties to this agreement.
- B. *Agreement.* This Intergovernmental Agreement forming a Major Crash Assistance Team.
- C. *Assistance.* Any assistance provided by an Aiding Agency to a Requesting Agency, which assistance may include, among other things, the assignment of personnel, the use of equipment and/or supplies, and the use of pre-arranged support resources such as command centers for the purpose of responding to and assisting in the investigation of a Serious Traffic Crash as the same is defined below.
- D. *Requesting Agency.* A Participating Agency that requests accident investigation assistance

pursuant to this Agreement.

- E. *Aiding Agency.* A Participating Agency that provides accident investigation assistance and access to emergency resources to a Participating Agency pursuant to this Agreement.
- F. *Chief of Police or Sheriff.* The highest-ranking law enforcement officer of a Participating Agency or his or her designee.
- G. *MCAT Coordinator.* An MCAT Designated Officer designated by the MCAT Policy Committee as the administrative coordinator and primary point of contact for MCAT operations.
- H. *MCAT Designated Officer.* A sworn police officer of a Participating Agency who has been designated by such agency to participate in the training and provide the assistance contemplated by this agreement.
- I. *MCAT Policy Committee:* A committee consisting of the MCAT Coordinator, and the Chief of Police or Sheriff of each of the Participating Agencies, who shall be charged with creating and maintaining an MCAT Operations Manual of Policies and Procedures.
- J. *Serious Traffic Crash:* Any collision involving at least one motor vehicle and meeting one or more of the following criteria:
 - 1. Death or great bodily harm to one or more individuals; or
 - 2. Involvement of an emergency vehicle where one or more individuals sustain serious injuries; or
 - 3. A request by a supervisor of the Requesting Department pursuant to other extenuating factors.

MCAT POLICY COMMITTEE; OPERATIONS MANUAL

- A. **Membership of MCAT Policy Committee.** An MCAT Policy Committee (“Committee”) is hereby created which shall consist of the Chief of Police or Sheriff of each of the Participating Agencies. The MCAT Coordinator shall be an ex officio, non-voting member of the Committee.
- B. **Creation of Operations Manual of Policies and Procedures.** The Committee shall establish an Operations Manual of Policies and Procedures for implementing this Agreement. The Operations Manual of Policies and Procedures shall include, but not be limited to, procedures for requesting, rendering, and receiving aid. The Operations Manual of Policies and Procedures shall be reviewed, updated, and evaluated by the Committee at regular intervals.

C. **Annual Review; Reporting.** The MCAT Committee shall regularly review the effectiveness of the Operations Manual of Policies and Procedures and the MCAT team, and shall provide annually, a written summary of MCAT operations to be distributed to the governing boards of the Participating Agencies.

D. **Appointment of MCAT Coordinator.** The Committee shall appoint one MCAT Designated Officer from a Participating Agency to be the MCAT Coordinator.

The MCAT Coordinator shall be the primary point of contact for the MCAT-WB and shall be responsible for administrative coordination of the MCAT-WB. These duties may include, but are not limited to, the making of recommendations for the Operations Manual of Policies and Procedures, identifying and/or coordinating training opportunities for MCAT Designated Officers, and preparation of the annual report to Participating Agencies. The MCAT Coordinator shall also be responsible for the coordination of MCAT responses to requests for assistance through the procedures set forth in the Operations Manual of Policies and Procedures.

E. **Admission of New Parties.** The Policy Committee may make recommendations to approve the admission of additional governmental entities to join the MCAT-WB as Participating Agencies. Such recommendations for approval shall be forwarded to the governing bodies of each Party for approval by resolution of its governing board. Upon unanimous approval by all Parties, this Agreement shall be in full force and effect and legally binding upon each new Party at such time as it is approved, signed and certified by that Party.

F. **Removal of Parties; default.** Should a Party fail to abide by the terms of this Agreement or the Operations Manual of Policies and Procedures, the MCAT Policy Committee may make a request on behalf of the MCAT-WB for that Agency's withdrawal from the Agreement.

Should the non-compliant Party refuse to voluntarily withdraw from the Agreement, the MCAT Policy Committee, may issue a notice of default to the non-compliant Party. Upon receiving the notice of default, the non-complaint Party shall, within 30 days, either 1) bring its Participating Agency back into compliance with the terms of this Agreement and Operations Manual of Policies and Procedures, or 2) provide written notice that it intends to voluntarily withdraw from the MCAT-WB.

Should the non-compliant Party fail to complete either action set forth above, the non-compliant Party shall be considered in breach of this Agreement and shall be notified by the MCAT Policy Committee that its participation in the Agreement has been Terminated.

ACTIVATION; ORGANIZATIONAL OPERATION

- A. The rights of each Party shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police or Sheriff of each respective Participating Agency.
- B. Any Participating Agency may request police assistance from any one or more Participating Agency when, in the judgment of the Chief of Police or Sheriff of the Requesting Agency, such assistance is necessary. The request shall be made to the MCAT Coordinator.
- C. Any Participating Agency may render aid to any one or more participating agencies to the extent available personnel and equipment are not required for the adequate protection of the Aiding Agency. In making that determination, the Chief of Police or Sheriff of the Aiding Agency may consider the reasonableness or urgency of the request and the amount of personnel, equipment, and time commitment available to the Requesting Agency, and that determination shall be final.
- D. The Chief of Police or Sheriff of the Requesting Agency shall, through the MCAT Coordinator, direct the actions of any sworn or civilian personnel of any Aiding Agency providing assistance pursuant to this Agreement.
- E. Nothing in this Agreement shall prevent any Participating Agency from cooperating with any other agency, regardless of whether it is a Participating Agency. Nor shall anything in this Agreement prevent any Participating Agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

EXPECTATIONS OF PARTICIPATING AGENCIES; RESPONSIBILITIES

- A. The Parties acknowledge and agree that, subject to the funding and appropriations by the governing board of each Party, each Participating Agency shall designate at least one sworn member to serve as a MCAT Designated Officer during the term of the Agreement.
- B. The Parties understand that personnel costs, equipment costs, training costs and other resources needed will be provided by each Participating Agency and agree to allocate funding for the training and materials needed to maintain required certifications of the MCAT Designated Officer.
- C. All MCAT operations shall be carried out at the request of and pursuant to the chain of command structure of the Requesting Agency and are subject to the direction of the MCAT Coordinator working in concert with the Chief of Police or Sheriff of the Requesting Agency and agree to abide by the direction given. Notwithstanding the foregoing, this Agreement merely sets forth a cooperative arrangement and the personnel of the Aiding

Agency shall at all times remain solely the employee of the Aiding Agency and shall be considered to be acting within the scope of their employment for the Aiding Agency.

- D. Each Participating Agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement, both as to liability for the actions of such personnel and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such personnel are protected, insured, indemnified, and otherwise provided for when acting within the Party's respective corporate limits.

COMPENSATION FOR SERVICES

- A. It is the intent of that each Member shall bear its own costs and risk of liability associated with personnel, training, and equipment when providing assistance to another member. Assistance provided by any Aiding Agency under this Agreement shall be rendered without charge to the Requesting Agency or any other Participating Agency.
- B. The Parties acknowledge that it is impossible to predict the frequency or intensity of a particular Party's mutual aid requirements. Therefore, some Parties may ultimately receive a greater measure of actual benefit than other Parties. As the purpose of entering into this Agreement is to gain access to mutual aid when required, one consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among Parties.
- C. The Parties acknowledge and agree that performance of activities, including the rendering of assistance contemplated by this Agreement, shall be without the expectation of compensation or reimbursement from or to any of the Participating Agencies. However, nothing in this agreement shall preclude MCAT-WB or its individual member agencies from seeking compensation from entities outside of the MCAT-WB or pursuing reimbursement or funding from external sources including grants, FEMA reimbursement programs, or other available funding sources. Any direct reimbursements for services rendered shall, when practicable, be distributed to the agencies that directly participated in the services for which the reimbursements are being sought.

AUTHORITY OF SWORN POLICE PERSONNEL; ACTIONS

Any sworn police officers providing police assistance to a Requesting Agency under this Agreement shall have all of the powers of police officers of the Requesting Agency, including the power of arrest.

INDEMNIFICATION

- A. Each Participating Agency ("Indemnitor") shall indemnify, defend, save and keep harmless

the other parties; their boards; commissions; trustees; officers; employees; agents; past, current, and future appointed and elected officials; and volunteers (collectively the "Indemnitees") from and against any and all claims, actions, suits, costs, (including reasonable attorney's fees) losses, liabilities, damages to real and personal property, and injuries/illnesses to or death suffered by persons, (collectively "claims") arising out of, or caused directly or indirectly by, any act or omission of the Indemnitor or the Indemnitor's officers, employees, and agents (except to the extent caused by the negligence or willful act of the Indemnitee) taken pursuant to activities provided for in this Agreement.

- B. Each Participating Agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. Each Party agrees to be responsible for damage to its property occasioned while operating under this Agreement, and specifically waives the right of subrogation for property damage against the other.
- D. Except for allegations of negligence specifically directed to an employee of an Aiding Agency, the Parties further agree that the Receiving Agency will be responsible for defending any action or dispute that arises in connection with or as the result of this Agreement and that such Party will be responsible for bearing the costs, damages, losses, expenses and attorneys' fees, except where otherwise provided for, or indemnified by agreement.

MISCELLANEOUS TERMS AND CONDITIONS

- A. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by that Party as set forth on Exhibit A attached hereto and made a part hereof.
- B. This Agreement may be amended from time to time by resolution of the appropriate governing bodies of the Parties. The effective date of any amendment shall be the date as of which the last of the Parties has approved the amendment.
- C. This Agreement may be signed in counterparts by the Parties hereto and each counterpart shall be construed as one document.
- D. No Party hereto shall assign this Agreement or the rights and duties hereunder.
- E. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

**EXHIBIT A to
Intergovernmental Mutual Aid Agreement**

**Signatures of Parties to
Intergovernmental Mutual Aid Agreement**

The below referenced official certifies that he/she has the authority to bind their respective governmental entity to the Agreement to which this Exhibit is attached and such authority has been authorized by motion, resolution, or ordinance of the designated governmental entity.

[Unit of government]

By [elected or appointed official]

By: _____
 [Name/title] Date