

# **PUBLIC SAFETY and JUDICIARY COMMITTEE**

## **AGENDA**

**Called by:** Brad Lindmark, Chairman

**Members:** Aaron Booker, Jean Crosby, Tim Nabors, Angie Goral, Kevin McCarthy, Chris Scrol

**DATE:** WEDNESDAY, SEPTEMBER 20, 2023

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

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

Wednesday, June 14, 2023  
5:30 PM

**Present:**

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

**Others Present:**

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

**Absent:**

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

**AGENDA:**

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

**Call to Order**

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

### **Roll Call**

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

### **Approval of May 17, 2023 Minutes**

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

Motion passed by unanimous voice vote.

### **Public Comment**

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

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

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

- Discussion followed.

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

Motion passed by unanimous voice vote.

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

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

- Discussion followed.

Motion passed by unanimous voice vote.

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

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

- Discussion followed.

Motion passed by unanimous voice vote.

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

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

- Discussion followed.

Motion passed by unanimous voice vote.

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

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

- Discussion followed.

Motion passed by unanimous voice vote.

### **Future Agenda Items**

- ICJIA Grant

### **Adjournment**

Meeting to adjourn.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile  
Administrative Assistant

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

Wednesday, July 19, 2023  
5:30 PM

**Present:**

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

**Others Present:**

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

**Absent:**

Aaron Booker, **Vice Chairperson**  
Angie Goral

**AGENDA:**

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

**Call to Order**

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

**Roll Call**

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

**Approval of June 14, 2023 Minutes**

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

Motion passed by unanimous voice vote.

**Public Comment**

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

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

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

Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

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

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

Chairperson Lindmark called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

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

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

**Future Agenda Items**

None reported.

**Adjournment**

Chairperson Lindmark called for a motion to adjourn.

Motion and Second made by committee members.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile

Administrative Assistant



# Resolution Executive Summary

**Prepared By:** Purchasing Department for Winnebago County Sheriffs Office  
**Committee Name:** Public Safety and Judiciary Committee  
**Committee Date:** September 20, 2023  
**Board Date:** September 28, 2023  
**Resolution Title:** Resolution Awarding County Towing Service

## Budget Information

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

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

**Recommended By:** Anthony Miceli, Deputy Chief of Machesney Park

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

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

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

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

2023 CR

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**Resolution Awarding County Towing Service**

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

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

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

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

**HAAS TOWING**  
**2433 20<sup>TH</sup> Street**  
**Rockford, Illinois 61104**

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

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



Respectfully submitted,  
PUBLIC SAFETY AND JUDICIARY COMMITTEE

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**BID TAB**

**23B-2304 COUNTY TOWING SERVICE - WCSO**

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

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



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 20, 2023  
**Board Meeting Date:** September 28, 2023  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

**Budget Information:**

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

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

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

**Contract/Agreement:** Attached

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

**Follow-Up:** n/a

SPONSORED BY: BRAD LINDMARK

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

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

2023CR\_\_\_\_\_

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

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

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

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

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

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

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

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

Respectfully submitted,

**PUBLIC SAFETY AND JUDICIARY  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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

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

Attested by:

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

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

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

**WITNESSTH**

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

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

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

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

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

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

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

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

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

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

## 2. Ownership and Responsibility for Equipment

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

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

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

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

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

7. Rates and Billing

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

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

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

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

County of Winnebago  
404 Elm Street  
Rockford, IL 61101



Attn: Finance Department

8. Term and Termination.

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

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

10. Miscellaneous.

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

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

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

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

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

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

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

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

**COUNTY OF WINNEBAGO, ILLINOIS**  
 a Illinois body politic and corporate

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

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

**CITY OF LOVES PARK**, an Illinois municipal  
 corporation

\_\_\_\_\_  
 Gregory R. Jury  
 Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Robert J. Burden  
 City Clerk

Date: \_\_\_\_\_

## **EXHIBIT A**

### **LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY**

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

**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY LOVES PARK**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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