

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Burt Gerl, Chairman

Members: Aaron Booker, Brad

Lindmark, Tim Nabors, Angie Goral,

Kevin McCarthy, Dorothy Redd

DATE: WEDNESDAY, MARCH 17, 2021

TIME: 5:30 PM

LOCATION: VIRTUAL MEETING - ZOOM
(WINNEBAGO COUNTY YOUTUBE
LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 1, October 15 and November 19, 2020 Public Safety Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety 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 for Approval of an In-House Position of Winnebago County Criminal Justice Council (CJCC) Administrator
- F. Resolution for Approval of Intergovernmental Agreement for South Beloit High School Resource Officer Program
- G. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
- H. Animal Services Revised Web Site Overview
- I. Other Matters
- J. Adjournment

**Winnebago County Board
Public Safety Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Thursday, October 1, 2020
5:30 PM

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
Paul Arena
Mike Zintak

Absent:

Fred Wescott

Others Present:

Steve Chapman
Pat Thompson, County Administrator
Marilyn Hite Ross, State's Attorney
Dr. Sandra Martell, Public Health Administrator
Dave Kurlinkus, Deputy State's Attorney
Carol Hartline, Attorney
Tom Jakeway, Trial Court Administrator
Anna Grzelak, Circuit Court
Dave Kelley, County Board Member
Burt Gerl, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 17, 25 and 29, and July 15, 2020 Minutes
- D. Public Comment
- E. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women Grant
- F. Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement between Winnebago County, 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
- G. Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Liaison between Winnebago County, Illinois and Tommy Meeks
- H. Other Matters
- I. Adjournment

Mr. Fellars called the meeting to order at 5:46 PM.

Motion to approve the minutes of June 17, 25 and 29, and July 15, 2020

Moved: Mr. Zintak, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Public Comment

Mr. Fellars omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women Grant

Motion by Mr. Zintak and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement between Winnebago County, 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.

and

Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Liaison between Winnebago County, Illinois and Tommy Meeks

- Items F and G will be moved to the next Public Safety Committee meeting.

Motion by Mr. Fellars and Seconded by Mr. Zintak.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to Adjourn. Moved: Mr. Fellars, Seconded: Mr. Zintak.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

**Winnebago County Board
Public Safety Committee Meeting**
Virtual Meeting - Zoom
(Winnebago County YouTube Live)

Thursday, October 15, 2020
5:30 PM

Present:

Angie Goral
Dan Fellars
Dorothy Redd
Paul Arena

Others Present:

Pat Thompson, County Administrator
Dave Kurlinkus, Deputy State's Attorney
Marilyn Hite Ross, State's Attorney

Absent:

Aaron Booker
Fred Wescott
Mike Zintak

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution for Tommy Meeks 2020
- E. Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
- F. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance, Inc. for the Jail Alternative Treatment Program
- G. Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement with the Forest Preserves of Winnebago County for Police Services
- H. Other Matters
- I. Adjournment

Mr. Fellars called the meeting to order at 5:30 PM.

Public Comment

Mr. Fellars omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution for Tommy Meeks 2020

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance, Inc. for the Jail Alternative Treatment Program

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement with the Forest Preserves of Winnebago County for Police Services

Motion by Ms. Goral and Seconded by Mr. Arena.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to Adjourn. Moved: Mr. Arena, Seconded: Ms. Redd.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

**Winnebago County Board
Public Safety Committee Meeting**
Virtual Meeting - Zoom
(Winnebago County YouTube Live)

Thursday, November 19, 2020
5:30 PM

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
Paul Arena
Mike Zintak

Others Present:

Frank Haney, County Board Chairman
Steve Chapman
Pat Thompson, County Administrator
Dave Kurlinkus, Deputy State's Attorney
Marilyn Hite Ross, State's Attorney
Other Board Members

Absent:

Fred Wescott

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response
- E. Other Matters
- F. Adjournment

Mr. Fellars called the meeting to order at 5:34 PM.

Public Comment

Mr. Fellars omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response

Motion by Ms. Goral and Seconded by Mr. Zintak.

- A discussion followed.

Amend the Resolution to extend to April 1, 2021 rather than December 31, 2020.

Motion by Ms. Goral and Seconded by Mr. Zintak.

- A discussion followed.

Motion passed by unanimous voice vote with the exception of one vote to extend to April 1, 2021.

Motion passed by unanimous voice vote with the exception of one vote on the amended Resolution.

Other Matters

None

Motion to Adjourn. Moved: Mr. Fellars, Seconded: Mr. Zintak.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: County Administrator/Patrick Thompson

Committee: Public Safety & Judiciary Committee

Committee Date: March 17, 2021

Resolution Title: Resolution for Approval of an In-House Position of Winnebago County Criminal Justice Council (CJCC) Administrator

Board Meeting Date: March 25, 2021

Budget Information:

Was item budgeted? No	Appropriation Amount: \$64,024
If not, explain funding source: Public Safety Sales Tax Fund	
ORG/OBJ/Project Code: To be assigned	Budget Impact: \$4,024

Background Information: The Criminal Justice Council (CJCC) Coordinator has been a contracted position with the City of Rockford and the Region 1 Planning Council (R1PC) since June 2018. The County desires to bring the administrative services of the CJCC for the continuing criminal justice planning processes under County administration, which includes incorporation of an in-house position of the CJCC Coordinator. The purpose of the position is to guide strategic planning and systems changes as well as leadership and coordination of special projects within the CJCC.

Recommendation: The Public Safety & Judiciary Committee, chaired by Burt Gerl, has reviewed the resolution presented to the Board and recommends its approval.

Contract/Agreement: N/A

Legal Review: Reviewed with the States Attorney's office.

Follow-Up: If approved, this would be effective April 1, 2021.

COUNTY BOARD MEETING
March 25, 2021

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**
2021 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL

**RESOLUTION APPROVING AN IN-HOUSE POSITION OF THE WINNEBAGO
COUNTY CRIMINAL JUSTICE COUNCIL (CJCC) ADMINISTRATOR**

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate; and

WHEREAS, in 2018, the County and City of Rockford (City) established the Winnebago County Criminal Justice Coordinating Council (CJCC) to provide coordinated leadership that identifies and addresses emerging and existing criminal justice issues, and to improve and establish policies that are research based, technologically advanced, effective and work to break the cycle of crime; and

WHEREAS, the following County units are represented as members of the CJCC: Winnebago County Board office, 17th Judicial Circuit Court, Sheriff's Department, and State's Attorney's offices; and

WHEREAS, the CJCC Administrator has been a contracted position with the City and Region 1 Planning Council (RPC) pursuant to a professional services agreement since June 2018; and

WHEREAS, the County desires to bring the administrative services of the CJCC for the continuing criminal justice planning processes under County administration, which includes incorporation of an in-house position of the CJCC Administrator; and

WHEREAS, the CJCC Administrator will perform the job duties and functions as set forth in the job description attached hereto as Exhibit A; and

WHEREAS, the County recognizes the importance of the CJCC and the value of additional support services within the County that can be offered to contribute to the continued operations of the CJCC by the addition of this position.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to approve the in-house position of the Winnebago County Criminal Justice Council (CJCC) Administrator.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Board Chairman, County Administrator and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

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

ATTESTED BY:

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



WINNEBAGO COUNTY

— ILLINOIS —

Non-Bargaining

Exempt

**Revision Date:
02/03/2021**

Job Title: Criminal Justice Coordinating Council (CJCC) Administrator
Department: County Board Office (Chairman's Office of Criminal Justice Initiatives)

Position Summary:

The Criminal Justice Coordinating Council (CJCC) Administrator is responsible for the administration of the County Criminal Justice Coordinating Council guiding and planning system changes, as well as administration, coordination and development of special projects. This position is responsible for fiscal and data management of projects, project staff, lobbies for funding and prepares and submits grant proposals.

Reporting Relationship:

This position reports to the County Administrator and the CJCC Executive Committee.

Essential Functions:

- Develops and coordinates the planning and implementation of Criminal Justice Coordinating Council (CJCC) initiatives and activities under the direct supervision of the CJCC Executive Committee and in partnership with the National Criminal Justice Association, the Illinois Criminal Justice Information Authority and Loyola University.
 - Works collaboratively with CJCC partners to coordinate development of a strategic work plan, policies and procedures that are updated periodically, consistent with the CJCC mission and goals.
 - Collaborate with agencies to recommend changes and improvements to justice practices & procedures in Winnebago County to the CJCC, incorporating concepts of continuous quality improvement and implementation of evidence-based best practices.
 - Recommends programmatic, policy, procedural, or legislative changes based upon the analysis of data opinion surveys, and summary or historical research.
 - Studies and develops methods to coordinate the availability and development of resources, facilities, and services that are required for, or offered by, the CJCC and its programs.
 - Presents information to the CJCC, the County and the community.
 - Collaborates with governmental, judicial and private agencies to coordinate services and assist in the resolution of problems, questions, or requests related to services provided.
 - Communicates with state legislative leaders on topics affecting the criminal justice system Provides updates to elected officials and stakeholders as needed.

- Provides professional consultation for CJCC and other governing committees and subcommittees as necessary.
 - Assists CJCC Chair, and committee chairpersons with the development and posting of agendas, meeting minutes, and other correspondence.
 - Seeks and coordinates quarterly speakers for meetings.
 - Attends all relevant meetings and ensures compliance with Open Meetings and Open Records Laws.
 - Represents the CJCC in coordinated justice system planning and data collection efforts at local and state committee meetings, and local and national seminars.
- Responsible for the daily operations of the Chairman's Office of Criminal Justice Initiatives.
 - Oversees the record-keeping procedures of the CJCC, ensuring accurate and timely fiscal reporting.
 - Assists programs in preparation and coordination of annual budget documents and requests, including analysis of program revenue and expenditure data and projections when requested.
 - Researches funding options and prepares, and submits grants in a timely fashion.
 - Coordinates grant preparation and submission among requesting County departments.
 - Assists in the negotiations and coordinates the development of contracts and agreements relating to the justice system.
 - Ensures compliance with state contracts.
 - Monitors budget for the CJCC programs to identify problem areas of duplication and recommends refinements.
 - Establishes and implements internal control mechanisms and ensures program is making satisfactory progress towards program goals.
- Analyzes business and automation needs for the Chairman's Office of Criminal Justice Initiatives.
 - Researches and evaluates needed equipment and software and makes recommendations.
 - Develops and manages the design and functionality of department websites and databases.

Education and Experience

- Bachelor's degree in Criminal Justice, Public Administration, Social Work, Organizational Development or closely related field.
- Masters' Degree preferred.
- Five (5) years' work experience working in the criminal justice system, public administration or human services field.
- Two (2) years' management or administration experience in a multiple division organization.
- Previous experience in researching, writing, and administration of grants.
- Experience with strategic planning and budget management preferred.
- Must successfully pass criminal and caregiver background checks.

Skills and Abilities:

- Knowledge of and ability to effectively utilize the principles of strategic and long and short range planning.
- Skill in analyzing complex administrative information and issues, defining problems and evaluating alternatives and recommending methods, procedures and techniques for resolution of issues.
- Ability to plan, develop, implement, and evaluate projects and programs.
- Ability to maintain a professional demeanor when dealing with the public.
- Ability to develop department goals and objectives.
- Ability to perform detailed work accurately and independently in compliance with stringent time limits with minimal direction and supervision.
- Ability to prioritize duties to accomplish a high volume of work product while adapting to constant changes in priority.
- Knowledge of County policies, procedures and practices.
- Ability to analyze and prepare organizational and functional reports from research data.
- Ability to explain relevant information effectively to various audiences.
- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to calculate mathematical calculations.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintain self-control, and adapt to stressful.
- Ability to maintain discretion regarding business-related files, reports and conversations, within the provision of open records law and other applicable State and Federal Statutes and Regulations.
- Must have ability to work accurately with attention to detail.
- Ability to maintain confidentiality.
- Ability to prepare and maintain accurate and concise records and reports.
- Ability to analyze facts and to exercise sound judgment in arriving at conclusions.

Physical Requirements:

- Refer to Physical Essential Functions Description Form.



Resolution Executive Summary

Prepared By: Chief Deputy/Rick Ciganek

Committee: Public Safety & Judiciary Committee

Committee Date: March 17, 2021

Resolution Title: Resolution for Approval of Intergovernmental Agreement for South Beloit High School Resource Officer Program

Board Meeting Date: March 25, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$213,185.36/2 years
If not, explain funding source:	
ORG/OBJ/Project Code: To be assigned	Budget Impact: none

Background Information: South Beloit Community School District 320 began contracting School Resource Officer services from the Winnebago County Sheriff's Office in the '19-'20 school year. The Sheriff's Office provides one deputy. The school district pays actual costs for the assigned deputy for ten months of the annual salary. This resolution will renew the current contract for another two year period beginning with the '21-'22 school year.

Recommendation: The Public Safety & Judiciary Committee, chaired by Burt Gerl, review and approve the resolution and then present to the Board and recommend its approval.

Contract/Agreement: attached

Legal Review: Reviewed with the States Attorney's office.

Follow-Up: If approved, this would be effective April 1, 2021.

Board Meeting

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

2021 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO AND
SOUTH BELOIT COMMUNITY SCHOOL DISTRICT NO. 320
FOR SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois 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 County of Winnebago, Illinois is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Board of Education of South Beloit Community Unit School District No. 320 (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois.

WHEREAS, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Winnebago County Sheriff's Office ("Sheriff") provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have a School Resource Officer available at its schools during the school year; and

WHEREAS, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring and posting of a School Resource Officer provided by the Sheriff; and

WHEREAS, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Board of Education of South Beloit Community Unit School District No. 320, attached hereto.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

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 authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker

Aaron Booker

Angie Goral

Angie Goral

Brad Lindmark

Brad Lindmark

Kevin McCarthy

Kevin McCarthy

Tim Nabors

Tim Nabors

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT
FOR SOUTH BELOIT
(SCHOOL RESOURCE OFFICER PROGRAM)**

This Intergovernmental Agreement (hereinafter " Agreement") is made this day of _____, 2021 by and between the Board of Education of South Beloit Community Unit School District No. 320 (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County , the Sheriff, and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

W I T N E S S E T H:

WHEREAS, Article 7, Section 10 of the Constitution of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the School District is a duly organized and existing school district and politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article 7, section 1 of the Constitution of the State of Illinois 1970 and,

WHEREAS, the County is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970, and

WHEREAS, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have a School Resource Officer ("SRO") available at its schools during the school year; and

WHEREAS, the County, Sheriff, and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

Whereas, both the County and the School District pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this agreement for the hiring and posting of a School Resource Officer.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants and obligations of the Parties hereto; the School District and the Sheriff agree as follows:

I. INCORPORATION OF RECITALS:

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

II. PARTIES:

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

III. PURPOSE:

The purpose of the School Resource Officer Program (hereinafter referred to as ("Program")) is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:

The District shall compensate the Sheriff for the School Resource Officer's (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2021-2022 school year and continuing through the 2022-2023 school year, the District shall compensate the Sheriff for the School Resource Officer Program over an annual 10-month period starting in August. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work will be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District will be adjusted on an ongoing basis to reflect the current salary

costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

V. EVALUATION AND FUTURE FUNDING:

Prior to July 1st of each year, and as may be necessary from time to time, the County, Sheriff, and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff, and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff, and District concerning continuation of the Program and future funding of the Program by the County, Sheriff, and the District.

VI. RIGHTS AND DUTIES OF THE SHERIFF:

The Sheriff shall provide a School Resource Officer within the corporate limits of the City of South Beloit as follows:

1. The Sheriff shall assign one regularly employed police officer to the Program.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officer is and shall remain an employee of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff. All activities of the School Resource Officer shall be undertaken as an employee of the Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.
4. Regular Duty Hours of the SRO.
 - A. The SRO shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 7:36 a.m. to 4:00 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO.

- B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such event, the compensation paid by the District to the Sheriff shall be proportionately reduced.
 - C. If the SRO assigned to the School District is absent on vacation, sick time, training days, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.
5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

- A. Wear the established patrol uniform unless special circumstances require other form of dress.
- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
- C. Participate in discussions to establish rapport with students.
- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regards to such interviews.
- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency

management plans to include prevention and/or minimization of dangerous situations which may result from student unrest or unauthorized intruders.

- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.
- M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/principal and the Sheriff.
- N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

The District shall provide to the full-time School Resource Officer the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

1. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records if necessary.
2. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.

3. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that an SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring or other monitoring duties.

VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:

The School Resource Officer shall remain an employee of the Winnebago County Sheriff's Office and shall not be deemed an employee of the District. The District and the Sheriff acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officer shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officer to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

IX. LIABILITY AND INDEMNIFICATION:

It is the intent of the parties that the SRO is an employee of the Sheriff's Department. The County and/or Sheriff agree to defend, indemnify, and hold the District harmless from any employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses, or judgements, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the District and/ or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the Sheriff and the District, including those under the Tort Immunity Act.

X. DISMISSAL OF SCHOOL RESOURCE OFFICE; REPLACEMENT

1. In the event the District Superintendent believes that an SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SRO in order to informally mediate or resolve any problems. If the continued assignment of the SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.
2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officer based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officer the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SRO is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of the SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

XI. CONFIDENTIALITY

In pursuit of the goals and objectives previously stated, the Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
- *Illinois School Student Records Act* (105 ILCS 10/6)
- *Illinois Juvenile Court Act of 1987 "Law Enforcement Records"* (705 ILCS 405/5-905) and their respective rules and regulations.

The County, Sheriff, and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SRO under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

XII. TERM OF AGREEMENT AND TERMINATION:

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of two (2) years from that date or until terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SRO commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the parties are as follows:

If to the County: Winnebago County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61102

If to Sheriff: Winnebago County Sheriff
Winnebago County Justice Center
650 W. State Street
Rockford, IL 61102

If to School District: Superintendent of Schools
South Beloit Community Unit
School District No. 320
850 Hayes Ave.
South Beloit, IL 61080

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

XIII. GOOD FAITH:

The County, Sheriff, and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff, and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties, which may arise by good faith negotiations before resorting to any litigation.

XIV. MODIFICATION

This document constitutes the full understanding of the County, Sheriff, and District, and no terms, conditions, understanding or agreement purported to

modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

XV. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement nor any act of the County, Sheriff, and District, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

XVI. COUNTERPART

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the County, Sheriff, and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution _____ at the regular meeting of the County Board of the County of Winnebago, Illinois _____ in compliance with the Open Meetings Act.

XVIII. EFFECTIVE DATE:

This Agreement is effective upon the date of the last Party to sign.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of South Beloit
Community Unit School District
No. 320**

**Winnebago County Sheriff's
Office**

By: _____
President

By: _____
Gary Caruana
Winnebago County Sheriff

Date: _____

Attest: _____
Secretary

Date: _____

County of Winnebago, Illinois

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

Attest: _____
Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois

Date: _____

Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the MOU, the parties agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District for the SRO for the 2021-2022 school year will not exceed \$106,592.62.
2. The parties agree that for the 2022-2023 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this MOU by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County and its Deputy Sheriffs. In no event will the District's costs exceed five (5) percent from the prior year.
3. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4.C., in this agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2021-2022 school year, such overtime costs payable by the District shall not exceed \$11,070.00. In the event overtime is necessary with said continued coverage for the 2022-2023 school year, said overtime amount shall be negotiated by the Sheriff and the District.
4. Payments for such services shall be billed and made quarterly.



Resolution Executive Summary

Prepared By: Purchasing on behalf of the WCSO

Committee: Public Safety and Judiciary Committee

Committee Date: March 17, 2021

Resolution Title: Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail

County Code: Winnebago County Purchasing Ordinance

Board Meeting Date: March 25, 2021

Budget Information:

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

Background Information: The Purchasing Department sent out Request for Proposals for Jail Telecommunication Services with Global Tel*Link Corporation (GTL) being awarded the multi-year commission generating contract. The contract terms allowed for amendments or adjustments of services, as needed, when the conditions are agreed upon by both the County and GTL. Amendment #2 addresses the following terms.

1. Replacing all current IP enhanced tablets and charging stations with the latest technology.
2. Streamlining the commission generating accounting formula.
3. Adding on-premise Video Visitation and Remote Video Visitation with sixty (60) days online recording storage.

The existing on-premise Video Visitation equipment is original to the CJC building. Superintendent Redmond was advised by County Facilities, six months ago that half the system was down, and ongoing repairs were very costly for the end-of-life system. Dave Neuliep estimated replacement cost to be upwards of \$500,000 if replaced an on-site visitation system. With this new enhanced service negotiated with GTL, the County will no longer need to repair or replace the outdated system equipment in the CJC Visitation Center, resulting in savings in terms of repair or replacement costs.

Recommendation: Superintendent Redmond recommends approval of Amendment 2 which allows for all new enhanced tablets, video visitation system and an \$14,000 (now \$48,000) annual bonus increase.

Contract/Agreement: Amendment 2 is for three years with one additional option year.

Follow-Up: Purchasing Department will route GTL Amendment 2 for signature from Winnebago County Board Chairman Chiarelli. GTL will install all new equipment in 9 months.

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

Sponsored by: Burt Gerl, Chairman
Submitted by: Public Safety and Judiciary Committee

2021 CR

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO AMEND CONTRACT FOR TELECOMMUNICATION
SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL**

WHEREAS, since 2018, Global Tel*Link Corporation (GTL) has provided, under contract with the County, telecommunication services to the inmates of the Winnebago County Jail; and,

WHEREAS, the County and GTL have agreed to amend the Telecommunication Services contract agreement with the County Jail; and,

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

INMATE COMMISSARY ACCOUNT

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement Amendment 2 with Global Tel*Link Corporation.

BE IT FURTHER RESOLVED, that any agreement entered into, pursuant to the authority granted in this Resolution, shall contain substantially the same terms as those contained in the Amendment which is attached hereto as "Resolution Exhibit A".

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Superintendent, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BURT GERL, CHAIRMAN

BURT GERL, CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

ANGIE GORAL

ANGIE GORAL

BRAD LINDMARK

BRAD LINDMARK

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2021.

JOSEPH CHIARELLI

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW

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

AMENDMENT #2 TO INMATE TELEPHONE SERVICES AGREEMENT

This Amendment # 2 (“Amendment”), takes effect of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain Master Services Agreement dated August 14, 2017, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22102 (“Company”), and the Winnebago County Sheriff’s Department with an address of 650 W. State Street, Rockford, IL 61102 (“Premises Provider”) Company and Premises Provider (collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement to make changes to the Master Services Agreement; and

WHEREAS, the Company has agreed to modify certain Enhanced Services currently provided, specifically IP-Enabled Tablets; and

WHEREAS, the Parties have agreed in consideration of such modifications to currently provided Enhanced Services to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

The following amendments to Service Schedule, Enhanced Services – IP-Enabled Tablets are made:

1. The column titled “# of Tablets in *Section 3, “Deployment Locations”* in Service Schedule, Enhanced Services – IP-Enabled Tablets is deleted.
2. (a) Service Schedule, Enhanced Services – IP-Enabled Tablets, *Section 6 “Tablets”* is deleted and replaced with the following:

6. Tablets. Company will provide Tablets at Premise Provider’s facility at a one to one (1:1) prisoner to tablet ratio. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term per mutual agreement with the customer. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- (b) Service Schedule, Enhanced Services – IP-Enabled Tablets, *Section 6(a)(i)*, “Enhanced Services, Content,” is deleted and amended to read as follows:

(i) Inmate Content Access. Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.

- (c) Service Schedule, Enhanced Services – IP-Enabled Tablets, *Section 6(a)(ii)*, “Learning Management System,” is deleted and amended to read as follows:
- (ii) Learning Management System: Company will make available at no cost to Premises Provider a web-based highly secure Learning Management System (LMS). Company will make available unlimited concurrent licenses offered on a subscription basis to Premises Provider.
- (d) Service Schedule, Enhanced Services – IP-Enabled Tablets, *Section 6(a)(iii)*, “Debit Link Accounts,” is deleted in its entirety and replaced with the following:
- i. **Video Visitation.** On-premise and Remote video visitation with no less than sixty (60) days online recording storage.
- (e) Service Schedule, Enhanced Services – IP-Enabled Tablets, *new added paragraph, Section 6(b)*, “Company Obligations,” shall be amended to include the following provision:

Company shall complete installation of all solutions addressed in this Amendment within nine (9) months from the date of full execution of this Amendment.

All remaining language in Section 6, including any amendment(s) thereto, is without modification and remains in full force and effect.

3. Service Schedule, Enhanced Services – IP-Enabled Tablets, *Section 7 “Enhanced Services and Accessories Rates*, is deleted and amended to read as follows:

7. Enhanced Services and Accessories Rates. Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may upon mutual agreement in writing of the Parties change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Inmate Content Access:
1. Standard Profile: \$0.05 per minute
 2. Promotional Profile: \$0.03 per minute
 3. Free Profile: \$0.00 per minute
- c. Video Visitation Services: 30 minutes free of local visitation per week. \$0.25 per minutes after 30 free minutes per week of local visitation has been exhausted.
- d. \$0.25 per minute Remote Visit Price
- e. Replacement Headphones or Earbuds: Available for purchase through the commissary.
- f. Messaging From Inmate Family and Friends (charged to inmate family and friends):
1. \$0.25 per written message
 2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
 3. \$1.00 per video message

All remaining language in Section 7, including any amendment(s) thereto, is without modification and remains in full force and effect.

4. Service Schedule, Enhanced Services – IP-Enabled Tablets, *Section 8, “Tablet Commission”* is deleted and amended to read as follows:

8. Tablet Commissions. Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue"). Company will also pay Premises Provider monthly a sum equal to twenty-five percent (25%) of the gross revenue received from billable video visitation services sessions beginning in Year 3 of this Amendment. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

Company will update all existing Inspire 2 subscription tablets with new Inspire 3 usage (per minute) tablets at no cost to Premises Provider.

All remaining language in Section 8, including any amendment(s) thereto, is without modification and remains in full force and effect.

The following amendment to Inmate Telephone Service Schedule is made:

5. Inmate Telephone Service Schedule, *Section 3, "Compensation"* is amended to provide that GTL will pay the annual bonus of \$48,000 within 30 days of the anniversary date of this Amendment, and every subsequent anniversary this Amendment remains in effect.

All remaining language in the Inmate Telephone Service Schedule, including any amendment(s) thereto, is without modification and remains in full force and effect.

The following amendment to the MSA is made:

Paragraph numbered 3, Term, "shall be deleted and replaced as follows:

6. In consideration of the foregoing, the Parties agree to extend the Term of the Agreement by three (3) years from the last signature on this Amendment. Upon prior written agreement by the Parties, and at least ninety (90) days prior to the end of the original or any renewal term, this Agreement can be amended for an additional one (1) year term. This Agreement shall not be renewed more than one (1) renewal term.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation

By: _____
Name: _____
Title: _____
Date: _____

Premises Provider
Winnebago County Board Chairman

By: _____
Name: _____
Title: _____
Date: _____