

# **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:** MONDAY, AUGUST 18, 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 July 14, 2025 Minutes

D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

E. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Greater Rockford Airport Authority for Fire and EMS Dispatch Services

F. Resolution Authorizing the Winnebago County Board Chairman to Execute an Agreement with Target Solutions Learning, LLC, d/b/a Vector Solutions, to provide Frontline Public Safety Solutions Software for the Office of Professional Standards

G. Future Agenda Items

H. Adjournment

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

Monday, July 14, 2025  
5:30 PM

**Present:**

Brad Lindmark, **Chairperson**  
Angie Goral  
Kevin McCarthy  
Tim Nabors  
Chris Scrol  
Michael Thompson

**Others Present:**

Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives  
(Staff Liaison)  
Rick Ciganek, Chief Deputy, Winnebago County Sheriff's Office  
Slade Berry, ESDA Coordinator, Winnebago County

**Absent:**

Aaron Booker

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of June 16, 2025 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. Resolution Authorizing Execution of an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022)
- F. Future Agenda Items
- G. Adjournment

**Call to Order**

Chairperson Lindmark called the meeting to order at 5:31 PM.

**Roll Call**

Chairperson Lindmark yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Nabors yes, Mr. Scrol yes, Mr. Thompson yes.

A quorum is present.

**Approval of June 16, 2025, Minutes**

Chairperson Lindmark called for a motion to approve the minutes of the June 16, 2025, meeting.

Motion: Mr. Thompson. Second: Ms. Goral.

The motion was 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.

**Resolution Authorizing Execution of an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022)**

Mr. Berry provided the committee with background information on MABAS, as well as additional details and benefits of joining the organization.

- Discussion followed.

Motion: Mr. Nabors. Second: Mr. McCarthy.

Chairperson Lindmark called for any discussion.

- Discussion followed.

Chairperson Lindmark called for a vote on the motion.

The motion was passed by a unanimous voice vote.

**Future Agenda Items**

- Ms. Dokken reported that the Criminal Justice Coordinating Council held an event on Friday, July 11, 2025, at the Radisson Hotel in Rockford with 215 registrants. The topic, concerning human trafficking, was very informative and well-received. The video will be posted on the Winnebago County CJCC page of the website.

**Adjournment**

Chairperson Lindmark called for a motion to adjourn.

Motion: Mr. Nabors. Second: Mr. Thompson.

The motion was 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:** August 18, 2025  
**Board Meeting Date:** September 4, 2025  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Greater Rockford Airport Authority for Fire and EMS Dispatch Services

### Budget Information:

<b>Was item budgeted?</b>	N/A	<b>Appropriation Amount:</b>
<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 Winnebago County Sheriff's Office and the Greater Rockford Airport Authority are entering into an agreement in which the County 911 Center will provide Fire Dispatch Services for the Rockford Airport Fire Department. Transitioning to the state-of-the-art County 911 Center marks a significant step toward enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

**Recommendation:** Approve the agreement. The Greater Rockford Airport Authority (Rockford Airport Fire) will generate approx. 100 calls for service each year.

**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  
Submitted by: Public Safety & Judiciary Committee

2025 CR\_\_\_\_\_

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT WITH THE GREATER ROCKFORD AIRPORT  
AUTHORITY FOR FIRE AND EMS DISPATCH SERVICES**

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**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 Greater Rockford Airport Authority (Rockford Airport Fire) provides emergency fire and medical services; and

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

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement with Rockford Airport Fire, attached hereto as Exhibit A, and recommends contracting with Rockford Airport 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 Greater Rockford Airport Authority, 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, 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.

ATTESTED BY:

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

\_\_\_\_\_  
**JOSEPH V. CHIARELLI**  
CHAIRMAN 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 24<sup>th</sup> day of July, 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 The Greater Rockford Airport Authority, a unit of local government ("Rockford Airport Fire"). The County and Rockford Airport 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 Rockford Airport 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**, Rockford Airport Fire provides emergency fire and medical services; and

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

The Greater Rockford Airport Authority  
36 Airport Dr  
Rockford, IL 61109  
Attn: Chief of Department

- c. Rockford Airport 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 The Greater Rockford Airport Authority.

- 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 :                 The Greater Rockford Airport Authority  
36 Airport Dr  
Rockford, IL 61109  
Attn: Chief of Department

Copy to:               Thomas J. Lester  
Allen Galluzzo Hevrin Leake, LLC  
839 N. Perryville Road, Suite 200  
Rockford, IL 61109

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.

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

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

**COUNTY OF WINNEBAGO, ILLINOIS**

a body politic and corporate

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

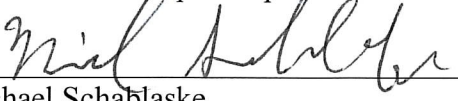
Date: \_\_\_\_\_

ATTEST:

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

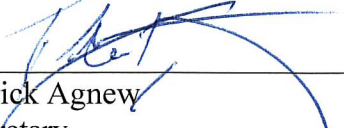
Date: \_\_\_\_\_

**THE GREATER ROCKFORD AIRPORT AUTHORITY,**  
an Illinois municipal corporation

  
\_\_\_\_\_  
Michael Schablaske  
Chairman, Board of Commissioners

Date: 7/24/25

ATTEST:

  
\_\_\_\_\_  
Patrick Agnew  
Secretary

Date: 7/24/25

## **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 The Greater Rockford Airport Authority 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 THE GREATER ROCKFORD AIRPORT AUTHORITY**

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

Still Alarm Tone

A tone 1473.1

B tone 1514.2

General Alarm Tones

A tone 1473.1

B tone 2334.6

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



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** August 18, 2025  
**Board Meeting Date:** September 4, 2025  
**Resolution Title:** Resolution Authorizing the Winnebago County Board Chairman to execute an Agreement with Target Solutions Learning, LLC, d/b/a Vector Solutions, to provide Frontline Public Safety Solutions Software for the Office of Professional Standards

## Budget Information:

<b>Was item budgeted?</b>	Yes	<b>Appropriation Amount:</b> \$39,649.60
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	<b>Descriptor:</b>	

**Background Information:** The Frontline Public Safety Software, provided by Target Solutions Learning, LLC d/b/a Vector Solutions, offers comprehensive applications for documenting and tracking recruiting and background investigations, academy and field training, mandated training requirements, use-of-force incidents, internal affairs cases, complaints, vehicle pursuits, and fleet management. The system also features the most advanced Early Intervention System currently available on the market.

**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  
Submitted by: Public Safety & Judiciary Committee

2025 CR \_\_\_\_\_

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**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO  
EXECUTE AN AGREEMENT WITH TARGET SOLUTIONS LEARNING, LLC, d/b/a VECTOR  
SOLUTIONS, TO PROVIDE FRONTLINE PUBLIC SAFETY SOLUTIONS SOFTWARE FOR THE  
OFFICE OF PROFESSIONAL STANDARDS**

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**WHEREAS**, the Winnebago County Sheriff's Office (County) recognizes the need for advanced documenting and tracking of recruiting and background investigations, academy and field training, mandated training requirements, use-of-force incidents, internal affairs cases, complaints, vehicle pursuits, and fleet management; and

**WHEREAS**, Frontline Public Safety Software, provided by Target Solutions Learning, LLC d/b/a Vector Solutions, offers the most advanced, comprehensive applications for documentation; and

**WHEREAS**, the County and Target Solutions Learning, LLC d/b/a Vector Solutions have determined it would be in their best interests to partner for services, pursuant to the terms of the Agreement attached hereto as Exhibit A; and

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with Target Solutions Learning, LLC d/b/a Vector Solutions, attached hereto as Exhibit A, and recommends contracting with Target Solutions Learning, LLC d/b/a Vector Solutions under the terms set forth in the Agreement.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with Target Solutions Learning, LLC d/b/a Vector Solutions, 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**

<hr/> BRAD LINDMARK, CHAIR	<hr/> BRAD LINDMARK, CHAIR
<hr/> AARON BOOKER	<hr/> AARON BOOKER
<hr/> ANGIE GORAL	<hr/> ANGIE GORAL
<hr/> KEVIN MCCARTHY	<hr/> KEVIN MCCARTHY
<hr/> TIM NABORS	<hr/> TIM NABORS
<hr/> CHRIS SCROL	<hr/> CHRIS SCROL
<hr/> MICHAEL THOMPSON	<hr/> MICHAEL THOMPSON

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

ATTESTED BY:

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

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

## Master Software as a Service Agreement

### Editions

January 2025

This Vector Solutions Master Software as a Service Agreement (the “Agreement”) is between the Vector Solutions entity identified in the initial Order Form (as defined below) (“We”, “Us” or “Our”) and the Vector Solutions customer identified in the initial Order Form (“You” or “Your”) (each a “Party” and collectively the “Parties”). The Agreement is effective as of the date set forth in the initial Order Form (the “Effective Date”) and governs Your license, purchase and ongoing use of the Services (as defined below). Order Form shall mean any document (including any “Schedule A”) setting forth, among other things, the Services that You are licensing or purchasing from Us and the pricing therefor.

### 1. SERVICES.

1.1. Access and Use. We grant You a non-exclusive, non-transferable, non-sublicensable, revocable authorization to remotely access and use the software as a service offering and other services identified in any effective Order Form (the “Services”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions (such persons, Named Users (as defined below)). For clarification and unless otherwise provided in an Order Form, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection. We also grant you the limited right to use any reports and information provided by Us to You subject to the restrictions of Section 9 (Confidentiality) herein.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage, including via e-mail, or a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>. Tier 1 Support Services and other ancillary services may be provided by personnel who do not reside in the U.S. or are not U.S. citizens.

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, “Change”) any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more Order Forms. Each Order Form, including the initial Order Form, incorporates and shall incorporate this Agreement by reference.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Named Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, students and agents You authorize to access and use the Services You are licensing during the term set forth in the applicable Order Form. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities. If you are a higher education institution, in no event will your Named Users exceed the number of students enrolled at Your institution as of the Effective Date.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.=

2.4. Audit of Service Usage. We will have the right, upon reasonable prior notice to You, at a mutually agreeable time, and no more than once in a twelve-month period to either audit or have an independent audit firm selected by Us audit You and/or Your platforms where our Software is installed or Services are used, and all backup files related to the Services to verify compliance with this Agreement. Such audit will be conducted at Our expense. In the event that an audit reveals that You have failed to pay the fees consistent with the number of Named Users/Use of the Services, You will remit to Us, the applicable fees for the overuse, based on the then-current per-unit rate on the applicable Order Form or invoice and reimburse Us for all reasonable fees and costs incurred in connection with such audit.

### **3. FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. The rates are fixed for the initial Term in Schedule A. Price increases may be negotiated at subsequent renewals by written consent by all parties, not to exceed 3%. Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. shall govern payment terms. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars, Canadian Dollars or as specified in the applicable Order Form. We will invoice You in advance and all undisputed invoices are due and payable pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due and owing for the Term. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive

a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to the Services, including our LMS, other software, technology (including development tools made available to You) and the course content, test results, survey data, website and any other services We provide, including all documentation associated with the foregoing. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. We reserve all rights not expressly granted by Us to You hereunder.

4.2. You shall own all rights, title, and interest in and to Your added software, Your content, Your email addresses and personal information of Your Named Users You entered into the database, or any of Your customers or users. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or other personally-identifiable information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.3. You recognize that We regard the software We have developed to deliver the Services and the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential

information and in no event with less care than is reasonably required to protect the confidentiality of the Services. Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity to access Services without authorization under this Agreement for such access. These obligations apply to You regardless of the means through which the Services are delivered to You (i.e., electronically (software as a service), by download or by email of a PDF).

4.4. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, and logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

4.5. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, We have a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Services provided to You, and nothing herein shall be construed as prohibiting Us from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

## 5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety (90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, Your license to the Services shall automatically terminate, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding the foregoing, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and (i) that breach is incapable of cure, or (ii) with respect to a material breach capable of cure, the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. The non-breaching Party's notice shall describe the breach in sufficient detail for the Defaulting Party to identify the breach and, if curable, fashion a cure. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of

the date of termination as Your only remedy. If We terminate this Agreement due to Your material breach (including a failure to pay any amounts due under any Order Form), then, in addition to any other remedies We have relating to such breach, we have the right to accelerate and demand payment in full of all amounts owed for the remainder of the term of the Order Form(s).

5.3. Termination for Non-Appropriation. Public entities or institutions whose operating budgets are legislatively approved annually may terminate an automatic renewal or subsequent years of a multi-year term if funding for continuing the Services is not approved provided that You deliver written notice to Us of such non-appropriation within thirty (30) days following approval of the operating budget.

5.4. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## **6. MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

WE MAKE NO PROMISE THAT USE OF THE SERVICES WILL PREVENT SEXUAL ASSAULT, ALCOHOL OR

OTHER DRUG ABUSE, SEXUAL HARASSMENT, STALKING, DATING/DOMESTIC VIOLENCE, BULLYING, OR HAZING FROM OCCURRING, OR THAT THE SERVICES WILL NOT OFFEND SOME WHO USE IT. WE WILL NOT BE RESPONSIBLE FOR ANY COSTS, LEGAL FEES, OR DAMAGES RESULTING FROM ANY CLAIM MADE AGAINST YOU BY ANYONE WHO USES THE SERVICES.

IF YOU UPLOAD ANY PERSONALLY-IDENTIFIABLE INFORMATION TO THE PLATFORM OR THE SERVICES THAT IS NOT NECESSARY FOR US TO DELIVER THE SERVICES, THEN WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES RESULTING FROM CLAIMS RELATING TO THE UPLOADING OR UNAUTHORIZED DISCLOSURE OF SUCH INFORMATION UNDER ANY CIRCUMSTANCES.

6.3. Disclaimer of Third-Party Content. If You upload or incorporate third-party content, which includes Your content, to our platform or Services, the third-party content providers, or You in the case of Your content, are responsible for ensuring such content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4. Sensitive PII. Sensitive PII and PHI are defined as follows:

- (i) Social Security number;
- (ii) Driver's license number, state or country identification card number, passport number, military identification number, or any other unique identification number issued on a government document commonly used to verify the identity of a specific individual;
- (iii) Financial account number or credit/debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;
- (iv) Health information (as defined in 45 CFR § 160.103 of the HIPAA Privacy Rule);
- (v) A username or email address, in combination with a password or security question and answer that would permit access to an online account.

(Collectively, "Sensitive PII").

Sensitive PII is not necessary for the effective operation of Our Services, and Our systems are not intended for the storage or processing of Sensitive PII. If You upload Sensitive PII to Our systems or Services without Our prior written consent, We shall not be responsible or liable for any unauthorized disclosure of Your Sensitive PII.

6.5. None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

## **7. LIMITATION OF LIABILITY.**

**7.1. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR**



**CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide infringes or violates any intellectual property right of any person. Section 8.1 shall not apply to the extent the underlying allegation of a claim arises from: (i) modifications to Our platform or Services not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such modification; (ii) combination of Our platform or Services with other products, applications, or processes not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such combination; or (iii) any breach of this Agreement by You, Your affiliates or any Named Users.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, except for attorneys' fees, arising out of or resulting from any third-party claim that any document, courses, intellectual property or personally-identifiable information You provide, incorporate into or upload to our platform or the Services infringes or violates any intellectual property right or privacy right of any person. In the event You are prohibited by law from indemnifying Us, You shall not upload any third party content to our platform.

## **9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Agreement, any Order Form(s), the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the

Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other Party to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed.

The above confidentiality provisions shall apply only to the extent permissible under applicable Open Records Laws and Freedom of Information Acts.

## **10. MISCELLANEOUS.**

10.1. Assignment. You may not assign or transfer any or all of its rights without Our prior written consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets; provided however that (i) You shall not assign this Agreement to any of our competitors, (ii) You provide Us with prior written notice of the assignment, including the identity of the assignee, and (iii) the assignee agrees in writing to be bound by all of the terms and conditions set forth herein and in Your then currently-effective Order Form(s).

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, except where (i) You are a public entity or institution in which case the applicable state, or provincial law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions, or (ii) YOU ARE LOCATED IN A U.S. DOMESTIC DEPENDENT NATION OR JURISDICTION OUTSIDE OF THE UNITED STATES IN WHICH CASE YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE YOUR SOVEREIGN IMMUNITY FOR ANY CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, AND YOU CONSENT TO ANY VIOLATION OF INTELLECTUAL PROPERTY CLAIMS BEING BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICTION. Your waiver of sovereign immunity and consent to claims being brought in a U.S. federal or state court are essential elements of this Agreement. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement. .

10.3. Export Regulations. All content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You

acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. Amendment or Modification. We may amend or modify these Terms and Conditions at any time. If we modify or amend these Terms and Conditions, the changes will become effective upon any renewal of an Order Form.

10.6. No Waiver. No waiver of this Agreement shall be effective unless in writing and signed by the Parties.

10.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.8. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.9. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.10. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any renewal term of this Agreement – it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by You and purporting to govern Your use of the Services will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions.

10.11. Invoice. We will issue to You an invoice upon execution of each Order Form. Any invoicing requirements specific to You must be notified to Us in writing prior to the execution of the Order Form. Any costs associated with Your invoicing requirements shall be borne by You.

10.12. Representations or Warranties: in the event We breach any representation or warranty that You have presented to Us and is not set forth in the Agreement, or is included in an attachment, exhibit, form, or schedule that You have provided, to the maximum extent permitted by applicable law, Your

sole remedy will be to terminate the Agreement for cause in accordance with Agreement within thirty (30) days following the date you discover or should have discovered the breach.

10.13. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data consistent with [www.vectorsolutions.com/dpa](http://www.vectorsolutions.com/dpa) (the “**Vector DPA**”). To the extent any term of any data processing or similar agreement You present to Us and we agree to conflict with any term of the Vector DPA, the applicable term(s) of the Vector DPA will supersede and prevail.

10.14. Data Breach Costs. In the event of a breach of data under Our care, custody and control caused solely and directly by Our negligence, We shall control and bear the costs of (a) complying with Our legal obligations relating to such breach, (b) providing notice to affected individuals, and (c) providing notice to government agencies, credit bureaus, and/or other entities to the extent required by applicable law.

10.15. Reserved.

10.16. Special Terms and Conditions; Service-Specific Terms and Conditions. See <https://www.vectorsolutions.com/additional-terms-and-conditions/> for special terms and conditions and the service-specific terms and conditions incorporated by reference into this Agreement.

10.17. Entire Agreement. This Agreement and each Order Form represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, invoice, or Order Form related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any purchase orders, invoices, online procurement terms, agreements or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the Effective Date.



**TargetSolutions Learning, LLC Order Form  
Schedule A**

**Date:** Monday, August 11, 2025

**Client Information**

<b>Client Name:</b> Winnebago County Sheriff's Office and County of Winnebago, Illinois	
<b>Address: Winnebago County Sheriff's Office</b> 650 W. State St. Rockford, IL 61102	
<b>Primary Contact Name:</b> Kurt Whisenand	<b>Primary Contact Phone:</b> 8153196017

**Agreement Term**

<b>Effective Date:</b> 10/31/2025	<b>Initial Term:</b> 12 months
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**Invoicing Contact Information** (Please fill in missing information)

<b>Billing Contact Name:</b>		
<b>Billing Address:</b> 650 W. State St. Rockford, Illinois 61102		<b>Billing Phone:</b>  <b>Billing Email:</b>
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

**Annual Fee(s)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
FL-DORTracker	DOR Tracker	Digital Daily Observation Report system that simplifies field training documentation, tracks trainee progress, and ensures consistency across public safety training programs.	30	\$1,080.00	\$1,080.00
FL-FTOTracker	FTO Tracker	Comprehensive tool that streamlines the Field Training Officer process by organizing evaluations, tracking trainee development, and standardizing training documentation.	333	\$4,960.00	\$4,960.00
FL-PerfTracker	Performance Tracker	Software for managing employee evaluations, tracking goals, and supporting continuous performance improvement within public safety agencies.	400	\$11,203.20	\$11,203.20
FL-ProStandards	Professional Standards Tracker	Centralized solution for documenting, managing, and reviewing internal affairs, complaints, and professional standards cases to ensure accountability and transparency.	400	\$11,203.20	\$11,203.20
FL-TrainingTracker	Training Tracker	Comprehensive software that helps agencies manage, track, and ensure compliance with training requirements for law enforcement, dispatch, and public safety personnel.	400	\$11,203.20	\$11,203.20

Annual Total: \$39,649.60

**One-Time Fee(s)**

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Total (including Annual and One-Time): \$39,649.60**

*This is not an invoice.*

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
2. Fees, during the Initial Term shall not be increased. Price increases may be negotiated at subsequent renewals by written agreement by all parties, not to exceed 3% per each term of renewal.
3. All undisputed invoices are due and payable pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM , UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

**Signatures**

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions

Winnebago County Sheriff's Office

4890 W. Kennedy Blvd, Suite 300  
Tampa, FL 33609

650 W. State St.  
Rockford, IL 61102

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

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

Printed Name: Ben Laird

Printed Name: Kurt Whisenand

Title: President, Frontline

Title: Security Director & Professional Standards  
Coordinator

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

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

County of Winnebago, Illinois

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

Joseph V. Chiarelli

Title: Chairman of the County Board  
of the County of Winnebago, Illinois

Attest:

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

Board of the County of Winnebago,