

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman
Members: Aaron Booker, Tim Nabors, Angie Goral, Kevin McCarthy, Chris Scrol, Michael Thompson

DATE: WEDNESDAY, FEBRUARY 19, 2025
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 18, 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 Accreditation Contract with the American Correctional Association (ACA)
- F. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department for Fire and EMS Dispatch Services
- G. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew Fire Protection District for Fire and EMS Dispatch Services
- H. Resolution to Award Annual Maintenance Agreement for X-Ray Scanners
- I. Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC
- J. Court Services Project Updates – Debbie Jarvis
- K. Future Agenda Items
- L. Adjournment

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

Monday, November 18, 2024
5:30 PM

Present:

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

Others Present:

Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Debbie Jarvis, Director of Court Services, Adult Probation
Julie McCray-Grotto, Deputy Director, Juvenile Detention Center
Chief Judge John Lowry, 17th Judicial Circuit Court
Rick Ciganek, Chief Deputy, Winnebago County Sheriff's Office
Rachel Carmack, PREA Coordinator, Juvenile Detention Center

Absent:

Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 16, 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 acknowledgment by the chair, please stand and state your name. Thank you.
- E. Debbie Jarvis, Director, Court Services: Juvenile Detention Center and Resource Intervention Center – Staffing Update
- F. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners - NDIL
- G. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners - SDIL
- H. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners – CDIL
- I. Resolution Authorizing Execution of an Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford
- 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, Mr. Booker yes, Ms. Crosby yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Scrol yes.

Approval of October 16, 2024 Minutes

Chairperson Lindmark called for a motion to approve the October 16, 2024 meeting minutes.

Motion: Ms. Goral. Second: Ms. Crosby.

The motion passed by a unanimous voice vote.

Public Comment

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

Debbie Jarvis, Director, Court Services: Juvenile Detention Center and Resource Intervention Center – Staffing Update

Ms. Jarvis gave a staffing update on the Juvenile Detention Center and Resource Intervention Center.

Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners - NDIL**Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners - SDIL****Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners – CDIL**

Chairperson Lindmark called for a motion to approve the three Resolutions Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners for the NDIL, SDIL and CDIL.

Motion: Ms. Crosby. Second: Ms. Goral.

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion passed by a unanimous voice vote.

Resolution Authorizing Execution of an Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

Chairperson Lindmark called for a motion to approve the Resolution.

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

Chairperson Lindmark called for any discussion.

- Discussion followed.

The motion passed by a unanimous voice vote.

Future Agenda Items

- No future agenda items reported.

Adjournment

Chairperson Lindmark called for a motion to adjourn.

Motion: Mr. McCarthy. Second: Ms. Goral.

The motion passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: February 19, 2025
Board Meeting Date: February 27, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Accreditation Contract with the American Correctional Association (ACA)

Budget Information:

Was item budgeted? no	Appropriation Amount: \$16,000
If not, explain funding source: Commissary Account	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The Winnebago County Jail is committed to maintaining the highest standards of safety, security, and operational efficiency in its facilities. In pursuit of this goal, we propose entering into an agreement with the American Correctional Association (ACA) to achieve accreditation for the jail.

The ACA accreditation process is widely recognized as the gold standard for correctional facilities, emphasizing compliance with rigorous operational and programmatic standards. Achieving accreditation will demonstrate the department’s dedication to accountability, transparency, and continuous improvement.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved 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

2025 CR

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN ACCREDITATION CONTRACT WITH THE AMERICAN CORRECTIONAL ASSOCIATION (ACA)

WHEREAS, the Winnebago County Jail is committed to maintaining the highest standards of safety, security, and operational efficiency in its facilities; and

WHEREAS, the American Correctional Association (“ACA”) exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with ACA standards in order to be accredited; and

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

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 Accreditation Contract with the American Correctional Association, 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

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

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

AMERICAN CORRECTIONAL ASSOCIATION
ACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Winnebago County Sheriff's Office hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Performance-Based Standards and Expected Practices for Adult Local Detention Facilities, fifth edition, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Adult Correctional Institutions, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:
 - a. Accepts the standards and criteria for accreditation, including subsequent modifications or amendments thereto;
 - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek accreditation for the following specified agencies, facilities or programs:

Winnebago County Jail

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the accreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
- d. Will strive at all times to achieve and/or maintain the accreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:
 - a. Use only standards approved by the American Correctional Association in the accreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
 - b. Provide information on the accreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
 - c. Conduct an orientation to the accreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the accreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded accreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
 - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay an accreditation fee in the amount of **\$16,000.00** which includes the cost on the performance monitoring visit payable without deduction or refund as stipulated in the following schedule:
 - a. In consideration of preparation, planning and activating the accreditation process for the herein named agency, facility or program which involves staff time and other expenses, **50%** of the total accreditation fee **\$8,000.00** shall be payable within 30 days from the commencement of this contract.
 - b. In consideration of completion of the standards compliance audit, the remaining **50%** of the total accreditation fee **\$8,000.00** shall be due 30 days after completion of the audit. **The total fee has to be paid in full to receive certificate of accreditation.**
 - c. Any payments shall be subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
4. The Agency hereby agrees to pay in addition to the accreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit necessary to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.
5. The Agency agrees to pay; in addition to the other accreditation fees provided herein, for the cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.

6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after accreditation is granted or the Contract is terminated pursuant to subparagraph b).
- b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.

The agency agrees to pay an audit re-scheduling fee of \$1,500 if the postponement of a scheduled audit is not completed at least 90 days prior to the scheduled audit. This postponement fee covers auditor rebooking fees and administrative costs.

- c. All accreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

Winnebago County Sheriff's Office

By: _____

Title: _____

Date: _____

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: _____

Facility: _____

Address: _____

Telephone Number: _____

Email: _____

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: February 19, 2025
Board Meeting Date: February 27, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department 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 Winnebago County Sheriff’s Office and the City of South Beloit are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the City of South Beloit 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 City of South Beloit Fire Department will generate approx. 1000 calls for service each and will pay the county \$15 dollars per fire dispatch.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved 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

2025 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH
BELOIT FIRE DEPARTMENT 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 City of South Beloit Fire Department (“City”) provides emergency fire and medical services; and

WHEREAS, the City of South Beloit Fire Department and the County have determined it would be in their best interests for South Beloit Fire to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within South Beloit 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 the City of South Beloit Fire Department, attached hereto as Exhibit A, and recommends contracting with South Beloit 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 City of South Beloit Fire Department, 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

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

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 _____, 2025 (“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 City of South Beloit, an Illinois municipal corporation, on behalf of South Beloit Fire Department (“City”). The County and the City are also collectively referred to herein as the “Parties” or individually as a “Party.”

WITNESSETH

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 the City 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, the City, through South Beloit Fire, provides emergency fire and medical services; and

WHEREAS, it has been determined by the corporate authorities of the City 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 City 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 City, 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 the City 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 the City'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 the City 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, the City 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. The City 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 the City for purposes of this Agreement and shall provide the County with a letter on City 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 City Policies and Procedures. County shall comply with all the City's written policies and procedures relating to the services provided herein. The City 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 the City 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. The City will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as the City's 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 for 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 for the City 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 City at the following address:

City of South Beloit
519 Blackhawk Blvd.
South Beloit, IL 61080
Attn: Finance Director

- c. The City 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 in writing 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. By either party 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 South Beloit Fire Department.
- 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 City of South Beloit: City of South Beloit
Attention Mayor's Office
519 Blackhawk Blvd.
South Beloit, IL 61080

Copy to: Attorney Roxanne Sosnowski
SosnowskiSzeto LLP
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

- 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.

<signature page follows>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory who 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: _____

CITY OF SOUTH BELOIT,
an Illinois municipal corporation

Tom Fitzgerald
Mayor

Date: _____

ATTEST:

Tracy Patrick
City Clerk
City of South Beloit, Illinois

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 South Beloit 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 SOUTH BELOIT FIRE

1. Repeater Transmit Frequency
2. Repeater Receive Frequency
3. Fire Ground Frequency

Still Alarm Tone

A tone

B tone

General Alarm Tones

A tone

B tone

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: February 19, 2025
Board Meeting Date: February 27, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew 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 Winnebago Sheriff’s Office and the Win-Bur-Sew Fire Protection District are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Win-Bur-Sew 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 Win-Bur-Sew Fire Protection District will generate approx. 700 calls for service each year and they will pay the county \$15 dollars per fire dispatch.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved 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

2025 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WIN-BUR-SEW 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 Win-Bur-Sew Fire Protection District (“Win-Bur-Sew Fire”) provides emergency fire and medical services; and

WHEREAS, the Win-Bur-Sew Fire Protection District and the County have determined it would be in their best interests for Win-Bur-Sew Fire to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within Win-Bur-Sew 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 the Win-Bur-Sew Fire Protection District, attached hereto as Exhibit A, and recommends contracting with Win-Bur-Sew 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 Win-Bur-Sew 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

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

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 Win-Bur-Sew Fire Protection District, a unit of local government (“Win-Bur-Sew Fire”). The County and Win-Bur-Sew 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 Win-Bur-Sew 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, Win-Bur-Sew Fire provides emergency fire and medical services; and

WHEREAS, it has been determined by the corporate authorities of Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew 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, Win-Bur-Sew 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. Win-Bur-Sew 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 Win-Bur-Sew Fire for purposes of this Agreement and shall provide the County with a letter on Win-Bur-Sew 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 Win-Bur-Sew Fire Policies and Procedures. County shall comply with all Win-Bur-Sew Fire 's written policies and procedures relating to the services provided herein. Win-Bur-Sew 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 Win-Bur-Sew 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. Win-Bur-Sew Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew Fire without such contribution. During the terms of this contract , the cost per dispatched call will not increase by an amount greater than the six (6) percent.

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

Win-Bur-Sew Fire Protection District
110 East Main Street
Winnebago, Illinois, 61088

Attn: Chief of Department

- c. Win-Bur-Sew 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 Win-Bur-Sew 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 Win-Bur-Sew Fire: Win-Bur-Sew Fire Protection District
 110 East Main Street
 Winnebago, IL 61088
 Attn: Chief of Department

Copy to: Win-Bur-Sew Fire Protection District Attorney

- 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 who 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: _____

WIN-BUR-SEW FIRE PROTECTION DISTRICT,
a unit of local government

Dave Dorit
Dave Dorit
Fire Chief

Date: *12-17-2024*

ATTEST:
Guy Cunningham
Board President

Date: *12/17/2024*

GUY CUNNINGHAM

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 Win-Bur-Sew 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 WIN-BUR-SEW 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: Purchasing Department on behalf of Facilities
Committee: Public Safety and Judiciary Committee
Committee Date: February 19, 2025
Resolution Title: Resolution to Award Annual Maintenance Agreement for X-Ray Scanners
Board Meeting Date: February 27, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$37,800
If not, explain funding source:	
ORG/OBJ/Project Code: See below	Budget Impact: \$37,800

Background Information: Annual maintenance agreement with AutoClear, LLC on seven County owned X-Ray machines. The agreement has been annually renewed since 2012.

12000-01721 Three X-Ray Scanners Criminal Justice Center \$16,200
12000-01056 One X-Ray Scanner Juvenile Justice Center \$5,400
12000-01526 One X-Ray Scanner Adult Probation 526 \$5,400
12000-27000 Two X-Ray Machines Public Safety Building (Courthouse Complex) \$10,800

MODEL: **AC6848** SERIAL # **121025P#235MESM**
MODEL: **AC6848** SERIAL # **130122P#08MESM**
MODEL: **AC6848** SERIAL # **130124P#09MESM**
MODEL: **AC6848** SERIAL # **121025P#236MESM**
MODEL: **AC6848** SERIAL # **121107P#253MESM**
MODEL: **AC6848** SERIAL # **121107P#252MESM**
MODEL: **AC6848** SERIAL # **121106P#249MESM**

Recommendation: Facilities Director, Shawn Franks, recommends approval. This maintenance agreement includes two radiation checks and calibrations per year/machine.

Contract/Agreement: The agreement is for one year. See Resolution Exhibit A.

Legal Review: Normal maintenance agreement

Follow-Up: Facilities Director will complete the annual registration of all building X-Ray scanning machines with IEMA.

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

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

2025 CR

RESOLUTION TO AWARD THE ANNUAL MAINTENANCE AGREEMENT FOR X-RAY SCANNERS

WHEREAS, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in 2012 from AutoClear, LLC; and,

MODEL: **AC6848** SERIAL # **121025P#235MESM**
MODEL: **AC6848** SERIAL # **130122P#08MESM**
MODEL: **AC6848** SERIAL # **130124P#09MESM**
MODEL: **AC6848** SERIAL # **121025P#236MESM**
MODEL: **AC6848** SERIAL # **121107P#253MESM**
MODEL: **AC6848** SERIAL # **121107P#252MESM**
MODEL: **AC6848** SERIAL # **121106P#249MESM**

WHEREAS, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

WHEREAS, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

WHEREAS, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400) per unit, for a total of THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$37,800); and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement, Resolution Exhibit A, and recommends renewal; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned purchase shall be as follows:

12000-01721:	3 X-Ray Machines	\$16,200
12000-01056:	1 X-Ray Machine	\$ 5,400
12000-01526:	1 X-Ray Machine	\$ 5,400
12000-27000:	2 X-Ray Machines	\$ 10,800

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Facilities Director is hereby directed and authorized to renew the AutoClear, LLC. Annual Maintenance Agreement with AutoClear, LLC and to issue a purchase order to AUTOCLEAR, LLC, 10A BLOOMFIELD AVENUE PINE BROOK, NJ 07058 in the amount of THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$37,800) for payment of the one-year agreement.

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 directed and authorized to prepare and deliver certified copies of this Resolution to the Facilities Director, Director of Purchasing, Finance Director, Board Office and County Auditor.

Respectfully submitted,
PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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



World Headquarters
 10A Bloomfield Avenue
 Pine Brook, NJ 07058 USA
 Tel. 1.973.276.6000
 Fax. 1.973.227-0832
 info@autoclear.com

**AUTOCLEAR X-RAY INSPECTION SYSTEMS
 ANNUAL MAINTENANCE AGREEMENT**

Account: Winnebago County
Address: 650 West State St.
 Rockford, IL 61101
 Attn: Kaitlyn Anderson

Coverage Level: Full Coverage **Date Issued:** 1/14/2025
Contract Effective Date: 2/1/2025 **Contract Expiration Date:** 1/31/2026

Model	Serial Number	Unit Address*	Unit Coverage Price
6848	121025P#235		\$5,400.00
6848	121025P#236		\$5,400.00
6848	121106P#249		\$5,400.00
6848	121107P#252		\$5,400.00
6848	121107P#253		\$5,400.00
6848	130122P#08		\$5,400.00
6848	130124P#09		\$5,400.00
Contract Total:			\$37,800.00

*If different from billing account address

Customer Signature _____ Position/Title _____ Date _____

Accepted by Autoclear, LLC.: _____ Date: _____

AUTOCLEAR, LLC. AGREES TO PROVIDE, AND THE CUSTOMER AGREES TO ACCEPT, MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE COVERAGE LEVEL CHOSEN AND THE TERMS & CONDITIONS AS OUTLINED ON PAGE TWO (2) OF THIS CONTRACT. AUTOCLEAR, LLC GENERAL TERMS & CONDITIONS APPLY.



World Headquarters
10A Bloomfield Avenue
Pine Brook, NJ 07058 USA
Tel. 1.973.276.6000
Fax. 1.973.227-0832
info@autoclear.com

AUTOCLEAR ANNUAL MAINTENANCE AGREEMENT TERMS & CONDITIONS

Autoclear, LLC's sole obligation is to complete services as defined under the contract terms for the coverage level selected within the stated effective agreement dates for all listed Autoclear manufactured X-ray equipment. All Autoclear annual maintenance agreements include one preventative maintenance (PM) service per machine, per contract year, unless otherwise stated. It is the responsibility of the end-user to request/schedule all services within the contract dates. All services will be performed during Autoclear normal business hours (8:00 AM – 5:00 PM local time, Mon. – Fri., excluding holidays).

This maintenance agreement does NOT extend to (1) damage resulting from accident, misuse, neglect, or improper installation, maintenance, or application; (2) damage resulting from elemental or environmental factors including, but not limited to, moisture, heat, corrosive materials, abrasives, or pollutants; or (3) damage or loss in transit, including transit within the grounds of the initial installation facility. This contract is VOID when service or repairs are performed by service personnel not authorized by Autoclear, or when any system or part is altered without consent from Autoclear, LLC. This contract is extended only to the issued contract holder/end user and is NOT TRANSFERABLE to subsequent users.

No responsibility, or liability for consequential loss or damage, can be assumed by Autoclear, LLC. for vendor/supplier delays, acts of nature, decrees or acts of government, strikes, delays in transportation, unavailability of replacement parts, interruption of business of either party, or other causes beyond Autoclear's control. Damage, as defined in this contract, refers to physical harm caused to the X-ray scanning system and its external components in such a way as to impair its value, usefulness, or normal function, including dings, nicks, dents, misalignment, etc. The following is considered negligence or abuse of the X-ray scanner and/or its components:

- Misuse or abuse of x-ray scanner by the operator. This includes, but is not limited to:
 - Cutting/splicing/tearing of any cables or cords
 - Removing or damaging any buttons on the X-ray system, including the keyboard or operator control panel (OCP)
 - Liquids coming into contact with mechanical or electronic components
 - Cutting/damaging/removing lead curtains or conveyor belt
 - Dropping or physical damage to the monitor, OCP, or related components
 - Tampering with or removing any components of the X-ray scanner system without Autoclear's authorization
- Any damage caused by a 3rd party not authorized or trained by Autoclear, LLC. on how to operate, troubleshoot, or repair a scanner
- Any damage caused by storage or operation in an area where scanner can be exposed to rain, snow, sleet, wind, debris, and animals
- Careless movement (banging, collision, excessive force, etc.) or improper storage of scanner that results in damage

Environmental conditions that are the responsibility of the end-user are:

- Excessive heat/moisture/dust where scanner is located
- Unstable or uneven flooring
- Insubstantial or unstable electrical input

For proper usage & storage guidelines, please refer to the Autoclear X-ray Systems User's Manual.

AUTOCLEAR, LLC. AGREES TO PROVIDE, AND THE CUSTOMER AGREES TO ACCEPT, MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE COVERAGE LEVEL CHOSEN AND THE TERMS & CONDITIONS AS OUTLINED ON PAGE TWO (2) OF THIS CONTRACT. AUTOCLEAR, LLC GENERAL TERMS & CONDITIONS APPLY.



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of Animal Services
Committee: Public Safety and Judiciary Committee
Committee Date: February 19, 2025
Resolution Title: Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC
Board Meeting Date: February 27, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$150,000
If not, explain funding source:	
ORG/OBJ/Project Code: 77000-41120	

Background Information: The Winnebago County Animal Services Department has been in desperate need of a full-time Veterinarian and has been unable to fill this position. To ensure compliance on medical treatment, the team has previously worked with this company to support the needs of this facility.

The contract allows for 3 times per week and 4 hours per visit, which is billed in the sum of \$3,600 bi-monthly. If additional services are needed the facility has the ability to request additional support at an hourly rate of \$150 per/hour. This expense is offset by the Veterinarian salary.

This service helps to alleviate the strain of resources and stress of the animals requiring spay/neuter surgeries travelling to Madison, Wisconsin by providing this service at the facility, as well as some additional medical treatment that would be provided at an off-site veterinary clinic.

In order to keep the required treatments provided to the animals, the department would like to enter into a one-year agreement for Veterinarian services with Shelter Vet On-The-Go, PLLC or until such time when a full-time veterinarian is hired.

Recommendation: Jennifer Stacy, Animal Services Administrator, recommends awarding a one-year agreement with Shelter Vet On-The-Go, PLLC or until such a time when a full-time veterinarian is hired.

Contract/Agreement: The agreement is for one year. See Resolution Exhibit A.

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

Follow-Up: The Purchasing Department will route the agreement for signatures.

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

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

2025 CR

**RESOLUTION AWARDING A VETERINARIAN SERVICES AGREEMENT BETWEEN WINNEBAGO
COUNTY ANIMAL SERVICES AND SHELTER VET-ON-THE-GO, PLLC**

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 \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, the County of Winnebago Animal Services Department (Animal Services) has been looking to hire a full-time veterinarian and has been unable to secure one on a permanent basis; and

WHEREAS, due to the fact that there is no current staff at Animal Services that possesses the licenses for necessary medical treatment and vaccines for shelter animals, thus qualifying this as an Emergency Procurement based on section 2-357 (f) of the County Purchasing Ordinance: *Emergency procurements*. Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency"; and

WHEREAS, Animal Services would like to enter into a one-year agreement with Shelter Vet On-The-Go, PLLC for veterinary services or until such time when a full-time veterinarian is hired; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Service Agreement with Shelter Vet On-The-Go, PLLC, Resolution Exhibit A, and recommends awarding a one-year agreement; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has determined that the funding for the aforementioned shall be as follows:

77000-41120

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, a one-year Agreement with SHELTER VET-ON-THE-GO, PLLC, 646 SHILOH ROAD, ROCKFORD, ILLINOIS 61107.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect 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 Animal Services Administrator, Director of Purchasing, Finance Director, 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

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

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



Shelter Vet On-the-Go, PLLC

646 Shiloh Road
Rockford, IL 61107
DrBridgetHolck@gmail.com
(815) 980-9426

Winnebago County Animal Services

4517 North Main Street
Rockford, IL 61103
JStacy@wcas.wincoil.gov
(815) 319-4100

SERVICE AGREEMENT

Shelter Vet On-the-Go, PLLC (hereinafter "SVO") shall provide veterinary services to Winnebago County Animal Services (hereinafter "CLIENT") pursuant to the terms and conditions herein. This contract is effective from *** through *** and shall continue in full force and effect unless or until canceled by either party, as set forth in the Terms and Conditions.

SVO agrees to provide veterinary services at CLIENT's location three times per week for four hours per visit (hereafter "REGULAR TIME") during the term of this Agreement. CLIENT agrees to pay SVO the sum of \$3,600 bi-monthly for such REGULAR TIME. Hours which are in addition to such REGULAR TIME (hereinafter "ADDITIONAL TIME") shall be invoiced to CLIENT separately and shall be paid pursuant to the Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. The ADDITIONAL TIME shall be billed at the rate set forth below. SVO shall not provide ADDITIONAL TIME unless requested and APPROVED by CLIENT. Discounts shall be given for any given week SVO is not present on site for the full scheduled REGULAR TIME.

Description	Quantity	Unit Price	Total
Veterinary Services		\$150 / hr	

Materials ordered under the license of the SVO veterinarian can only be used under the direct orders of such licensed veterinarian. Any controlled substances ordered using the on-site veterinarian's licenses can only be used under the direct supervision of such licensed veterinarian. Failure to comply with these parameters will be cause for immediate termination of this service agreement.

The undersigned CLIENT hereby agrees to the foregoing schedule and payment structure and further represents that they have read, understand, and agree to all terms and conditions included with this Agreement.

Signed: _____ Shelter Vet On-the-Go, PLLC representative

Signed: _____ CLIENT representative

Date: _____

TERMS AND CONDITIONS

SHELTER VET ON-THE-GO, PLLC

1. INSURANCE. The parties to the Agreement shall each maintain their own professional liability insurance policies at not less than the minimum required amounts pursuant to Illinois statutes. SVO shall maintain adequate worker's compensation insurance as well as all necessary automobile policies.

2. CANCELTATION. Either party can terminate the Agreement for any reason by giving not less than seven (7) days written notice to the other party.

3. INDEMNIFICATION. SVO hereby agrees to indemnify and hold the Client, Winnebago County, Illinois, and the Client and Winnebago County's employees and elected and appointed officials free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of Dr. Bridget Holck, and/or SVO officers, employees and representatives, in the performance of Dr. Bridget Holck's and/or SVO's duties set forth in these Terms and Conditions and in the Service Agreement signed by SVO and the Client.

4. PROFESSIONAL CONDUCT. SVO officers and employees shall conduct themselves in a professional manner at all times while at CLIENT's premises and present themselves appropriately during their hours of service.

5. EQUIPMENT. CLIENT shall work directly with SVO in ensuring that CLIENT has available to it proper and necessary equipment, as well as adequate exam and prep areas available to allow SVO to perform the contemplated veterinary services.

6. RIGHT TO REFUSE. SVO maintains the right, in SVO's sole discretion, to refuse to address any injury or perform any procedure for CLIENT and CLIENT's animals. SVO will make all decisions regarding the procedures and treatments to be carried out and shall make all efforts to get CLIENT's approval for any deviation from standard procedures prior to making such deviations. However, SVO shall have the right to take extraordinary measures without CLIENT's approval if, in the professional opinion of SVO, such procedures are necessary.

7. LATE CHARGES. All invoices are subject to the Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

8. JURISDICTION AND VENUE. In the event that either party seeks to enforce their rights under this Agreement, such suit shall be governed by the laws of the State of Illinois and the case shall be brought in the 17th Judicial Circuit Courts of Winnebago County, Illinois.

9. NO AGENCY. SVO shall at all times under this Agreement be an independent contractor and in no way considered an employee of CLIENT.

10. COSTS. Neither party shall have the authority to bind the other to any contract, cost, or expense without the express written authority of the other party.

11. ALTERNATE SCHEDULING. SVO shall have the right, with the approval of the CLIENT, to substitute days and times of the REGULAR HOURS on an equal basis.

12. NO ASSIGNMENT OR AMENDMENT. This Agreement may not be amended or assigned without the express written permission and agreement of both parties hereto.