

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

DATE: MONDAY, JUNE 15, 2026

Members: Aaron Booker, Angie Goral, Kevin McCarthy, Tim Nabors, Chris Scrol, Michael Thompson

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 May 18, 2026 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 Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
- F. Resolution Authorizing the Winnebago County Board Chairman to Execute an Amendment to Lease Agreement by and between Harlem Township and the County of Winnebago, Illinois
- 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, May 18, 2026
5:30 PM

Present:

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

Others Present:

Marlana Dokken, Director, Chairman's Office of Criminal Justice
Initiatives (Staff Liaison)
Rick Ciganek, WCSO

Absent:

Michael Thompson

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 13, 2026 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 that are pending before the ZBA, the Zoning Committee, or the County Board. Personnel matters, 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 the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS)
- F. Resolution Authorizing the Winnebago County Chairman to Request a Modification to the Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System
- G. Future Agenda Items
- H. Adjournment

Call to Order

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

Roll Call

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

A quorum is present.

Approval of April 13, 2026 Minutes

Chairperson Lindmark called for a motion to approve the minutes of the April 13, 2026, meeting.

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

Chairperson Lindmark called for a vote on the motion to approve the minutes.

The motion was passed by a unanimous voice vote.

Public Comment

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

Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS)

Motion: Chairperson Lindmark. Second: Mr. Nabors.

Chairperson Lindmark provided information on the resolution.

- A discussion followed.

Chairperson Lindmark called for a vote on the motion.

The motion was passed by a unanimous voice vote.

Resolution Authorizing the Winnebago County Chairman to Request a Modification to the Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System

Motion: Chairperson Lindmark and Mr. McCarthy. Second: Mr. Nabors.

Chairperson Lindmark and Ms. Dokken provided information on the resolution.

- A discussion followed.

Chairperson Lindmark called for any further discussion.

Chairperson Lindmark called for a vote on the motion.

The motion was approved, with Mr. Nabors and Mr. Scrol voting in opposition.

Future Agenda Items

- Drone Presentation Update.
- National Police Week 2026 - May 10-16, 2026.

Adjournment

Chairperson Lindmark called for a motion to adjourn.

Motion: Mr. Scrol. Second: Mr. Booker.

The motion was passed by a unanimous voice vote.

The meeting was adjourned.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: June 15, 2026
Board Meeting Date: June 25, 2026
Resolution Title: Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement

Budget Information

Was item budgeted? N/A	Approximate Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: N/A

Background Information: This resolution authorizes the County of Winnebago to participate in the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement in accordance with the Illinois Emergency Management Act and applicable County ordinances. The agreement formalizes the County's commitment to coordinated emergency response efforts with other participating jurisdictions throughout Illinois.

The resolution recognizes that emergency and disaster situations may exceed the personnel, equipment, and material resources available to the Winnebago County Emergency Management Agency/Emergency Services and Disaster Agency when acting independently. Participation in the mutual aid system allows the County to both request and aid during emergencies as operational conditions permit.

Through this agreement, Winnebago County strengthens regional emergency preparedness, enhances intergovernmental cooperation, and improves the ability to protect residents, property, and critical infrastructure during disasters and other emergency incidents. Adoption of the agreement supports continuity of emergency operations and ensures the County remains an active partner in statewide emergency management and mutual aid coordination.

Recommendation: Approve Intergovernmental Agreement

Contract/Agreement: Reviewed by the State's Attorney's Office

Follow-Up: n/a

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chair
Submitted by: Public Safety & Judiciary Committee

2026 CR

**RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS
EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT
TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A
MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT**

WHEREAS, the County Board of the County of Winnebago, Illinois has long since, pursuant to Ordinance (*Chapter 30, Article II of the Winnebago County Code of Ordinances*), established an Emergency Management Agency/Emergency Services and Disaster Agency of Winnebago County, Illinois pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Winnebago County Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County of Winnebago, Illinois, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the County of Winnebago, Illinois allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the County of Winnebago, Illinois to provide as much as possible for assistance to the residents of the County of Winnebago, Illinois and other Members of said Mutual Aid Service Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, as follows:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the County of Winnebago, Illinois, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

Section 3: That the Winnebago County Board Chairman be and is hereby authorized to execute, on behalf of the County of Winnebago, Illinois said Agreement and that the Winnebago County Clerk is authorized to attest to said Agreement.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Board Office, County Sheriff and County ESDA Coordinator.

**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 _____ 2026.

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

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: June 15, 2026
Board Meeting Date: June 25, 2026
Resolution Title: Resolution Authorizing the Winnebago County Board Chairman to Execute an Amendment to Lease Agreement by and between Harlem Township and the County of Winnebago, Illinois

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: N/A

Background Information: Since April 1, 2004, Harlem Township and the County of Winnebago, Illinois have been parties to a 20-year lease agreement for the Winnebago County Sheriff's Office to lease a Township-owned building located at 819 Melbourne Avenue, Machesney Park, Illinois for storage of motor vehicles and specialty equipment. Harlem Township and the County desire to renew the lease for an additional 20 years, with a term ending March 31, 2044.

Recommendation: Staff concurs.

Contract/Agreement: Yes.

Legal Review: Legal review conducted by State's Attorney's Office.

Follow-Up: n/a

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chair
Submitted by: Public Safety & Judiciary Committee

2026 CR

RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN HARLEM TOWNSHIP AND THE COUNTY OF WINNEBAGO, ILLINOIS

WHEREAS, on April 1, 2004, Harlem Township and the County of Winnebago, Illinois entered into a 20-year lease agreement (the "Lease") for the Winnebago County Sheriff's Office to lease a Township-owned building located at 819 Melbourne Avenue, Machesney Park, Illinois for storage of motor vehicles and specialty equipment; and

WHEREAS, the Lease expired on April 1, 2024 and has continued on a month-to-month basis without either party seeking an extension; and

WHEREAS, Harlem Township and the County of Winnebago desire to exercise the option to formally renew the Lease for an additional 20-year period, with a term ending March 31, 2044; and

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

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 Amendment to Lease Agreement by and between Harlem Township and the County of Winnebago, Illinois, in substantially the same form as contained in Exhibit A; and

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 _____ 2026.

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

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "**Amendment**") is made and entered into as of the 22nd day of May, 2026 ("**Effective Date**"), by and between Harlem Township of Winnebago County Illinois ("**Lessor**") and the County of Winnebago, Illinois, a unit of local government ("**Lessee**") with Lessor and Lessee each being referred to as a "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS, Lessor and Lessee are parties to a certain Lease Agreement having a twenty year term commencing on April 1, 2004 and ending on March 31, 2024, a copy of which is attached hereto as "Exhibit A" (the "**Lease**"); and

WHEREAS, as of April 1, 2024, the Lease has continued on a month-to-month basis without either party seeking extension of the Lease; and

WHEREAS, the Parties desire to exercise the option to renew referenced in paragraph 2.B. of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Extension of Term.** The Parties hereby agree that the option to renew referenced in paragraph 2.B. of the Lease is deemed exercised as if it had been done timely and that the term of the Lease shall now expire on March 31, 2044.
2. **Ratification.** Except as specifically modified by this Amendment, all other terms, covenants, and conditions of the Lease shall remain in full force and effect. The parties hereby ratify and confirm the Lease as amended herein.
3. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.
4. **Headings.** The headings to the paragraphs of this Amendment are solely for the convenience of the Parties and shall not be used to explain, modify, or aid in the interpretation of the Lease.
5. **Conflict.** To the extent that the terms of the Lease conflict with the provisions of this Amendment, this Amendment shall control. All other provisions of the Lease not in conflict with this Amendment shall remain in full force and effect.
6. **Governing Law.** This Amendment shall be governed by the laws of the State of Illinois.

7. **Counterparts/Electronic Signature.** This Amendment may be executed in any number of counterparts and by facsimile copy or “PDF” copy delivered by electronic mail, or by electronic signature such as “DocuSign,” each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Lessor:

Harlem Township,
Winnebago Illinois

By: _____
Aaron McKnight
Township Supervisor

Lessee:

County of Winnebago, Illinois,
a unit of local government

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

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

DAVID F. JOHNSON, COUNTY CLERK WITHIN AND FOR SAID COUNTY, AND HAVING A SEAL DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF THE RECORD OF:

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE WITH HARLEM
TOWNSHIP FOR USE OF A STORAGE BUILDING

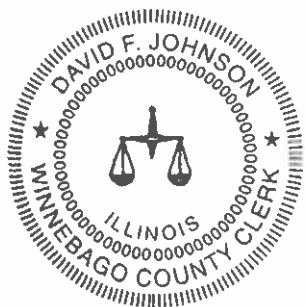
WITH THE ORIGINAL RECORD THEREOF NOW REMAINING IN MY OFFICE, AND HAVE FOUND THE SAME TO BE A CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL RECORD.

IN TESTIMONY WHEREOF I HAVE HEREWITH SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY, AT THE CITY OF ROCKFORD, IN SAID COUNTY,

THIS 22ND DAY OF APRIL A.D., 2004

DAVID F. JOHNSON WINNEBAGO COUNTY CLERK

BY: Connie Hoffman DEPUTY COUNTY CLERK



RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2004 CR

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE WITH HARLEM TOWNSHIP FOR USE OF A STORAGE BUILDING

WHEREAS, Harlem Township recently constructed a storage building on its property located at 819 Melbourne Avenue, Machesney Park, Illinois and has offered to lease that building, for a nominal amount, to the County of Winnebago for use by the Winnebago County Sheriff's Department for the storage of motor vehicles and specialty equipment; and

WHEREAS, the Winnebago County Sheriff has indicated the Sheriff's Department needs more storage space in the Machesney Park area, and the Sheriff recommends the County enter into a long term lease with Harlem Township for the use of the aforesaid storage building; and

WHEREAS, it is in the best interest of the citizens of Winnebago County, Illinois for the County Board to enter into a long term lease with Harlem Township for the use of the aforesaid storage building.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized and directed to enter into a lease agreement with Harlem Township for the use of storage building located at 819 Melbourne Avenue, Machesney Park, Illinois.

BE IT FURTHER RESOLVED, that any lease agreement entered into by the Chairman pursuant to the authority granted in this resolution shall contain substantially the same terms as the agreement attached hereto and marked as "Exhibit A".


BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, the Winnebago County Auditor, and to Douglas Aurand (Harlem Township Supervisor, 819 Melbourne Avenue, Machesney Park, Illinois 61115-1634).

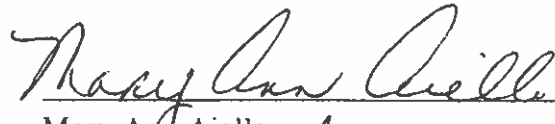
Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Rick Pollack, Chairman




Chris Johnson



Mary Ann Aiello

John Sweeney



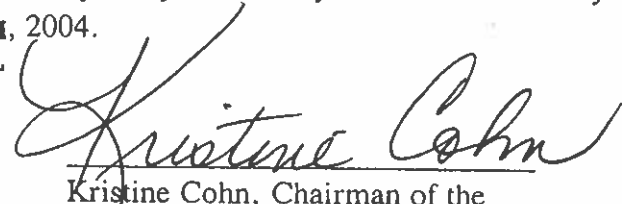
Jim Webster



Tuffy Quinonez

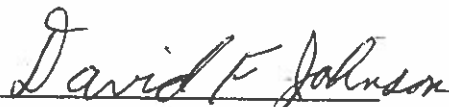
George Anne Duckett

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 22ND day of ~~MARCH~~ **APRIL**, 2004.



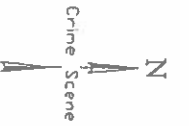
Kristine Cohn, Chairman of the
County Board of the County of
Winnebago, Illinois

ATTEST:



David Johnson, Clerk of the
County Board of the County
of Winnebago, Illinois

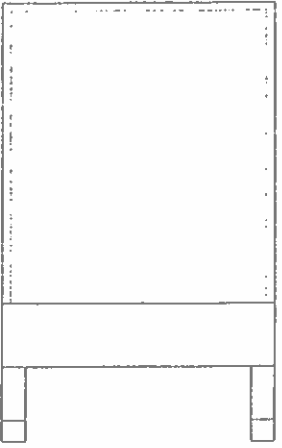
Melbourne Avenue



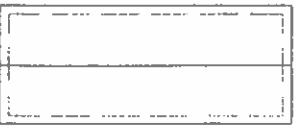
Highway Storage Garage



Salt Shed



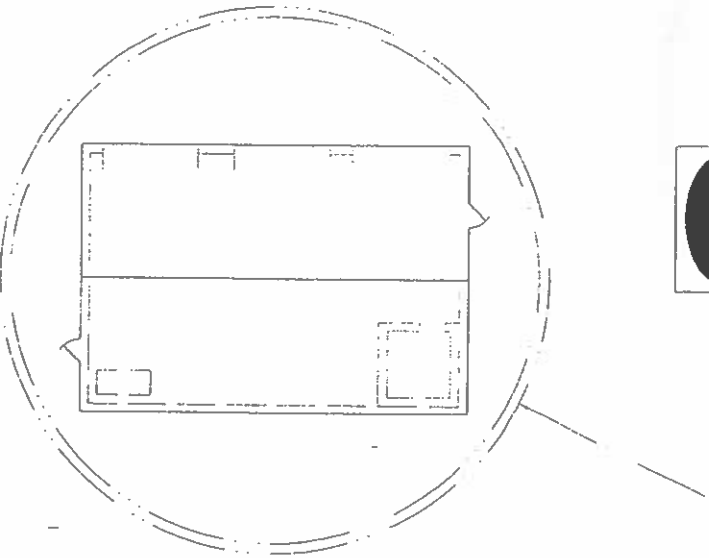
Highway/Town Storage Building



Fuel pump



Building #2



LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____, 2004, between Harlem Township and the County of Winnebago.

Whereas, Harlem Township is willing to allow the Winnebago County Sheriff to utilize a storage building owned by Harlem Township and located on Township property at 819 Melbourne Avenue, Machesney Park, Illinois; and

Whereas, the Winnebago County Sheriff would like to be able to use the aforesaid storage building for long term storage space for motor vehicles and other specialty equipment possessed and used by the Winnebago County Sheriff's Department; and

Whereas, the County of Winnebago is willing to lease the aforesaid storage building from Harlem Township for use by the Winnebago County Sheriff's Department as storage space.

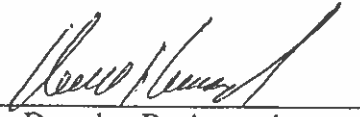
Now, therefore, in consideration of the covenants contained herein, Harlem Township (hereinafter referred to as "Lessor") and the County of Winnebago (hereinafter referred to as "Lessee") agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee, for use by the Winnebago County Sheriff's Department, the storage building (hereinafter referred to as "storage building") owned by Lessor and located at 819 Melbourne Avenue, Machesney Park, Illinois. The exact location of the storage building is more specifically depicted on the diagram attached hereto and marked as "Exhibit A".
2. **TERM.**
 - A. The term of this Lease shall be twenty (20) years; with a commencement date of April 1, 2004 and an expiration date of March 31, 2024.
 - B. Lessee shall have the option to renew this Lease Agreement for an additional twenty (20) year term, upon the same conditions as are contained herein, by giving Lessor written notice of its intent to renew within sixty (60) days prior to the expiration of the original lease term.
3. **RENTAL.** Lessee shall pay an annual rental of One Dollar (\$1.00) for the lease of the storage building. The rental payment shall be made in advance on or before April 1 of each year.
4. **USE.** The Winnebago County Sheriff's Department shall have exclusive use of the storage building during the term of this Lease. The Sheriff's Department may use the storage building for any lawful purpose, including, but not limited to, the storage of motor vehicles and specialty equipment.
5. **UTILITIES.** The storage building shall be metered for utility usage separately from Lessor's other buildings. Utilities provided to the storage building shall be billed to Lessee, and Lessee shall be responsible for the full and timely payment of those utilities.

6. **MAINTENANCE.** Lessor shall, at its expense, maintain the structural components and exterior of the storage building in good repair. Lessee shall, at its expense, maintain the interior of the storage building in good repair. Lessee shall also, at its expense, be responsible for the maintenance of the storage building's light fixtures, overhead door openers, furnace, and any other fixtures added by Lessee.
7. **IMPROVEMENTS.** Lessee may make any improvements it desires to the interior of the storage building. Any such improvements shall be at Lessee's sole expense. Upon the expiration of this Lease, all improvements made and/or fixtures added to the storage building by Lessee shall become the property of Lessor.
8. **INSURANCE.**
- A. Lessor shall at its expense insure the storage building against damage from fire, wind, and other casualties in an amount equal to the replacement cost of the structure. Lessor also agrees to maintain insurance (by self insurance or otherwise) against any liability claim arising out of any construction, maintenance, or other action involving the exterior of the storage building and the surrounding area. Lessor shall be the primary insurer against any such claims. Lessor shall not have an obligation to obtain insurance covering any personal property stored in the storage building.
- B. Lessee shall at its expense obtain insurance coverage for all personal property kept in the storage building by the Sheriff's Department. Lessee also agrees to insure (by self insurance or otherwise) the interior of the storage building against any liability claim arising out of any construction, maintenance, or other action involving the interior of said structure. Lessee shall be the primary insurer against any such claims.
9. **INGRESS AND EGRESS.** During the term of this Lease, Lessee, its employees, agents and all Winnebago County Sheriff's Department personnel shall have 24 hour per day, 7 day per week access on and over the property located at 819 Melbourne Avenue, Machesney Park, Illinois for the purpose of gaining ingress to and egress from the storage building.
10. **ASSIGNMENT.** Lessee shall not assign this Lease, nor mortgage or encumber the storage building, nor sublet or suffer or permit the storage building or any part thereof to be used by any entity other than the Winnebago County Sheriff's Department without Lessor's prior written consent.

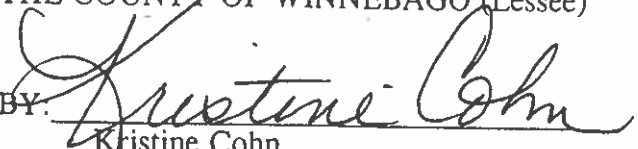
HARLEM TOWNSHIP (Lessor)

BY:


Douglas R. Aurand
Township Supervisor

THE COUNTY OF WINNEBAGO (Lessee)

BY:


Kristine Cohn
Winnebago County Board Chairman

RESOLUTION

6-R-2004

LEASE AGREEMENT WITH WINNEBAGO COUNTY AND HARLEM TOWNSHIP FOR USE OF NEW SHERIFF'S STORAGE BUILDING

WHEREAS, Harlem Township was successful in obtaining State Grant money to build a new storage building to house the Winnebago County Sheriff's Emergency vehicles,

WHEREAS, this building is about to be completed and turned over to the Winnebago Sheriff's Department in the next sixty (60) days,

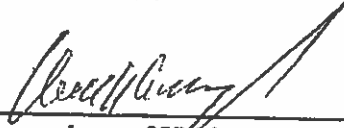
NOW THEREFORE BE IT RESOLVED by the Supervisor and the Board of Trustees of Harlem Township that:

By adoption of this resolution the Board of Trustees of Harlem Township, hereby authorize the Supervisor to enter into a lease agreement (copy of such agreement attached) for a period of twenty (20) years at a cost of one dollar (\$1.00) per year.

FURTHER, the Clerk of Harlem Township shall attest to the same after the signature of the Supervisor of Harlem Township.

PASSED THIS 8TH DAY OF MARCH 2004

APPROVED:



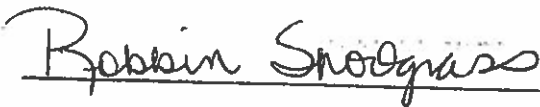
Supervisor of Harlem Township
Douglas Aurand

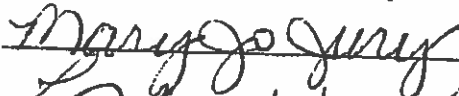
ATTEST:




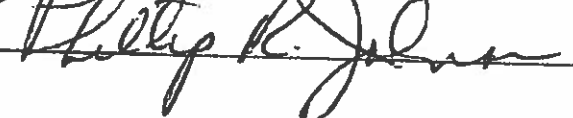
Clerk of Harlem Township
Sheryl Crowley

TRUSTEES:









Ayes: 5

Nays: 0

Absent: 0

Abstain: 0