

City Council COMMITTEE OF THE WHOLE

City of Belvidere, Illinois

Alderman Sheryl Prather Chairman Building
Alderman Natalie Mulhall Vice-Chairman Building

Alderman Ric Brereton Chairman Finance and Personnel

Alderman Wendy Frank Vice -Chairman Finance and Personnel

Alderman Tom Porter Chairman Planning & Zoning

Alderman Mike McGee Vice-Chairman Planning & Zoning

Alderman Clayton Stevens Chairman Public Safety
Alderman Matthew Fleury Vice-Chairman Public Safety
Alderman Marsha Freeman Chairman Public Works
Alderman Daniel Snow Vice-Chairman Public Works

AGENDA

August 9, 2021 6:00 p.m. City Council Chambers 401 Whitney Blvd., Belvidere, Illinois

Cal	ll to	Order -	- Mayor	Clinton	Morris.
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Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Works, Unfinished Business:

A. Stormwater Utility Implementation Phasing.

Tabled August 10, 2020.

- 2. Public Works, New Business:
 - A. Public Works Update.
 - B. Well #4 update.
 - C. 5th Ave. Project Property acquisition.
- 3. Building, Planning & Zoning, Unfinished Business: None
- 4. Building, Planning & Zoning, New Business:
 - A. Planning & Zoning Department Update.
 - B. Building Department Update.
- 5. Other:
 - A. Police Request to outfit Belvidere Police Cougar MRAP.
 - B. Police Rock Valley College Intergovernmental Agreement.
 - C. Police Acceptance of Camera Grant.
- 6. Adjournment:

Belvidere Police Department

Shane Woody -**Chief of Police**

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

TO:

Mayor Morris and City Council

FROM: Chief Shane Woody

DATE: August 9, 2021

RE:

Request to outfit Belvidere Police Cougar MRAP

The Belvidere Police Department was awarded an armored tactical multipurpose response and rescue vehicle through the Illinois Law Enforcement Support Office (LESO) which provides surplus equipment to law enforcement agencies throughout the state. The SWAT team has been operating without any type of armored rescue vehicle since its inception. The need for this type of equipment is further explained on the document attached to this motion.

I have been working with LESO for the last three years to try to get an armored rescue vehicle. I have also researched the cost to purchase an armored rescue vehicle commercially. Based on the research a commercially purchased armored rescue vehicle would cost anywhere between \$180,000 and \$250,000 depending on options.

In contrast we were able to get the above Cougar mine resistant ambush protection (MRAP) which has an estimated cost of \$750,000 provided to the Belvidere Police Department by LESO. There will be costs associated with this vehicle for upfitting, equipment, and modifications which will be outlined in the attached document.

Motion:

To approve the expenditure to SWATMOD for the necessary modifications, equipment, and upfitting in the amount of \$76,219.00. This expenditure will be taken from the Belvidere Police Department Federal Asset Forfeiture account.

The City of Belvidere and the surrounding communities of Boone County face a number of significant threats to their residents and critical infrastructure. These threats, such as terrorism, natural disasters, violent crime, and mass shootings require our first responders to be constantly prepared for any critical incidents that may occur in the area. The tornado outbreak that impacted parts of Illinois in August of 2020, spawning 14 total tornados, one of which touched down within Boone County limits, shows the severity of the threats facing the region.

To better help prepare for such incidents, the Belvidere Police Department sustains a highly trained SWAT Team to respond to all high risk critical call outs that occur within the city. In order for the team to effectively carry out our mission to protect the citizens and critical infrastructure of the region, we must have sufficient equipment to do the job. At this time, however, we lack access to a response vehicle capable of meeting our needs for responding to catastrophic incidents such as natural disasters and terrorist attacks, performing rescues and evacuations in adverse conditions, or for protecting the team and civilians from ballistic attacks. Though we have the training and experience to protect against, mitigate the effects of, respond to and recover from such events, we lack suitable equipment to sustain our capabilities to do so.

As SWAT is responsible for responding to all incidents that exceed the capability of patrol within our jurisdiction, including hostage situations, active shooters, and barricaded gunmen, we hereby request \$76,219.00 in funding to retrofit a tactical multipurpose Response and Rescue Vehicle.

This vehicle offers hardened walls and blast proof windows that protect passengers from the types of ballistic and projectile threats seen in recent terrorist attacks, allowing our team to deploy directly into hot zones to respond to ongoing emergencies. On top of this, the vehicle offers 4-wheel drive capability and the potential to reach highway speeds, helping us to respond to calls throughout our entire jurisdiction quickly in all road conditions. These capabilities will allow us to work off road when responding to calls in rural and remote areas of Boone County, while the tire package will remain durable enough to handle years of duty in Belvidere's more densely populated neighborhoods. The off-road capabilities, along with the vehicle's heightened ground clearance, will enable us to maneuver over road debris in the aftermath of natural disasters such as tornados and flash floods and to navigate flood prone roadways in communities located along the Kishwaukee River or any of the area's numerous other waterways.

In addition to the vehicle's rugged body and durable tires, it also includes several other features that will help our SWAT operators perform their duty.

In addition to protecting officers and civilians from ballistic attack, the Rescue and Response Vehicle will also increase our cooperative efforts with other area first responders, improving our ability to respond to terrorist attacks, natural disasters, or other mass casualty events. With this vehicle, we will be able to provide better protection while EMS units attempt to treat the wounded in volatile areas. The vehicle's various features will also allow us to work with paramedics and area fire units in performing rescues in adverse conditions, such as during flooding

events when standard emergency response vehicles aren't able to deploy due to their low ground clearance, or in the aftermath of tornados, flash floods or other natural disasters when our area's fire trucks and ambulances aren't able to access affected areas due to debris or damaged roadways.

Considering how many recent terrorist attacks in the United States have involved individuals carrying out mass shootings in crowded areas, the ability to utilize a vehicle capable of protecting officers and civilians from ballistic attacks could not be more important to Law Enforcement Terrorism Prevention (LETP) efforts. Additionally, the vehicle can also support LETP efforts by acting as a mobile means of target hardening. Due to its many protective features, the vehicle can be used to protect outdoor events from the type of vehicle based attacks that have been seen both domestically and internationally over the past several years. As such terrorist incidents can be used to combat lone wolf attacks as well as to disrupt Complex Coordinated Terrorist Attacks (CCTAs)

The lives of first responders, innocent civilians and even violent suspects are priceless and protecting them is our highest priority. This vehicle will reduce liability, enhance capability, and expand rescue options, allowing us to minimize personal injury and property damage.

The existing capabilities of the Belvidere Police Department support the goals we are hoping to achieve with the purchase of this equipment. SWAT is a type II tactical unit that conducts 9 hours of training per month. The team consists of 16 tactical operators and includes personnel trained as marksmen, tactical medics, and crisis negotiators.

SWAT has jurisdiction within the city of Belvidere, a 12.31 square mile municipality with 25,143 residents. Through mutual aid agreement, the team is also responsible for providing tactical response to all critical incidents occurring throughout the entirety of Boone County (a 288 square mile region with 53,577 residents). When needed, the team can also be called on to respond to emergencies and to support local tactical units anywhere throughout Winnebago County.

There are numerous examples of critical infrastructure in and around City of Belvidere that this vehicle could protect from terrorist attacks or other threats. This includes:

- The Swedish American Medical Center, Belvidere is a 30 bed facility with an ER and radiology equipment.
- Boone County contains 21 schools, with 3 high schools, 3 middle schools, 9 elementary schools, 4 alternative schools, and 1 private school.
- The Belvidere Assembly Plant is a 280 acre automobile assembly facility.
- General Mills and Dairy Farmers of America (Dean Foods) both operate food processing facilities in Belvidere.
- Interstate 90 runs through the county.
- There are 7 automobile bridges over the Kishwaukee River within Boone County.

• The Poplar Grove Airport is a 180 acre facility with 1 4000', lighted, hard surface runway and two 2500' grass runways.

SWAT has been involved in numerous high risk call outs that show this jurisdiction's vulnerability. This includes a number of armed barricaded gunman and hostage situations that forced the team to approach isolated buildings and to engage in prolonged standoffs with armed individuals, such as an incident we responded to in September of 2019 in which a homicidal suspect armed with a rifle made threats to law enforcement personnel and actually fired on our team before being taken into custody. Prior to this event SWAT responded to an armed barricades subject in 2013 in Poplar Grove and another in 2014 in Capron that required the assistance and use of an armored vehicle operated by the Winnebago County Sheriff's Office. While these events ended peacefully the time required to request and receive such assistance could have resulted in tragedy. Such events show the need for our area to obtain a rescue vehicle that offers protection from ballistic and explosive threats and 4 wheel drive capability in order to protect our operators and civilians during all incidents.

The City of Belvidere suffers from violent crime rate of 3 per 1,000 residents and the entire county lies in a region that is considered "High Risk for Tornado Damage" (Homefacts.com). Despite these facts, the team currently lacks access to any type of response vehicle to assist us in performing tactical operations, forcing us to respond to such incidents in standard department vehicles. This situation leaves our operators and civilians vulnerable to ballistic and projectile threats and prevents us from performing rescues and evacuations during and immediately after natural disasters. Considering the recent terrorist attacks and mass shooting incidents in such places as Colorado Springs, San Bernardino, Orlando, Las Vegas and El Paso, this lack of capability fails to prepare our team to respond to and protect our citizens from the type of serious threats that could face our city at any time.

With the acquisition of a new Rescue and Response Vehicle, SWAT will be better equipped to handle calls throughout our jurisdiction and will have better protection to help prepare us for any type of attack that may occur within the region. With the safety provided by the trucks' hardened walls and windows we will be able enter hot zones to protect our officers, rescue civilians and increase the likelihood of a quick and positive resolution to incidents, while also being better prepared to assist our fellow first responders by performing rescues and evacuations in the immediate aftermath of natural disasters in areas that may be inaccessible using standard equipment.

To sustain the capabilities supporting this project, we will provide our team with regular training on this vehicle so that we can build and maintain a high level of proficiency. Our department will maintain the vehicle so that it remains in a constant state of operational readiness and we will use our own resources to provide regular upkeep so that the vehicle lasts its expected 10-15 years.

Multiple federal government agencies have complimented the effectiveness of this type of vehicle in responding to critical incidents. They affirm its capability to protect responding personnel and citizenry during HazMat and mass casualty incidents. Furthermore, these agencies and law enforcement agencies throughout the country currently use these vehicles as a key tool to prevent acts of terrorism. The City of Belvidere PD SWAT Team needs this equipment so that we can continue to protect against, mitigate the effects of, respond to and recover from terrorism and natural disasters. This investment will increase integration among first responders allowing us to protect against the widest variety of hazards so that we can fulfill our duty to safeguard our immediate and surrounding communities.

Thank you for your time and consideration.

SWATMOD.COM

GENERAL SERVICE/VEHICLE UPGRADES

ITEM DESCRIPTION	TOTAL ESTIMATED COST
Removal of all unnecessary equipment, Halon Systems, unnecessary brackets and equipment and all unused com/antenna wiring.	\$660.00
Parts and labor to retrofit/replace the 4 existing military 6TL batteries with four group 31 batteries which are less costly, more reliable, and much more readily available if and when replacement is needed in a few years.	\$1,560.00
Parts and installation of 24v battery tender with external surface mount plug.	\$469.00
Custom built 24V NATO Jump Pack. We utilize 2 group 31 batters with over 900 cold cranking amps each. This will have a built-in tender so you can always leave it plugged in. If you encounter a situation where something gets left on in your vehicle and the batteries are drained, you can be up and running in seconds rather than hours.	\$908.00

TOTAL: \$3,597.00

TACTICAL MODIFICATIONS

Parts and Labor for hydraulic two-way breeching ram which will articulate up and down. This includes two 8ft extensions along with one contact device of your choice.	\$12,569.00
<u>Upgrade</u> – 4-way function so the ram also operates side to side for full maneuverability. This adds a hydraulic joystick for driver to operate.	\$3,140.00
Add-On – Gas deployment attachment head for battering ram. This will have the ability to deploy gas. Wired or wireless remote control.	\$8,360.00
Add-On – Throw phone delivery attachment which would consist of a heavy duty, armored box that can be penetrated through a wall, door, or window, then opened by the occupants to receive a throw phone for negotiation/proximity awareness.	\$2,160.00
Add-On – Camera system to aid in the ability to see where the breeching ram is aimed.	\$1,375.00
Parts and installation of adjustable side deployment platforms on each side of the vehicle that stow away for normal driving conditions. Platform adjusts from ~20" to ~60" high. These allow for your team to ride on the exterior of the vehicle in situations where rapid deployment is a necessity.	\$8,295.00
<u>Upgrade</u> : Install handrails on upper body to add safety and maneuverability when operators are using the adjustable platforms at full height adjustment.	\$1,360.00

Parts and labor to install a rear door lock out system to add the ability to prop open your rear door(s) safely and securely. This would be most useful on Caiman's and RG-31's, irrelevant for MaxxPro's as their doors hydraulically fold down.

\$900.00

Parts and labor for bench seating – steel construction with padded upholstery. Seat bottoms will fold open to expose storage areas beneath. High quality, durable materials. Note: RG-31's do not have enough space for Storage.

\$3,960.00

TOTAL: \$42,119.00

ELECTRONICS

Equipment and installation of a military grade (Extremely Sensitive) thermal imaging system with pan and tilt that is controlled by the driver and/or front passenger. To be used in search and rescue operations. Demonstration available any time after dark. (Based on Availability)	\$8,460.00
Emergency lighting consisting of 8 red flashers and 8 blue flashers mounted respectively on the front and rear of vehicle. 16 lights total. extremely bright LED's with over 20 patterns	\$2,720.00
Parts and installation of Siren/PA system. besides having the ability to communicate via the PA system, this system offers a second horn as well as multiple siren patterns. This device will also control the red/blue emergency lights	\$1,129.00
Parts and labor for High Definition 360-degree camera system with driver monitor. This system includes 4 cameras on all sides of the vehicle to aid in seeing the blind spots not covered by the mirrors.	\$2,289.00
Parts and labor for EYECON® 360-degree HID Military grade light system. This system includes 2 remote controlled sentry lights. Also, every light bar has infra-red bulbs built-in to be used with night vision equipment.	\$5,980.00

TOTAL: \$20,578.00

AESTHETICS/APPEARANCE

Preparation of the MRAP to be recovered. This includes sand blasting, sanding, taping, and light body work. — Application of Matte Black paint to the entire vehicle including door jams, undercarriage, rims and roof. We offer a complimentary "Blue Line" if requested.

\$9,925.00

TOTAL: \$9,925.00

GRAND TOTAL: 76,219.00







Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

TO: Mayor Morris and City Council

FROM: Chief Shane Woody

DATE: August 9, 2021

RE: Rock Valley College Intergovernmental Agreement

Attached is a copy of the Intergovernmental Agreement (IGA) between the City of Belvidere and Community College District 511 (Rock Valley College) pertaining to the college campus at 1400 Big Thunder Blvd, Belvidere, Illinois also known as the Rock Valley College Advanced Technology Center (ATC). The purpose of this agreement is to define the operational responsibilities and working relationships between the Belvidere Police and RVC Police. This IGA has been presented and approved by the Board of Trustees of Rock Valley College.

Motion: Authorize the Intergovernmental Agreement between the City of Belvidere

Police Department and Community College District 511 d/b/a Rock Valley

College.

INTERGOVERNMENTAL AGREEMENT

BETWEEN COMMUNITY COLLEGE DISTRICT 511 AND THE CITY OF BELVIDERE, ILLINOIS

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2021 ("Effective Date"), by and among the CITY OF BELVIDERE, ILLINOIS (hereinafter "City") and COMMUNITY COLLEGE DISTRICT 511 d/b/a ROCK VALLEY COLLEGE, with its principal office located at 3301 N Mulford Road, Rockford, Illinois, an Illinois public community college district (hereinafter "College") (collectively, the "Parties").

WHEREAS, the College has established the Rock Valley College Police Department (hereinafter "RVC Police") as its campus police department pursuant to the Illinois Public Community College Act, as amended, 110 ILCS 805/3-42.1 (the "Act"); and

WHEREAS, the RVC Police has primary operational responsibility for providing police service to the College campus located at 1400 Big Thunder Blvd, Belvidere, IL 61008 and, pursuant to the Act, has "all of the powers of police officers in cities and sheriffs in counties, including the power to make arrests on view or on warrants for violations of State statutes and to enforce county or city ordinances in all counties that lie within the community college district, when such is required for the protection of community college personnel, students, property, or interests. Such officers shall have no power to serve and execute civil process"; and

WHEREAS, the RVC Police has concurrent jurisdiction with the City's Police Department (hereinafter "Belvidere Police") on or about property owned and/or controlled by the College within the boundaries of the City of Belvidere, and in all other locations and under all other circumstances as provided by the Act; and

WHEREAS, the Illinois Campus Security Enhancement Act, as amended, 110 ILCS 12/1 et seq. (hereinafter "Campus Security Act"), sets forth a requirement for higher education institutions in the State of Illinois to "develop a National Incident Management System-compliant, all-hazards, emergency response plan in partnership with the institution's county or major municipal emergency management official, report the plan to this official, and have training and exercises for the plan annually"; and

WHEREAS, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act as amended, 20 USC 1092(f) (hereinafter "Clery Act") sets forth requirements for higher education institutions in the United States of America to have Emergency Preparedness Plans and Emergency Notification Plans for emergency incidents occurring on or near any College location such that "upon the

confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on the campus, as defined in paragraph (6), unless issuing a notification will compromise efforts to contain the emergency " an emergency notification may be disseminated; and

WHEREAS, the purpose of this Agreement is to define the operational responsibilities and working relationships between the Belvidere Police and the RVC Police, establish guidelines and clarify agency jurisdiction for responses to and/or investigations of occurrences requiring police service, and fulfill statutory requirements for implementation of plans or agreements between the Parties.

NOW, THEREFORE, the Parties agree as follows concerning the relationship between the Belvidere Police and the RVC Police:

1. GENERAL POLICE SERVICES

Except as set forth below in Art. III, Para. A of this Agreement, the RVC Police shall have primary responsibility to provide police services in response to incidents occurring on the College's campus, on other property owned, operated, controlled or administered by the College, and as otherwise as authorized by the law, within the boundaries of the City of Belvidere. Neither police department is precluded from exercising its police power inside or outside of the RVC Police jurisdiction, but the RVC Police shall have operational responsibility on those premises set forth herein.

II. OVERLAPPING JURISDICTION

- A. <u>Exercise of Police Powers</u>. RVC Police officers may exercise police powers, including, but not limited to, enforcing criminal and traffic laws, when such is required for the protection of RVC personnel, students, property, or interests.
- B. Sharing of Police Reports. The RVC Police shall forward all reports taken by RVC Police officers relative to offenses occurring in the Belvidere Police's primary patrol area to the Deputy Chief of Patrol for the Belvidere Police for purposes of the Belvidere Police's crime reporting obligations pursuant to the Uniform Crime Reporting National Incident-Based Reporting System (NIBRS) regulations.
- C. <u>Notification of Significant Emergency or Dangerous Situation</u> The Belvidere Police shall make every reasonable attempt to notify the RVC Police of any significant emergency or dangerous situation occurring near any RVC campus that

poses an immediate threat to the health and safety of the College's students or employees.

III. CRIMINAL INVESTIGATIONS, CRIME REPORTS, AND COVERAGE

- A. <u>Belvidere Police Investigative Responsibilities</u>. The RVC Police shall relinquish primary responsibility to the Belvidere Police, or any other law enforcement agency as set forth in this paragraph, for the investigation of the below listed crimes, within the RVC Police jurisdiction:
 - i. Homicide;
 - ii. Crimes involving great bodily injury likely or reasonably to result in death (as determined by an RVC Police supervisor or his or her designee and/or a Belvidere Police supervisor or his or her designee);
 - iii. Crimes relating to sexual assault;
 - iv. Death investigations;
 - 1. Death investigations include, but are not limited to:
 - a. Suicides, and
 - b. Death with suspicious circumstances.
 - v. RVC Police-involved shootings;
 - RVC Police-involved shootings shall be investigated by the Winnebago-Boone County Integrity Task Force.
 - vi. Crimes requiring the response of resources, including, but not limited to, the Bomb Squad, Special Weapons and Tactics Units, resources required for fatal or near fatal traffic investigations, or other related specialized units; and
 - The RVC Police will retain primary responsibility for follow-up investigation relative to bomb threats, unless command staff from either department determine otherwise.
 - vii. Other major crimes, as requested by command staff of the RVC Police, and agreed to by Belvidere Police command staff

B. RVC Police Investigative Responsibilities.

- i. The RVC Police shall have primary responsibility for the investigation of all crimes, except those listed in Art. III, Para. A above, when such crimes relate to RVC personnel, students, property, or interests and occurred within RVC jurisdiction.
- ii. The RVC Police shall make every reasonable attempt to assist the Belvidere Police on calls of an emergency nature or serve as a backup officer when requested by the Belvidere Police or when an incident giving rise to the call of an emergency nature is discovered by RVC Police. In all cases RVC Police shall attempt to confirm the Belvidere Police's need for response by and assistance from the RVC Police via the appropriate Belvidere Police radio frequency.

C. Assistance with Coverage

- i. An RVC Police officer will be assigned, as determined by RVC Police command staff, to assist a Belvidere Police investigative team and serve as a liaison between the Parties in all instances where the Belvidere Police has assumed primary responsibility of an investigation pursuant to Art. III, Para. A.
- ii. Either Party may request the assistance of any other police agency at any time.
- iii. The Belvidere Police, when available, will provide the RVC Police with assistance in storing large items collected as evidence including, but not limited to, vehicles or motor homes. Should storage of large items collected as evidence be required for a period greater than two weeks, the RVC police shall either locate alternative means of storage or negotiate a storage fee with the City.

D. Coverage due to Need for Manpower.

i. If RVC Police personnel are not working, due to staffing, manpower, or other reasons, the Belvidere Police will assume primary responsibility for all calls for service within the RVC Police jurisdiction. The College shall make every, reasonable, effort to limit these situations to when students and employees are not on campus. Should a call for service during a period wherein the Belvidere Police have assumed primary responsibility for all calls for service within the RVC Police jurisdiction require a report to be filed, the Belvidere Police will file the report and forward a copy to the RVC Police as soon as practical. Furthermore, during periods wherein the Belvidere Police have assumed primary responsibility for all calls for service within the RVC Police jurisdiction, the RVC Police will supply the Belvidere Police with an "on call" telephone number to contact an RVC Police officer, should the need arise.

ii. For the purposes of reporting under the Uniform Crime Reporting National Incident-Based Reporting System (NIBRS), all crimes within the RVC Police's jurisdiction shall be reported by RVC Police, in accordance with NIBRS regulations whether RVC Police or Belvidere Police investigate the incident. The Belvidere Police shall forward all reports taken by their respective officers during periods wherein the Belvidere Police have assumed primary responsibility for all calls for service within the RVC Police jurisdiction to RVC Police for the purpose of crime reporting.

Cooperation and Liaison.

- i. The Parties, through their respective police departments, will provide timely information to each other when either becomes aware of any event(s) that have the potential for effecting the other and are planned within each Party's respective jurisdiction.
- ii. The RVC Police and Belvidere Police shall make every reasonable effort to assist each other should the need arise.

IV. INDEMINFICATION AND HOLD HARMLESS.

To the fullest extent permitted by law, each Party to this Agreement shall protect, indemnify, save, defend, and hold harmless the other Party, including its, officers, individual board members, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, arising indirectly or directly in connection with or under, or as a result of this Agreement, but only to the extent caused by any negligent or wrongful act or omission of

the indemnifying Party. The Party providing the indemnification shall be allowed to raise on behalf of the other Party any and all statutory and/or common law defenses to such claim or action which the other Party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq. (1991).

V. MISCELLANEOUS

- A. <u>Term and Termination</u>. The term of this Agreement shall be for the period commencing on the Effective Date, at 00:01 hours, and expiring on June 30, 2022, at 24:00 hours, unless terminated earlier. Either party may terminate this IGA at any time, for any reason, by providing to the other party ninety (90) days advance written notice. This IGA shall be automatically extended (upon the same terms and conditions) for a one-year term commencing on July 1, 2022 and on July 1 of each subsequent year (if applicable), unless either party has provided to the other party ninety (90) days advanced written notice of non-extension.
- B. Notices. All notices which are required or permitted to be given by either Party to the other pursuant to any provisions of this Agreement shall be in writing, and delivered personally (including delivery by a regular messenger or courier service), by overnight express deliver, or by mail. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt request, postage prepaid and shall be deemed delivered two (2) business days after posting. Personally delivered notices and notices deliver by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery. The notice addresses of the Parties are as follows:

For Rock Valley College Police Department:

Chief of Police Rock Valley College Police Department 3301 N Mulford Rd. Rockford, IL 61114 For Belvidere Police Department: Chief of Police Belvidere Police Department 615 N Main St. Belvidere, IL 61008.

- C. <u>Severability</u>. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and enforceable to the fullest extent permitted by law.
- D. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, which together shall constitute the original. Faxed or electronic signature will be accepted as originals.
- E. <u>Choice of Law</u>. This Agreement is governed and construed in accordance with the laws of the State of Illinois to the extent applicable.
- F. <u>Authorization</u>. Both Parties hereto acknowledge and represent that their respective boards/councils have fully approved this Agreement.

ATTEST:

By: _______ By: ______ |

Its: ______ Its: ______ |

Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

Date: August 9, 2021

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Acceptance of Camera Grant

Mr. Mayor and City Council,

The Belvidere Police Department submitted for a grant from the Illinois Training and Standards Board requesting reimbursement for body camera equipment. That grant was approved by the State of Illinois.

Attached is a copy of the check from the State of Illinois Treasurer's Office for \$33,325.00.

Motion: Motion to authorize the acceptance of the Illinois Training and Standards Board Camera Grant Award in the amount of \$33,325.00



C1799663

SUSANA A. MENDOZA

COMPTROLLER - STATE OF ILLINOIS 325 W. Adams Street Springfield, IL 62704-1871

:ITY OF BELVIDERE TREASURER POLICE DEPARTMENT 115 N MAIN ST **IELVIDERE IL 61008-2650**

/endor Number ******** G

Agency *

IL LAW ENFORCE TRAIN & STDS BD

Warrant Number Warrant Amount Warrant Date

AC1799663 \$33,325.00 07-30-2021

PV569100000634 Voucher Number

'ayment Description: 21 0356 01 0000000882 07/01/2020 06/30/2021 FY2021 REIMBURSEMENT PROVIDED UNDER PROVISIONS OF THE IL LAW ENFORCEMENT CAMERA GRANT ACT (50 ILCS 707/1). 43 BODY CAMERAS @ \$775.00 = \$33,325.00. CONTRACTED FOR PRIOR TO JULY 1, 2021.

Invoice Nu	ımber Inv.	Customer ID	Billing Account Number	Net Amount
Y2021	072221			33325.00

DO YOU NEED HELP OR HAVE QUESTIONS ABOUT THIS PAYMENT?

For questions regarding this payment, please contact the Vouchering Agency at the number listed below:

IL LAW ENFORCE TRAIN & STDS BD 217-782-4540

Payment of interest may be available if the State fails to comply with the Illinois Prompt Payment Act (30 ILCS 540/1).

www.illinoiscomptroller.gov/contact

AC1799663 REFER TO THIS NUMBER ON THE TREASURER OF THE STATE OF ILLINOIS

325 W. Adams Street Springfield, IL 62704-1871

'AY THIS AMOUNT: Thirty-Three Thousand Three Hundred Twenty-Five*****00/100

\$******33325.00

VOID AFTER TWELVE MONTHS

O THE ORDER OF

CITY OF BELVIDERE TREASURER POLICE DEPARTMENT 615 N MAIN ST BELVIDERE IL 61008-2650

07-30-2021 DATE ISSUED AC1799663 9662

GRANTED, DRAWN AND RECORDED

Michael Frerichs, Treasurer,

and contains an artificial watermark on