

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

DATE: WEDNESDAY, JUNE 12, 2024

Members: Aaron Booker, Jean

TIME: 5:30 PM

Crosby, Tim Nabors, Angie Goral,

LOCATION: ROOM 510

Kevin McCarthy, Chris Scrol

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 15, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Rockton Fire Protection District for Fire and EMS Dispatch Services
- F. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services
- G. ATV's and Other Non-Highway Vehicles in Roadway – Discussion
- H. Future Agenda Items
- I. Adjournment

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

Wednesday, May 15, 2024
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Aaron Booker, **Vice Chairperson**
Jean Crosby
Angie Goral
Kevin McCarthy
Tim Nabors
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Anthony Miceli, Sheriff's Office
Hope Edwards, Director, Purchasing
Julie McCray-Grotto, Deputy Director Juvenile Detention
Justin Egler, Sheriff's Office

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 28, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services
- F. Resolution Authorizing a Five-Year Agreement with Flock Group Inc. for the Deployment of License Plate Readers Throughout Winnebago County
- G. Future Agenda Items
- H. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:34 PM.

Roll Call

Chairperson Lindmark yes, Vice Chairperson Booker yes, Ms. Crosby yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Nabors yes, Mr. Scrol yes.

Approval of March 28, 2024 Minutes

Chairperson Lindmark called for a motion to approve the minutes of March 28, 2024.

Motion: Ms. Crosby. Second: Vice Chairperson Booker.

Motion passed by unanimous voice vote.

Public Comment

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

Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services

Chairperson Lindmark called for a motion to approve the Resolution.

Motion: Vice Chairperson Booker. Second: Mr. Scrol.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing a Five-Year Agreement with Flock Group Inc. for the Deployment of License Plate Readers Throughout Winnebago County

Chairperson Lindmark called for a motion to approve the Resolution.

Motion: Mr. McCarthy. Second: Vice Chairperson Booker.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

None reported.

Adjournment

Chairperson Lindmark called for a motion to adjourn.

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

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: June 12, 2024
Board Meeting Date: June 27, 2024
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Rockton Fire Protection District for Fire and EMS Dispatch Services

Budget Information:

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

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

Recommendation: Approve the agreement. The Rockton Fire Protection District will pay the county \$15 dollars per fire dispatch, generating approximately \$49,500.00 per year in revenue.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed the agreement.

Follow-Up: n/a

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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ROCKTON FIRE
PROTECTION DISTRICT FOR FIRE AND EMS DISPATCH SERVICES**

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

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

WHEREAS, the Rockton Fire Protection District (“Rockton Fire”) provides emergency fire and medical services; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement with the Rockton Fire Protection District, in substantially the same form as contained in Exhibit A.

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

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

ATTESTED BY:

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2024 (“Effective Date”), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office (“County”) and the Rockton Fire Protection District, a unit of local government (“Rockton Fire”). The County and Rockton Fire are also collectively referred to as the “Parties” or individually as a “Party.”

WITNESSTH

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

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

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

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

WHEREAS, Rockton Fire provides emergency fire and medical services; and

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

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

1. Agreement to Provide Services
 - a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Rockton Fire Protection District, PSAP shall answer those calls and provide dispatch services twenty-four (24) hours a day each day of the year. Such

services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Rockton Fire on the frequency designated on Exhibit B herein.

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

2. Ownership and Responsibility for Equipment

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

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

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

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

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

7. Rates and Billing
 - a. Rockton Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Rockton Fire acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by Rockton Fire of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for Rockton Fire, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for Rockton Fire without such contribution. During the terms of this Agreement, the cost per dispatched call will not increase by an amount greater than the six percent (6%).

 - b. The County shall send bills monthly to Rockton Fire at the following address:

Rockton Fire Protection District
201 N. Blackhawk
P.O. Box 349
Rockton, IL 61072
Attn: Chief of Department

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

County of Winnebago
404 Elm Street
Rockford, IL 61101
Attn: Finance Department

8. Term and Termination.

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

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

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and Rockton Fire Protection District.

b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

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

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

If to Rockton Fire: Rockton Fire Protection District
201 N Blackhawk
P.O. Box 349
Rockton, IL 61072
Attn: Chief of Department

Copy to: Rockton Fire Protection District Attorney
Attorney John Kelly
1804 N. Naper Blvd #350
Naperville, IL 60563

d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.

f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.

g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.

- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

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

COUNTY OF WINNEBAGO, ILLINOIS
a body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

ROCKTON FIRE PROTECTION DISTRICT,
a unit of local government

Kirk Wilson
Fire Chief

Date: _____

ATTEST:

Mark Steward
Board President

Date: _____

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

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

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY ROCKTON FIRE PROTECTION DISTRICT

1. Repeater Transmit Frequency 153.7475 PL D315
2. Repeater Receive Frequency 154.8525 PL D315.
3. Fire Ground Frequency 154.205 (receive & transmit) PL D411

Still Alarm Tone

A tone 1473.1

B tone 1514.2

General Alarm Tones

A tone 1473.1

B tone 2334.6

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



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: June 12, 2024
Board Meeting Date: June 27, 2024
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services

Budget Information:

Was item budgeted? N/A	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Descriptor: Police Services

Background Information: The Winnebago County Sheriff's Office has been delivering police services to the Village of Machesney Park since the early 1980s. This new agreement will uphold the longstanding collaboration between the Sheriff's Office and village officials, ensuring the continued provision of excellent police services to the residents of Machesney Park.

Recommendation: Approve the agreement. Please see Schedule 3 in the agreement for costs that will be paid to Winnebago County for police services.

Contract/Agreement: Attached.

Legal Review: The State's Attorney's Office has reviewed the contract.

Follow-Up: n/a

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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN AGREEMENT WITH THE VILLAGE OF MACHESNEY PARK FOR
POLICE SERVICES**

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) 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 Winnebago County Sheriff's Office ("WCSO") has been delivering police services to the Village of Machesney Park ("Village") since the early 1980s; and

WHEREAS, the County of Winnebago, Illinois ("County") wishes to enter into an amended Agreement with the Village to continue to provide police services to the Village by the WCSO; and

WHEREAS, the County and the Village have agreed to an amended Agreement outlining the respective obligations of the County and the Village for the provision of police services, a copy of the Agreement is substantially the same as that attached as Exhibit A to this Resolution; and

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

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with the Village of Machesney Park, in substantially the same form as contained in Exhibit A.

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

JOSEPH V. CHIARELLI
CHAIR 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

**AMENDED POLICE SERVICES AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO AND THE VILLAGE OF MACHESNEY PARK**

This **Amended Police Services Agreement** (“Agreement”) is made by and among the County of Winnebago, an Illinois body politic and corporate (“County”), the elected Sheriff of Winnebago County (“Sheriff”) and the Village of Machesney Park, an Illinois municipal corporation (“Village”). The County and the Village shall each be a “Party” to this Agreement and collectively referred to as “Parties”. It is acknowledged by the Parties that, although the elected Sheriff of Winnebago County is a signatory to this Agreement, he is not a governmental entity for the purposes of this Intergovernmental Agreement.

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) 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 Village possesses the power and legal authority to provide law enforcement services within its jurisdictional boundaries; and

WHEREAS, the Village desires to amend the Agreement with the County to provide law enforcement services to the Village and its inhabitants; and

WHEREAS, the County agrees to render such law enforcement services through the Winnebago County Sheriff’s Office (“WCSO”) operated by the elected Winnebago County Sheriff; and

WHEREAS, the ongoing management of the relationship between the WCSO and the Village will generally be conducted by and through the offices of the Village Administrator and/or the Mayor; and

NOW THEREFORE, in consideration of the mutual covenants, conditions, performances, and promises contained herein, the Parties agree as follows:

1.0 SCOPE OF SERVICES.

The County will provide to Village the Base Law Enforcement Services (“Base Services”) listed in Schedule 1, which is attached hereto and is incorporated herein by reference, in the same manner, and with the same equipment, as is customarily provided by the County in its primary jurisdiction unless otherwise set forth herein. General law enforcement services performed hereunder may include, if requested by the Village, supplemental security support, supplemental

sworn officer support, and supplemental professional civilian support staff and if approved by the Sheriff.

2.0 ORGANIZATION.

The County will provide the Base Services through the following organizational structure:

2.1 **Machesney Park Division.** The County shall supply Base Services pursuant to this Agreement so that the Assigned Personnel (as hereafter defined) providing those Base Services are easily identifiable as members of the WCSO's Machesney Park Division to be distinguished from law enforcement services provided by the County outside of the Village.

2.2 **Chief Policing Officer.** The County, through the elected Sheriff or his/her designee, and with advice and input of the Village which will be strongly considered and where possible followed, shall designate an employee, certified pursuant to the requirements of Section 2.4 below, to act as the Chief Policing Officer ("CPO") for the Village. The CPO will coordinate Base Services delivery, attend Village Board and other public meetings as agreed upon by the Village and the Sheriff, ensure that the service set forth herein are maintained, prepare budget requests for presentation to the Village, schedule Assigned Personnel (as hereafter defined) required under this Agreement, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the Village. The CPO, whenever possible, should maintain office hours at the Village police station (Post 2). The CPO shall report directly to the Sheriff for all matters related to this Agreement.

2.3 **Village Oriented Focus.** The Village shall consult with the CPO on what law enforcement issues and priorities are of importance to the Village. and, to the extent that the Village's priorities communicated to the CPO are reasonable and do not run contrary to WCSO directives, the CPO will be empowered by the Sheriff to command the Machesney Park Division in such a manner as to provide Base Services while taking into consideration the directives suggested by the Village. The Village shall continue to provide input regarding both general and specific law enforcement issues and priorities throughout this Agreement, as they may change from time to time, and to make recommendation as to expectations for communication of law enforcement issues for the CPO or his designee. The Sheriff agrees to take into consideration the law enforcement recommendations of the Village. The CPO and all other Assigned Personnel providing services to the Village under this Agreement, in order to give official status to their actions, are authorized by the Village to provide such services.

2.4 **Patrol Shift Supervision.** The Sheriff will assign the number of WCSO supervisory personnel (“Supervisors”), as indicated in Schedule 2, which is attached hereto and is incorporated herein by reference. Each patrol shift shall have sufficient supervision in order to provide Base Services to the Village pursuant to this Agreement. The assigned Supervisors shall provide services as designated by and shall report directly to the CPO.

2.5 **Assigned Deputies.** The Sheriff shall assign the number of Sheriff’s deputies to the Village (“Assigned Deputies”), as indicated in **Schedule 2**, or as amended according to Section 6.3 of this Agreement. The Village and the WCSO shall timely set an annual meeting to review the roster of Assigned Deputies for the upcoming year. The Village shall be allowed to provide input on the roster. All Assigned Deputies shall be sworn members of the WCSO. The WCSO may assign personnel undergoing field training (Trainees) to Assigned Deputies working shifts in the Village who are WCSO training officers, but only when such training officers are present and on-duty. The Assigned Deputies shall provide Base Services to the Village as set forth in Schedule 1 at the direction and assignment of the CPO and Supervisors. The Assigned Deputies may not be permanently reassigned away from the Village by the WCSO unless and until the WCSO consults with the Village as to the need for said reassignment. To the extent possible, the Sheriff will consider and, where appropriate, give preference in assigning personnel to be a member(s) of the Assigned Deputies to officers who are residents of the Village.

2.6 **Work Location.** The Village, at no charge to the County, shall provide space (newly renovated and upgraded for 2024) for a substation to the WCSO at the Village Hall (also known as Post 2) located in Machesney Park, Illinois. County personnel identified in Sections 2.2, 2.4 and 2.5 (“Assigned Personnel”) above shall provide the Base Services exclusively within the Village limits, excepting requirements of investigative personnel to travel to locations outside of the Village in performance of investigative duties directly attributable to the Village. Assigned Personnel providing services under this Agreement may not be assigned to perform work or duties for the WCSO that do not pertain to the Village while they are on-duty in the Village, provided, however, the Sheriff may direct Assigned Personnel providing services under this Agreement to perform duties outside of the Village while they are on-duty in the Village should the Sheriff determine that there is a need to respond outside the Village in the usual and customary provision of mutual aid and backup to other law enforcement agencies or as is required pursuant to Section 14 of the Emergency Telephone System Act, 50 ILCS 750 *et seq.*

2.7 **Marking of Vehicles and Uniforms.** The vehicles and uniforms of the CPO, Supervisors and Assigned Deputies who are assigned full time to the Village under this Agreement shall display the Village as the primary agency. The WCSO badge shall be retained on the uniforms worn by Assigned Personnel providing services under this Agreement. Marked vehicles used by Assigned Personnel providing services under this

Agreement shall display a graphic, to be mutually agreed upon by the Sheriff and the Village, that indicates to the public that the marked vehicle is assigned to and is functioning as part of the Machesney Park Division of the WCSO. The Sheriff shall approve the design for an appropriate identification patch to be displayed on uniforms identifying the Assigned Personnel providing services under this Agreement as part of the Machesney Park Division of the WCSO. The Village shall supply, at its sole expense, any identification patches to be applied to the uniforms of Assigned Personnel providing services under this Agreement.

2.8 Sheriff to Retain Control. Consistent and in conformance with the provisions of this Agreement, the Sheriff shall retain control over all matters incidental to the performance of the police protection and law enforcement services provided to the Village herein, including, but not limited to, the Assigned Personnel assigned to provide services to the Village pursuant to this Agreement, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all personnel assigned to provide services under this Agreement. At no time shall any officer, official or employee of the Village undertake to direct any of the Assigned Personnel as to matters incidental to the performance of police protection and law enforcement services.

2.9 Village Employees. All Village employees who perform work in conjunction with the County pursuant to this Agreement shall remain employees of the Village and shall not have any claim or right to employment, civil service protection, salary, or benefits of claims of any kind from the County based on this Agreement. The Village Administration shall retain control over Village employees, any request for support services from Village Staff must be approved by the Village Administrator.

2.10 Authority to Enforce Laws and Regulations. While performing Base Services under this Agreement, all Assigned Deputies shall be authorized to enforce all Village codes, regulations, and ordinances.

2.11 No Liability to County for Payment of Sheriff's Department Wages. The Village shall not be called upon to assume any liability for the direct payments of any salaries, wages, benefits or other forms of compensation, collectively bargained or otherwise, to any Assigned Personnel providing services under this Agreement other than the required payments to the County set forth on Schedule 3.

3.0 REPORTING.

3.1 Division Reporting. The County shall, maintain data for the Machesney Park Division, which shall be within the Village boundary, and which data reporting shall be separate and apart from the County's countywide reporting, and shall present that data to the Village to

enable the Village to review criminal, traffic enforcement, dispatched calls for service, officer-initiated activity, and other such data as requested by the Village for events that occur solely within the Village. Further, the WCSO shall provide regular reporting and assessment of the data along with recommendations as to how services under this Agreement should be modified in order to address approved recommendations.

3.2 Communications; Reciprocal Notification. The Village shall notify the CPO when the Village has information about criminal activity it believes to be noteworthy for its extent or repetition. The CPO shall, as permitted by law, promptly notify the Village in the event of a significant criminal occurrence or other major event within the Village. A “significant criminal occurrence” shall be defined herein as those violent crimes recorded by the Federal Bureau of Investigation’s National Incident Based Reporting System (“NIBRS”) or other criminal activity the CPO and Village believe is important to communicate to each other.

3.3 Activity Reports. Each month, the Sheriff shall provide reports to the Village, on criminal and traffic activity within the Village limits. The reports shall include such information as requested by the Village provided such information exists and is readily obtainable from the records management system or computer aided dispatch systems. The Sheriff agrees to supply to Village detailed police reports and information as has been customarily shared in the past and as the Village otherwise requests from time to time unless State or Federal law prohibits such disclosure of information.

4.0 PERSONNEL AND EQUIPMENT.

4.1 Independent Contractor. The County is acting hereunder as an independent contractor.

4.1.1 Service Provided By County Employees. All County employees rendering services hereunder shall be considered employees of the County for all purposes. Nothing in this Agreement shall constitute an offer of employment by the Village or otherwise create and employer-employee relationship between the Village and employees of the County.

4.1.2 Employment Policies. Policies and procedures of the WCSO concerning the CPO, Supervisors and Assigned Deputies, and which govern employment terms and conditions, compensation, benefits, human resources policies, personal conduct of personnel, standards of performance and discipline and other such similar policies and procedures, will be administered solely by the WCSO as employer of the aforementioned personnel.

4.1.3 CPO Work Schedules. The Sheriff shall establish, in consultation with the

Village, the work schedule of the CPO, including requirements for attendance at certain specific events or meetings as generally described in Section 2.2 above.

4.1.4 Machesney Park Division Operational Command. Under the authority of the Sheriff, the CPO shall be in command of the operations at the Machesney Park Division and shall be responsible for the delivery of law enforcement services provided under this Agreement.

4.1.5 Village Right to Request Replacement of Assigned Deputies and Supervisors. The Village shall have the right to request the replacement of an Assigned Deputy and Supervisor providing services under this Agreement should the Village become dissatisfied by the performance of services provided or as a result of multiple citizen complaints or complaints from other public safety agencies about the performance of services provided by the Assigned Deputy or Supervisor. The Village may initiate the replacement process by delivering to the CPO a detailed report documenting the reason for the replacement request. The CPO shall submit said report to the Sheriff within forty-eight (48) hours of receipt of the detailed report. The Sheriff or a Sheriff's designee shall respond to the Village with a plan to replace the WCSO employee and provide a timeline to complete the replacement. The WCSO shall use its best efforts to effect the reassignment within thirty (30) days of the date of the Village's submission of the replacement request to the CPO.

4.1.6 Replacement of CPO. The CPO designated under paragraph 2.2 may be replaced in the following manner:

4.1.6.1 Village Request. The Sheriff will replace the CPO within a reasonable time of receipt of a written request from the Village outlining the reasons for said request. Any written request for replacement of the CPO shall be delivered to the Sheriff personally or by certified or registered mail. The Sheriff may request a meeting with representatives of the Village to discuss the request.

4.1.6.2 County Request.

A. The Sheriff may not replace the CPO unless:

1. The CPO has been assigned to the Village in that capacity for three (3) consecutive years; or
2. The Village agrees with the Sheriff's decision to replace the CPO; or

3. The Sheriff determines the replacement of the CPO is in the best interests of the County, the WCSO or the Village. In such instance, the Sheriff shall meet with the Village to explain the concerns and issues necessitating the replacement of the CPO.

B. The Sheriff shall provide the Village with a minimum of sixty (60) days' notice of its intent to replace the CPO. This notice shall be waived when circumstances dictate a more expedited schedule, in which case the Sheriff shall provide the Village with as much notice as practicable and reasonable under the circumstances.

C. The choosing of the replacement CPO shall follow the procedure set forth in Section 2.2 above for selection of the CPO.

D. Upon naming the replacement CPO, the Sheriff will notify the Village and, should circumstances permit, provide for a two-week training period for the replacement CPO to work on transition with the outgoing CPO.

4.2 CPO: Temporary Replacement. If the CPO assigned to the Village is absent or scheduled to be absent from duty for period in excess of fifteen (15) work days, the Sheriff shall, at the request of the Village, provide a temporary replacement for the CPO at the rank of Sergeant or above as soon as practicable, and until such time as the CPO is able to return to work at the Village. The Village may request a replacement CPO pursuant to Section 4.1.6 should it believe the continuing absence of the CPO is detrimental to the continued provision of Base Services.

4.3 Staffing. Standard shift staffing levels shall be as set forth in **Schedule 2** and shall consist of five (5) Assigned Deputies and a Supervisor, or supervision as assigned by WCSO, if for identifiable reasons, five (5) Assigned Deputies are temporarily not available, then there shall be a minimum of three (3) Assigned Deputies working per shift. The three (3) Assigned Deputies may be comprised of any combination of Assigned Deputies and Supervisors. The Sheriff is responsible to assure the Assigned Deputies are present twenty-four (24) hours a day, every day during the term of this Agreement. The Village shall be responsible for paying any overtime costs incurred in providing the staffing levels set forth above or for the provision of basic services under this Agreement. The CPO shall get prior authorization from the Village for overtime for staffing levels in excess of those set forth above or for the provision of services which are not provided as basic services under this Agreement.

4.4 Capital Equipment; Budgeting. After the initial year of this Agreement, and every year thereafter the CPO, in collaboration with the Village, and at least ninety (90) days prior to the end of the Village's Fiscal year, shall submit an annual budget for the Machesney Park

Division that will include payments due for Base Services as well as other required expenditures for equipment exceeding five thousand dollars (\$5,000.00) per item or group of like items (“Capital Equipment”). The Village shall ultimately have the right to approve the budgeted expenditures. Within Schedule 3, no new budgetary line items may be added as part of the Fee Schedule, during the term of this Agreement without the express written consent of the Parties. Once Capital Equipment expenditures are approved by the Village, the Village agrees to take necessary action to reimburse the County upon receipt of the quarterly invoice provided to the Village. All purchases of Capital Equipment for the Machesney Park Division shall be made by the County who will retain title and ownership rights during the term of this Agreement and be required to return title of such assets or such equipment to the Village upon the Village’s request. If Capital Equipment is damaged, and the cost of repair is less than the fair market value, the County shall generally be obligated to repair the Capital Equipment at no cost to the Village, if the cost of repair is greater than fair market value, then the Village shall receive a credit on the next monthly payment due under this Agreement equal to the fair market value of the damaged Capital Equipment. If the Village receives a credit as set forth, the payment for the replacement of the Capital Equipment for which the credit is given shall be the responsibility of the Village. If the County receives grant funding or other reimbursements for equipment items typically used by the WCSO and which falls under the definition of Capital Equipment under this Agreement, then the Village shall receive a credit for the proportionate share of funding received and only be required to reimburse the County for the remaining expenditure.

4.5 Equipment Replacement. Capital Equipment purchased by the County with funds provided by the Village for the purpose of providing services under this Agreement shall be maintained in a proper manner, and replaced at a point in time when it is mutually agreed that the equipment no longer meets the needs of the Machesney Park Division. In the event that the County auctions or otherwise sells Capital Equipment, the Village shall receive the economic benefit of such auction or sale in the form of a credit against Services or as otherwise agreed to between the Parties.

5.0 PERFORMANCE REVIEW SCHEDULE.

The Sheriff shall meet with the Village at least quarterly, or as requested by the Village from time to time, to discuss the County’s performance under this Agreement. The Village shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications consistent with the services required under this Agreement.

6.0 FEES.

6.1 Contract Amount. In consideration for the Base Services provided by the County as set forth in **Schedule 1**, the Village will pay to the County a monthly sum equal to one-twelfth (1/12) of the Annual Base Expenditure amount, and on a quarterly basis, the actual cost incurred for Variable Costs identified in Schedule 3. The Parties agree that the Contract amount for this Agreement shall be adjusted annually, including retroactively, to reflect any actual increase or decrease in the personnel costs incurred by the County in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 collective bargaining agreement between the County and its Deputy Sheriffs. The Parties may revisit the topic of direct bill after the fiscal year 2024-2025.

6.2 Billing. The Village will remit payment for services rendered within thirty (30) days after invoicing by the County. Payment shall be made to:

County of Winnebago
c/o Winnebago County Sheriff's
Office 650 West State Street
Rockford, IL 61102

6.3 Adjustment of Staffing Level. In the event the Village is unable to fund this Agreement in its entirety, the Village will notify the County in writing at least sixty (60) days prior to any requested changes regarding the level of staff services, and related capital equipment. The County shall make its best efforts to accommodate such staffing level changes requested by the Village. The Village may also request additional Assigned Personnel be added during the term of this Agreement at additional cost. Such additions shall be made by an addendum to this Agreement setting forth the costs the Village shall pay the County for such additional Assigned Personnel.

7.0 VILLAGE RESPONSIBILITIES.

In support of the County's providing the services under this Agreement, the Village agrees as follows:

7.1 Municipal Authority. The Village hereby confers necessary municipal police authority on the CPO, Supervisors and Assigned Deputies in enforcing Village municipal ordinances and criminal and traffic codes within Village boundaries, for the purposes of carrying out this Agreement.

7.2 INTENTIONALLY LEFT BLANK

7.3 No Assumption of Village Liability. The County and the WCSO, and their officers and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the Village, its officers, agents, or employees. The term “agent” in this Paragraph shall not include Assigned Deputies as defined in Paragraph 2.5 above.

7.4 Village to Provide Special Supplies. The Village shall supply, at its own cost and expense, any special supplies, including, but not limited to, stationery, notices, forms, equipment, insignias where such is required by the Village or must be issued in the name of the Village.

7.5 Village Prosecutor; Fine Revenue. Subject to annual approval by the State’s Attorney, the Village may continue to retain legal counsel to prosecute Village ordinance violations, including traffic citations, on its behalf. The Village shall remain entitled to fine revenue and impound fee revenue resulting from prosecution of violations occurring within the Village and as the Village is otherwise entitled to receive pursuant to State law, Illinois Supreme Court Rules and as may be determined by the Clerk of the Circuit Court for the 17th Judicial Circuit, Winnebago County.

7.6 Drug Forfeiture Revenue. Any revenue from forfeitures paid to or retained by the WCSO resulting from drug arrests by the Machesney Park Division within the geographic limits of Machesney Park (“Drug Forfeiture Revenue”), under State or Federal law, shall be reported to the Village within thirty (30) days of receipt. The WCSO shall annually apportion such Drug Forfeiture Revenue between the Village and the WCSO as follows: the WCSO shall retain the first fifteen thousand dollars (\$15,000.00) of the Drug Forfeiture Revenue. Any Drug Forfeiture Revenue in excess of fifteen thousand dollars (\$15,000.00) in any contract year shall be apportioned equally between the Village and the WCSO. It is acknowledged by the Parties that the Village’s portion of the Drug Forfeiture Revenue shall only be used for law enforcement and narcotics enforcement purposes as permitted by State or Federal law including but not limited to payment to the County for sums due under this Agreement. If the Agreement is terminated as provided herein, the portion of the Drug Forfeiture Revenue due to the Village shall be paid to the Village upon termination.

8.0 TERM

8.1. Initial Term. This Agreement will have an initial term from August 1, 2020, through April 30, 2024. The Parties acknowledge that this amendment to this Agreement is effective for a Term beginning May 1, 2024 to April 30, 2028.

8.2 Renewal. Renewal, for an additional four (4) years, shall be automatic unless notice of termination is given in writing as provided under Paragraph 9.0, subject to the

adjustments to the budget as provided in Section 4.4.

8.3 Subsequent Renewals. The Parties shall meet and confer in good faith twelve (12) months prior to the expiration of the then-current term to agree on any renewal or extension of this Agreement.

9.0 TERMINATION.

Either Party may terminate this Agreement as follows:

9.1 Written Notice Required. The Party desiring to terminate this Agreement shall provide eighteen (18) months' prior written notice to the other Party.

9.2 Transition Plan. Upon receipt of such notice, the Parties agree to complete within one hundred twenty (120) days, a plan for the orderly transition of responsibilities from the County to the Village prior to the end of the eighteen (18) months' notice period set forth above. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each Party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either Party. Upon completion of the transition plan, the parties shall then implement the transition plan for the balance of the 18-month period to ensure a smooth transition of policing responsibilities. Village, in its sole discretion, may request a shorter transition period.

9.3 Return of Equipment and Funds. Upon termination of this Agreement, the County shall deliver to the Village all equipment (including all vehicles and titles) used to provide services to the Village under this Agreement that was purchased (either directly or through reimbursement) with Village funds.

9.4 Discharge of All Obligations. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and except as otherwise provided herein, each Party shall be released from all obligations which would otherwise accrue subsequent to termination.

10.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to COUNTY OF WINNEBAGO shall be sent or delivered to:

Winnebago County Sheriff
650 West State Street
Rockford, IL 61102

Winnebago County Board Chairman
404 Elm Street
Rockford, IL 61101

With a copy to:
Winnebago County State's Attorney
Civil Bureau
400 W. State Street, Ste. 804
Rockford, IL 61101

Any notice to the VILLAGE OF MACHESNEY PARK shall be sent or delivered to:

Village Administrator
Village of Machesney Park
300 Roosevelt Road
Machesney Park, IL 61115

With a copy to:
Thomas A. Green Village Attorney
Barrick, Switzer, Long,
Balsley & Van Evera
6833 Stalter Drive
Rockford, IL 61108

11.0 INDEMNIFICATION.

11.1 County Responsibility. The County agrees to hold the Village harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the Village for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Assigned Personnel working under this Agreement. The County shall have no obligation to pay attorney's fees incurred by

the Village in excess of twenty thousand dollars (\$20,000) to dismiss the Village from any suit filed by a third party pursuant to this Paragraph.

11.2 Village Responsibility. The Village agrees to hold the County harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the County for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Village personnel working under this Agreement who are not County employees assigned herein for the purpose of performing required services. The Village shall not be required to provide worker's compensation insurance or worker's compensation benefits to Assigned Personnel assigned to the Village under this Agreement, nor shall the Village be required to provide general liability or police liability insurance. The Village shall be responsible for paying a pro rata share of the County's Law Enforcement Liability Insurance premium which, based on the CPO, Supervisors and the number of assigned deputies provided to the Village. This amount shall be included in the Budget which is provided in **Schedule 3** which shall be amended from time to time. Village shall also pay, over the term of the contract, an amount for Axon body cameras and tasers used by Assigned Personnel as set forth in **Schedule 3**.

11.3 Disability Benefits. The Village shall not be responsible for costs and requirements associated with long term disability benefits awarded for line of duty or non-line of duty injuries suffered by the CPO, Supervisors or Assigned Deputies while performing Base Services for the Village pursuant to this Agreement. These include, but are not limited to, requirements of the Public Employee Disability Act (5 ILCS 345/0.01 *et seq.*) or the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*), or other such laws now existing or implemented in the future regarding police officer injury and disability benefits. These shall be borne solely by the County as employer of the personnel defined in this Agreement.

11.4 Proof of Insurance. The County shall annually, or within ten days after a request made by the Village, provide the Village with proof of insurance covering all aspects of the County's duties and obligations under this Agreement, including but not limited to, general liability, automobile insurance, and umbrella coverage, naming the Village as an additional insured and provide each year an additional insured endorsement naming the Village.

12.0 AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County and the Village during the term of this Agreement

and for a period of three years after termination. Each party shall bear the costs of its respective audits.

13.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of all Parties with the same formalities as required for execution of this Agreement.

14.0 NO THIRD-PARTY BENEFICIARY.

The County and the Village agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the County or the Village.

15.0 LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

16.0 VENUE.

The laws of the State of Illinois shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Circuit Court of Winnebago County, Rockford, Illinois.

17.0 WAIVER OF DEFAULT.

Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

18.0 DISPUTE RESOLUTION

In the event disputes between the Village and the County should arise over the terms and conditions of this Agreement, the Sheriff and the Village, or their respective designees, shall attempt to resolve any problems on an informal basis. The venue for any suit brought by one Party against the other shall be in the Circuit Court for the 17th Judicial Circuit, Winnebago County or, if appropriate, in the U.S. District Court for Northern Illinois, Western Division. The prevailing Party in any legal action to enforce the terms and conditions of this Agreement shall be entitled to receive and collect from the non-prevailing Party the reasonable attorney's fees and court costs incurred by the prevailing Party.

19.0 ENTIRE AGREEMENT. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance and the provisions of this Agreement.

20.0 SEVERABILITY CLAUSE. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

In witness whereof, the Parties have executed this Agreement.

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

ATTEST:

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

Gary Caruana
Winnebago County Sheriff

Steve Johnson
Village President
Village of Machesney Park, Illinois

ATTEST:

Penny Miller
Deputy Village Clerk
Village of Machesney Park, Illinois

SCHEDULE 1

Base Law Enforcement Services

Base Law Enforcement Services shall include those services customarily provided in unincorporated Winnebago County, Illinois including but not limited to:

- 1. General Police Protection and Law Enforcement Services which shall include, at a minimum:**
 - a. Patrol activities**
 - b. Response to Citizen Complaints**
 - c. Response to calls for services as assigned by the Winnebago County PSAP or other PSAP as contracted by the Village**
 - d. Active Officer-initiated Enforcement Services**
 - i. Traffic patrol**
 - ii. Ordinance Violations**
 - e. Mutual aid to out-of-jurisdiction law enforcement agencies**
- 2. Investigative Services**
- 3. School Patrols**
- 4. Special Event**
- 5. Community Service Policing as Assigned**
- 6. All other ancillary services which are provided at no charge to other municipalities within Winnebago County, Illinois during the term of this Agreement and until such time as a fee is established for such services for all other municipalities.**

SCHEDULE 2

Staffing Schedule

- 1. Personnel Assigned:**
 - a. CPO: 1**
 - b. Patrol: 2 0**
 - c. Supervisor: 1 (see footnote #1)**
 - d. Detectives: as assigned**
- 2. Daily Schedule**
 - a. Patrol Officer – 20**
 - b. Supervisor – 1 (see footnote #1)**
 - c. Detective: as assigned**
- 3. Patrol – Staffing per Section 4.4 of this Agreement**

#1: For term years 2, 3, and 4 (ending April 30, 2028), Supervisor designation shall increase to 2 as designated under Personnel Assigned and Daily Schedule.

**SCHEDULE 3
FEE SCHEDULE**

Description	Term Year 1 5/1/24-4/30/25 Amount	
Base Law Enforcement Services		
Labor (fixed wages, benefits, taxes)		
1.0 CPO	\$ 208,972.22	
1.0 Sergeant - See Footnote #1	\$ 173,889.81	
1.0 Detective Services - See Footnote #2	\$ 380,000.00	
20.0 Patrol (avg. rate of patrol officers within County pool)	\$ 2,570,555.98	
1.0 Police Admin assistant	\$ 80,882.87	\$ 3,333,418.01
Fixed Operating Expenditures		
Records	\$ 78,764.45	
Night Differential - 10 @ 1.00/hr	\$ 21,900.00	
Liability Insurance - Law Enforcement*	\$ 30,327.90	
Axon Body Cameras/Tasers (\$580,373.61 annual) See Footnote #3	\$ 103,177.53	
General operational supplies (report forms)	\$ 1,000.00	
Total Annual Base Expenditure	\$ 3,649,470.76	
1/12 Base Expenditure	\$ 304,122.56	
Variable Costs (to be reimbursed quarterly based on actual costs incurred)		
Operating expenditures		
Fuel/Car Washes	\$ 100,000.00	
Squad repairs and maintenance	\$ 40,000.00	
Subscriptions, licenses & service fees		
Verizon Network Cards	\$ 4,500.00	
Starcom Maintenance	\$ 16,280.00	
Overtime	\$ 115,000.00	
Capital Equipment		
Squad Cars (1)	\$ 60,000.00	
Motorola radios (\$99,852k) See Footnote #4; Flock cameras \$38k - See Footnote #5	\$ 137,852.00	
Total Estimated Variable Costs	\$ 473,632.00	
Grand Total Estimated Cost	\$ 4,123,102.76	

* Total premium for 120 County Sworn Officers \$169,272;
based on 21.5 sworn officers =19.6% of premium

FOOTNOTES

- #1 For Term Years 2, 3 and 4 (ending April 30, 2028), 2 Sergeants shall be designated and amount adjusted accordingly.
- #2 The Detective services amount shall be \$400,000 for years 2, 3, and 4 (ending April 30, 2028)
- #3 Amount for Axon Body Cameras/Tasers shall be fixed at \$103,177.53 per year for all four years of term starting 2024-2025 through 2027-2028
- #4 The amount for Motorola Radios (\$99,852) is for FY 2024-2025 only
- #5 The amount for Flock cameras for term years 2, 3, and 4 shall be \$30,000.00.