COMBINED MEETING of the FINANCE COMMITTEE and PUBLIC SAFETY COMMITTEE

AGENDA

Called by: Chairman, Jaime Salgado
Chairman, Aaron Booker
Members: Steve Schultz, Keith McDonald, Dave Boomer, Dave Fiduccia, Joe Hoffman, Burt Gerl, Fred Wescott, John Butitta, Paul Arena, Angie Goral, Dan Fellars, Dorothy Redd

DATE: THURSDAY, OCTOBER 17, 2019
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. Public Comment – This is the time we invite the public to address the Combined Meeting of the Finance Committee and 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.

D. Axon Body Cam/Squad Cam and Taser Presentation

E. Resolution Authorizing Execution of Intergovernmental Cooperation Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System

F. Other Matters

G. Adjournment

Combined Finance & Public Safety Committee
To Whom it May Concern:

Over the last couple of months, Axon Enterprise has been collaborating with the Winnebago County Sheriff’s Office to identify the agency’s biggest opportunities. Together, we’ve identified three key areas of focus we believe will provide the most benefit to Winnebago County.

1. Deputy Safety
2. Secure Data Management
3. Collaboration with the State Attorney’s Office and other nearby agencies

We believe the best way to support the County’s areas of focus above is to implement a combination of software and sensors through Axon’s Officer Safety Plan 7+ (OSP 7+) and Axon Fleet 2 which includes the following:

TASER 7 Conducted Electrical Weapon (CEW) - Currently, the sheriff’s office utilizes a single-shot CEW, the X26P, that has reached the end of its useful life. Axon is providing the sheriff’s office with a credit for those units and replacing them with the new, dual shot TASER 7. TASER 7 is our most advanced CEW and will dramatically increase effectiveness, thereby resolving more incidents without more harmful or even lethal force. TASER 7 will also automatically activate a body camera recording when the weapon is engaged.

Axon Body 3 Body Worn Camera System - Axon’s most connected camera ever. We’ve moved from a 2-channel microphone camera to a 4-channel, cutting through wind and external noise. We’ve enhanced low light capability without distorting the video beyond what the human eye can see. We’ve reduced motion blur, allowing the County to capture clear still frames from a video. Axon Body 3 is also equipped with LTE capability through either Verizon Responder or AT&T FirstNet. Under OSP 7+, all cameras are fully warranted and will be upgraded twice over a five-year term.

Accompanying this device is a secure evidence management platform called Axon Evidence which includes cloud-based case management, video review, redaction technology, as well as the additional software described below. Axon Evidence also provides a secure, easy way for the County to share evidence with the Winnebago County DA’s office and other local municipalities that they may collaborate with such as Rockford PD.

Axon Auto Tagging - All recorded video must be effectively categorized for searching as well as retention. Historically, this was a manual process that deputies had to complete at the end of each shift. However, Axon provides the ability to automatically categorize all body worn and in-car video based on information that already exists in your Computer Aided Dispatch or Records Management system. Auto Tagging is the quickest, most accurate method to categorizing and managing video.

Axon Performance - With so much recorded video, it’s important for agencies to continuously review and measure the success of their program on an ongoing basis. This has been another historically manual process to find, review, and identify videos where deputies may benefit from additional training or adherence to policy. Axon Performance will provide the Sheriff’s office an opportunity to work more closely with deputies who need additional training as well as identify deputies that are performing at or above expectations.
**Axon Citizen for Officers** - Digital evidence originates from so many sources, but none more prevalent than mobile devices. Axon Citizen for Officers enables deputies to seamlessly transfer evidence from a citizen’s mobile device directly to the Sheriff’s officer evidence locker within Axon Evidence. This prevents deputies from having to confiscate a witness’s device and ensures proper chain of custody and security of evidence from the originating device all the way to the district attorney.

**Axon Citizen for Communities** - Some investigations require public support, however often times public safety agencies do not have the resources or bandwidth for a large-scale call-to-action. Axon Communities enables public safety agencies to broadly message and request support from the public to upload images and video from an incident to a dedicated portal. The Sheriff’s office can then review and share relevant evidence with investigators and the district attorney.

**Redaction Assistant** - One of the biggest concerns Axon hears from agencies regarding body worn camera and in-car video programs is the time and personnel required to redact video. Historically, this process was burdensome process requiring heavy personnel, compute power, and time to effectively redact small parts of video in preparation for release. Redaction Assistant uses powerful cloud technology to automatically detect and redact the most commonly redacted objects within videos. Enter stat here...

**Signal Sidearm** - One of the most critical incidents in public safety is use of deadly force. Too often however, the haste and chaos of a deadly force incident can prevent deputies from remembering to activate their video systems. Signal Sidearm automatically activates body worn and in-car video systems at the scene when a firearm is removed it’s holster, mitigating the need for deputies to remember to activate their camera after a critical incident has occurred.

**Axon Aware** - One of the consistent themes we hear from agencies is the need for better situational awareness for command staff and deputies in the field. Through a unique partnership with Verizon and AT&T, Axon Aware provides real-time visibility into location and status of each deputy in the field. If policy and permission allow, command staff may view a live stream of officers in critical incidents and provide tactical guidance for approaching deputies. This service also provides automatic activation of the body worn camera when a gunshot is detected.

**Prosecutor Portal** - Prosecutors require their own set of needs related to evidence retention, case management, and sharing. That’s why Axon provides all prosecutors with their own free instance of Axon Evidence - this makes it easier for the sheriff’s office to share cases with the DA, mitigating the need to burn discs and physically drive evidence to other locations around the county.

**Axon Records** - Axon is completely redefining the Records Management System traditionally used by public safety agencies all over the world. Axon’s first Records agency went live in August 2019 and is included at no additional cost with OSP7+. This could amount to an enormous cost savings for Winnebago County as typical Records Management System cost millions of dollars to successfully deploy.

**Axon Fleet 2** - Axon Fleet will provide the Sheriff’s office with an in-car video system for each patrol vehicle in the fleet. The program includes unlimited cloud-based within Axon Evidence. Recording triggers will be installed (such as light bar activation, gun rack activation, and crash detection) to automatically begin recording when a critical event is imminent or has just occurred. Triggers will also activate body cameras in the area. Deputies can review their body camera and in-car video in their vehicle, or back at the station via Axon Evidence. All cameras will be fully warranted and replaced at the end of 5 years.
We appreciate your consideration of a long-term partnership with Axon. Please refer questions to the following if additional information is required:

Kelsey Donohue
kelsey@axon.com
480-430-0743
# Year 1 - Patrol

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**Year 2 - Patrol**

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**Axon Plans & Packages**

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**Subtotal:** 257,922.69

**Estimated Tax:** 0.00

**Total:** 257,922.69

### Year 3 - Jail

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## Year 3 - Fleet

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## Year 4 - Patrol

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Year 4 - Patrol (Continued)

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Year 4 - Jail

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Year 4 - Fleet

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### Year 5 - Jail

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Net Unit Price</th>
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#### Year 5 - Fleet

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|                | Subtotal                                        | 148,135.75 |
|                | Estimated Tax                                   | 0.00        |
|                | Total                                           | 148,135.75  |

**Grand Total**: 2,393,643.56
## Discounts (USD)

*Quote Expiration: 11/30/2019*

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*Total excludes applicable taxes*

### Summary of Payments

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<td>Year 3 - Jail</td>
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### Summary of Payments (Continued)

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<th>Payment</th>
<th>Amount (USD)</th>
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<td>148,135.75</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>2,393,643.56</strong></td>
</tr>
</tbody>
</table>
Execution of this quote will terminate contracts associated with Q-16739 (executed contract #00003188) with Axon and will start a new 60 month contract.

The parties agree that Axon is granting a credit of $46,080 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 11/1/2019-11/15/2019, resulting in a 12/1/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Additional discounts provided by Axon will expire on 12/15/19.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon’s Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon’s Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: ____________________________ Date: ____________________________

Name (Print): ____________________________ Title: ____________________________

PO# (Or write N/A): ____________________________

Please sign and email to Kelsey Donohue at kelsey@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-221534-43726.480KD

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Axon Enterprise, Inc, All rights reserved,
RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE AND PUBLIC SAFETY COMMITTEES

2019 CR

RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE OPERATION AND FUNDING OF THE WINNEBAGO COUNTY EMERGENCY TELEPHONE SYSTEM

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City of Rockford for the Operation and Funding of the Winnebago County Emergency Telephone System; and

WHEREAS, the County and the City have negotiated an agreement containing the terms for the obligations of the parties, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement the City of Rockford for the Operation and Funding of the Winnebago County Emergency Telephone System, which is substantially similar to the attached Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the City of Rockford.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Mayor of the City of Rockford and to the Sheriff of Winnebago County.

Respectfully submitted,

Finance Committee

AGREE

Jaime Salgado, Chairman

DISAGREE

Jaime Salgado, Chairman
<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave Boomer</td>
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<td>Dave Fiduccia</td>
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<td>Burt Gerl</td>
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<td>Joe Hoffman</td>
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<td>Keith McDonald</td>
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<tr>
<td>Steve Schultx</td>
<td>Steve Schultx</td>
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</tbody>
</table>

**Public Safety Committee**

**AGREE**

- Aaron Booker, Chairman
- Paul Arena
- John Butitta
- Dan Fellars
- Angie Goral
- Dorothy Redd
- Fred Wescott

**DISAGREE**

- Aaron Booker, Chairman
- Paul Arena
- John Butitta
- Dan Fellars
- Angie Goral
- Dorothy Redd
- Fred Wescott
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of ______________, 2019.

_________________________________
Frank Haney
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
THE OPERATION AND FUNDING OF THE
WINNEBAGO COUNTY EMERGENCY TELEPHONE SYSTEM

THIS AGREEMENT made this ______ day of ____________, 2019 by and between the
County of Winnebago, a body politic and corporate, (hereinafter referred to as the “County”),
the City of Rockford, a municipal corporation, (hereinafter referred to as the “City”); and, the
Winnebago County Emergency Telephone System Board (hereinafter referred to as “ETSB”),
and

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the 1979 constitution of the State of Illinois
provides that units of local government may jointly contract or other wise associate to obtain or
share services and to exercise, combine or transfer any power or function in any manner not
prohibited by law or by ordinance; and

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois further
provides that units of local government may use their credit, revenues, and other resources to
pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that
any powers, functions or authority exercised or which may be exercised by a public agency of
the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other
public agency of the State and jointly with any public agency of any other state or of the united
States to the extent that laws or such other state or of the United States do not prohibit joint
exercise or enjoyment and except where specifically and expressly prohibited by law; and
WHEREAS, the parties are entering into this Agreement pursuant to and in accordance
with the aforementioned Constitutional and statutory authorities.

WHEREAS, the County, and the City, presently share police communication services
pursuant to an Intergovernmental Agreement dated January 16, 1985 (the “PSB Agreement”),
however, on or about July 1, 2003, Winnebago County notified the City of their intention to
provide their own police communication services; and

WHEREAS, on June 9, 1988, the County created the ETSB for the purpose of planning
and implementing at 9-1-1 system and administering the funds received from the surcharge
(the “Surcharge Funds”) on telephone bills imposed under Section 15.3 of the Emergency
Telephone System Act, 50 ILCS 750/15.3 and Section 17 of the Wireless Emergency Telephone
Safety Act, 50 ILCS 751/17; and

WHEREAS, the County having imposed a County-wide surcharge for an Emergency
Telephone System, has accepted the responsibility to fund that system on a County-wide basis
should Surcharge Funds be insufficient to cover those costs; and

WHEREAS, the ETSB submitted a plan which was approved by the Illinois Commerce
Commission establishing one primary public safety answering point (PSAP) for the receipt of
9-1-1 calls and their subsequent dispatch; and

WHEREAS, the Illinois Commerce Commission requires emergency telephone systems to
have a primary and back-up PSAP; and
WHEREAS, currently the primary PSAP which receives all 9-1-1 emergency calls originating in the County of Winnebago except those originating in the City of Loves Park, is located in a building housing the City’s Fire Department Administrative Offices located at 204 South First Street, Rockford, Illinois; and

WHEREAS, currently the secondary or back-up PSAP, which receives all calls originating in the County of Winnebago within the City of Loves Park, is located at the City of Loves Park Police Department, however the City of Loves Park no longer wants to operate the secondary PSAP; and

WHEREAS, the ETSB commissioned a study of the 9-1-1 operations and that study recommended the construction of at least one new PSAP and the renovation of the current primary PSAP; and

WHEREAS, the City and the County desire to split the call taking responsibilities; the City receiving and dispatching all 9-1-1 calls originating within the City of Rockford and the County receiving and dispatching all calls originating within Winnebago County but outside of the City of Rockford; and

WHEREAS, there will then be two primary PSAPs, one for all emergency calls that originate in the City of Rockford, located at the renovated former Primary PSAP, and one for emergency calls that originate outside of the City of Rockford which will be located at a newly constructed PSAP at 4511 North Main Street, Rockford, Illinois; and

WHEREAS, the City PSAP will be the back-up for the County PSAP and the County PSAP will act as the back-up for the City PSAP; and

Page 3
WHEREAS, it is recognized by all parties to this agreement that the ETSB used its revenues to build these facilities to equip them for PSAP and dispatch functions only, that any other use is prohibited.

NOW, THEREFORE, the County, the City and the ETSB, agree as follows:

I. SITE DEVELOPMENT

A. There will be two Primary Public Safety Answering Points for telephone calls made to the Winnebago County Emergency Telephone System by dialing the emergency numbers 9-1-1; one for all calls originating in the City of Rockford shall be in a building owned by the City located at 204 South First Street, Rockford, Illinois, presently used as the primary PSAP and as the administrative headquarters for the Rockford Fire Department (hereinafter referred to as “the City PSAP”), and one for all calls originating outside the City of Rockford which shall be located in a newly constructed building located on land owned by the County of Winnebago at 4511 North Main Street, Rockford, Illinois (hereinafter referred to as the “County PSAP”). The City PSAP will be the normal dispatch point for at least City fire and police. The County PSAP will be the normal dispatch point for at least the Winnebago County Sheriff. Each PSAP will act as the back-up for the other PSAP and is designated to receive overflow 9-1-1 calls that are unable to be answered by the other PSAP.
B. An architect was retained by the ETSB to design both sites. The ETSB approved the construction plans for the County PSAP and shall approve the construction plans prior to award of a construction contract for the renovations to the City PSAP.

C. The County on behalf of the ETSB, has entered into construction contracts to construct the new building to house the County PSAP. The County, on behalf of the ETSB shall enter into construction contracts for the renovations to the City PSAP.

D. The City shall own the building housing the City PSAP and the County will own the building housing the County PSAP. All equipment, in each building, related to 9-1-1 call taking and dispatch (CAD, radio console) shall be owned by the County on behalf of the ETSB.

E. The ETSB may use Surcharge Funds for costs of construction, leasing and maintenance of buildings attributable directly to the operation of the 9-1-1 emergency telephone system. Therefore, the County and the City agree that the facilities paid for from the Surcharge Fund shall be used in accordance with the provisions of the Emergency Telephone System Act and the regulations of the Illinois Commerce Commission. In the event such facilities cease to be used for emergency telephone system purposes, the fair market value of the County PSAP and of the
renovations to the City PSAP shall be returned by the County or the City
to the Surcharge Fund and ETSB.

II. THE CITY PSAP

A. The City, on behalf of the ETSB, shall be responsible for maintenance of
the City PSAP. The City PSAP shall be available to answer all 9-1-1 calls
generated in the County of Winnebago within the City of Rockford. The
County, on behalf of the ETSB, shall solicit proposals for the
communications equipment, computers, furnishings and other
equipment necessary to fully equip the City PSAP according to the
County's purchasing ordinance.

B. The ETSB shall authorize funds from the Surcharge Fund to equip the City
PSAP with the same equipment for receiving 9-1-1 emergency calls as it
equips the County PSAP.

III. THE COUNTY PSAP

A. The County, on behalf of the ETSB, shall be responsible for maintenance
of the County PSAP. The County PSAP shall be available to answer all
9-1-1 calls generated in the County of Winnebago, outside of the City of
Rockford. The County, on behalf of the ETSB, shall solicit proposals for
the equipment, computers, furnishing, and other equipment necessary to
fully equip the County PSAP according to the County's purchasing
ordinance.
B. The ETSB shall authorize funds from the Surcharge Funds, to equip the County PSAP with the same equipment for answering 9-1-1 emergency calls as it equips the City PSAP.

IV. ADMINISTRATION

A. The County, through the ETSB, shall have primary responsibility for furnishing 9-1-1 emergency telephone services to Winnebago County pursuant to the plan reviewed and approved by the Illinois Commerce Commission. However, in order to best coordinate the 9-1-1 services and provide call answering and dispatch services to all public safety agencies participating in the plan, the County, City and the ETSB agree that the Administration of the County and City PSAPs shall be as stated below.

B. The City shall have administrative responsibility for the 9-1-1 emergency telephone answering at the City PSAP, and the County shall have administrative responsibility for the 9-1-1 emergency telephone answering at the County PSAP, which shall include, but not be limited to, interface between the PSAP and other public safety communication agencies with response to receipt and transfer of 9-1-1 emergency calls, relations with the public safety agencies in Winnebago County served by the County PSAP, maintenance of the City PSAP, and relations with the land line telephone companies and wireless communication companies, the Illinois Commerce Commission, the ETSB, the City Council, and the
Winnebago County Board. An operating budget for each PSAP, to be satisfied from the Surcharge Funds, shall be prepared, approved by the ETSB and submitted to the County Board for its approval.

1. The City, County, and ETSB shall be responsible for the development of operating policies to the extent that they are related to 9-1-1 emergency telephone issues for both PSAPs. The City shall be responsible for all other operational policies as they relate to the City PSAP.

2. The City shall be responsible for all of the training responsibilities at both PSAPs, to the extent they are related to the 9-1-1 emergency telephone issues. The City and County shall be responsible for all other training as necessary at their respective PSAPs.

3. The City shall be responsible for maintaining the Master Street Address Guide for the Winnebago County Emergency Telephone System.

C. Until the construction of the County PSAP is complete and the PSAP is operational, dispatch for the County Sheriff will be done at the City PSAP.

V. FUNDING
A. The County, City and the ETSB agree that the primary source of funding for the building construction and improvements, and the initial purchase, installation and operation of the equipment at both the City PSAP and the County PSAP shall be the Emergency Telephone System Fund. This fund is established in accordance with Section 15.3(K) of the Act, 50 ILCS/750 and expenditures must be approved by the ETSB. The first priority of the Fund shall be to pay the principal and interest on the bonds issued to fund the construction of the building to house the County PSAP, the renovation of the building housing the City PSAP, and related 9-1-1 phone equipment for both sites. Thereafter, the cost of construction, improvements, and the installation, operation and maintenance of the PSAP 9-1-1 telephone equipment shall have priority over any other costs which are eligible for reimbursement under the provisions of Section 15.4(c) of the Emergency Telephone System Act, 50 ILCS 750/15.4(c).

Thereafter, the operational expenses of each PSAP directly related to 911 operations shall be satisfied from the Surcharge Funds. In the event that the ETSB determines that sufficient Surcharge Funds are available for personnel expenses, disbursements, from the Fund will be made to the County or City as provided below.

B. The County is responsible for the administration of the Surcharge Budget with final approval by the ETSB.
C. Except as provided in this Section, and prior to the completion of the construction of the City and County PSAPs, any expenditures by the City or County related to the operation, maintenance and staffing of the City PSAP during the construction of the County PSAP which are not reimbursed from the Surcharge Fund shall be paid 60% by the City and 40% by the County. Any expenditures by the City or County related to the operation of the County PSAP during the renovation of the City PSAP which are not reimbursed from the Surcharge Fund shall be paid 60% by the City and 40% by the County. This includes all personnel costs except those designated. The aforementioned notwithstanding, the cost of any present personnel of the Rockford Fire Department who are assigned to be telephone answerers or dispatches at the primary PSAP shall be borne exclusively by the City.

D. Once the County and City PSAPs become operational, the City and County shall be responsible for their respective personnel expenses with the following exceptions:

1. The 50% of the cost of the 9-1-1 Communications Manager, at each PSAP, shall be paid from the Surcharge Fund.

2. The cost of the MSAG Coordinator (1) shall be paid from the Surcharge Fund.
3. The cost of the Training Supervisor shall be paid 50% by the Surcharge Fund for the purposes of 9-1-1 related training.

4. The County shall fund two (2) call answering positions at the City PSAP using the County’s average salary, to include benefits, per year with each position requiring 4.6 employees per shift for 24-hour coverage. This staffing level and rate shall be subject to annual review. The total is $646,548.40, based off of the average salary of $70,277.

5. The cost of CAD maintenance would be split equally between City and the County until such time as Surcharge Funds are available for those expenses.

VI. CLAIMS

In the event of a claim, loss, or damage to persons or property arising out of the activities of the parties, their agents, employees or contractors pursuant to this Agreement, the parties shall confer on the proper conduct of the defense or settlement of such claim. Any costs of defense of a claim, settlement of a claim mutually agreed to by the parties, or judgment entered against either or both parties as a result of a claim shall be shared equally by the parties.

VII. OBLIGATIONS OF THE CITY AND COUNTY
The County and City shall each take appropriate action, by adoption and passage of the requisite resolutions and ordinances or otherwise to fully implement each and all provisions of this Agreement.

VIII. **TERM, ANNUAL EVALUATION AND TERMINATION**

The initial term of this agreement shall be one year from the date of execution by the parties. The parties shall negotiate a successor Agreement prior to the expiration of this Agreement. Either party may terminate this Agreement by giving twelve months written notice to the other party.

IX. **ETSB**

The parties hereto agree to seek the approval of the ETSB as to the terms of this agreement. The County hereby further agrees during the term of this agreement or any extensions hereof, to consult with the City prior to any modification of the composition or authority of the ETSB Board, as set forth in Winnebago County Board Ordinance Chapter 30 Section 61 et seq., in effect on the date of approval of this agreement by the Winnebago County Board.

X. **REPEALER**

All resolutions or ordinances or parts of resolutions or ordinances of the parties in conflict herewith shall be and the same are hereby repealed.

XI **SEVERABILITY**
If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.

COUNTY OF WINNEBAGO

BY: ________________________________
FRANK HANEY, Chairman of the County Board

Attested this ___ day of ________, 2019:

By: ________________________________
Clerk of Winnebago County Board

CITY OF ROCKFORD, a Municipal Corporation

BY: ________________________________
THOMAS P. MCNAMARA, Mayor

Attested this ___ day of ____________, 2019:

By: ________________________________
NICHOLAS O. MEYER, Legal Director

WINNEBAGO EMERGENCY TELEPHONE SYSTEM BOARD

BY: ________________________________
, Chairman

Attested this ___ day of ________, 2019:

By: ________________________________