

FINANCE COMMITTEE AGENDA

Called by:
Members:

DATE: THURSDAY, DECEMBER 5, 2024

TIME: IMMEDIATELY FOLLOWING THE
OPERATIONS AND ADMINISTRATIVE
COMMITTEE MEETING

LOCATION: WINNEBAGO COUNTY COURTHOUSE
400 WEST STATE STREET
COUNTY BOARD ROOM, 8TH FLOOR
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 21, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance 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.
- E. Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
- F. Ordinance for Approval of Budget Amendment for Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant Award
- G. Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (AFSCME)
- H. An Ordinance Amending the Predictable Fee Schedule for the Winnebago County Recorder's Office
- I. Closed Session to Discuss Pending Litigation
- J. Other Matters
- K. Adjournment

Winnebago County Board
Finance Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, November 21, 2024

Immediately following the Operations & Administrative Committee Meeting

Present:

John Butitta, Chairperson
Jaime Salgado, Vice Chairperson
Jean Crosby
Joe Hoffman
Keith McDonald
John F. Sweeney
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office
Chris Dornbush, Chief Operations Officer
Carol Hartline, Attorney, Williams McCarthy

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 7, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters that are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the Chairman, please stand and state your name. Thank you.
- E. Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Northern Illinois District Grant Award
- F. Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Central Illinois District Grant Award
- G. Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Southern Illinois District Grant Award
- H. Ordinance for Approval of Budget Amendment for FY2024 Year-End Adjustments
- I. Ordinance for Approval of Budget Amendment for Enhancing Investigation and Prosecution (EIP) Grant Award
- J. Closed Session to Discuss Labor Negotiations and Pending Litigation
- K. Resolution Authorizing Settlement of a Claim Against the County of Winnebago entitled Cole Henert versus Winnebago County
- L. Other Matters
- M. Adjournment

Call to Order

Chairperson Butitta called the meeting to order at 6:05 PM.

Roll Call

Chairperson Butitta yes, Ms. Crosby yes, Mr. Hoffman yes, Mr. McDonald yes, Mr. Salgado yes, Mr. Sweeney yes, Mr. Thompson yes.

Approval of November 7, 2024 Minutes

Motion: Chairperson Butitta. Second: Mr. Hoffman.

Chairperson Butitta called for any discussion.

The motion passed by a unanimous voice vote.

Public Comment

Chairperson Butitta omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Northern Illinois District Grant Award**Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Central Illinois District Grant Award****Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Southern Illinois District Grant Award**

Chairperson Butitta advised the three Ordinances for Approval of Budget Amendment for Project Safe Neighborhood for the Northern Illinois District Grant Award, the Central Illinois District Grant Award, and the Southern Illinois District Grant Award be grouped together for a single vote.

Motion: Chairperson Butitta. Second: Mr. Thompson.

- Discussion followed.

Chairperson Butitta called for any other discussion.

The motion passed by a unanimous voice vote.

Ordinance for Approval of Budget Amendment for FY2024 Year-End Adjustments

Motion: Chairperson Butitta. Second: Ms. Crosby.

- Discussion followed.

Chairperson Butitta called for any other discussion.

The motion passed by a unanimous voice vote.

Ordinance for Approval of Budget Amendment for Enhancing Investigation and Prosecution (EIP) Grant Award

Motion: Chairperson Butitta. Second: Mr. Hoffman.

- Discussion followed.

Chairperson Butitta called for any other discussion.

The motion passed by a unanimous voice vote.

Closed Session to Discuss Labor Negotiations and Pending Litigation

Motion: Mr. Thompson. Second: Mr. McDonald.

The motion passed by a unanimous voice vote.

Roll Call

Chairperson Butitta yes, Ms. Crosby yes, Mr. Hoffman yes, Mr. McDonald yes, Mr. Salgado yes, Mr. Sweeney yes, Mr. Thompson yes.

Chairperson Butitta – No action was taken in the Closed Session.

Resolution Authorizing Settlement of a Claim Against the County of Winnebago entitled Cole Henert versus Winnebago County

Motion: Chairperson Butitta. Second: Mr. Thompson.

Chairperson Butitta called for any discussion.

The motion passed by a unanimous voice vote.

Other Matters

- Ms. Crosby received congratulations for her service on the Finance Committee.

Adjournment

Chairperson Butitta called for a motion to adjourn the meeting.

Motion: Mr. Sweeney. Second: Mr. Thompson.

The motion passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: December 5, 2024
Resolution Title: Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
County Code: Not Applicable
Board Meeting Date: December 12, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$47,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: None

Background Information: The Office of the State's Attorneys Appellate Prosecutor was created to provide services to the State's Attorneys in Counties containing fewer than 3,000,000 inhabitants. The funding for the Office is funded two-thirds by the State and one-third from the respective Counties that allocate funds. The Office provides various services to the State's Attorney's Office including filing of appellate briefs for appeals, assistance in the prosecution of certain drug cases, and tax objections. These services are based on the request of the State's Attorney. The allocated amount for the County is \$47,000 and is budgeted each year in the State's Attorney's budget.

Recommendation: Continue to fund the State's Attorneys Appellate Prosecutor's Program

Contract/Agreement: Invoice from the State for \$47,000

Legal Review: Request for funding submitted from the State's Attorney's Office

Follow-Up: N/A

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

2024 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING COUNTY CONTRIBUTION FOR STATE'S
ATTORNEYS APPELLATE PROSECUTOR'S PROGRAM**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing fewer than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1, *et seq.* as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, in regular session, this 12th day of December, 2024, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor and designates the Office of the State's Attorneys Appellate Prosecutors as its Agent to administer the operation of the appellate offices and process said appellate court cases for the County.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of the County of Winnebago in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be

requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED, that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of the County of Winnebago in the discharge of the State's Attorneys duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED, that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as Special Prosecutor in the County of Winnebago by a court having jurisdiction to do so, the County will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago, Illinois hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2025, commencing December 1, 2024 and ending November 30, 2025, by hereby appropriating the sum of \$47,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2025.

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 Winnebago County State's Attorney and to the Director of the Office of the State's Attorneys Appellate Prosecutor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

CHAIRMAN

CHAIRMAN

VICE CHAIRMAN

VICE CHAIRMAN

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

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

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



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

September 9, 2024

Honorable J. Hanley
Winnebago County State's Attorney
Winnebago County Courthouse
400 W. State Street, Suite 619
Rockford, Illinois 61101

VENDOR 4020
ORG 31000
GL 43190
APPROVAL [Signature]

COLLECTION OF COUNTY MATCHING FUNDS December 1, 2024 - November 30, 2025

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: \$47,000

Make check payable to State's Attorneys Appellate Prosecutor's County Fund and remit to:

Gloria Mundy
Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR COUNTY CONTRIBUTIONS ONLY ... do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.

Inv# 12/1/24-11/30/25 \$ 47,000.00
STATES ATTORNEYS APPELLATE PROSECUT
10/01/2024 # Pages 4 FP4 DOC110S29226



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: December 5, 2024

Resolution Title: Ordinance for Approval of Budget Amendment for Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant Award

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: December 12, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 60200 Sheriff's Grants / various / 02058 LEMHWA Grant	
FY2025 Budget Impact: \$99,213 for Year 1 of award	

Background Information: The Sheriff's Office has received a \$199,988 two-year grant award expiring on 09/30/26. The award is granted through the Department of Justice, Office of Community Oriented Policing Services (COPS). The grant will be used to fund an Officer Wellness Program by hiring a full-time clinician to address office mental health

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis line Items

2025 Fiscal Year

Finance: December 5, 2024

Lay Over: December 12, 2024

Sponsored by:

Final Vote: January 9, 2025

John Butitta, Finance Committee Chairman

2024 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for Approval of Budget Amendment for Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant Award

WHEREAS, the Winnebago County Sheriff's Office has been awarded funding in the total of \$199,988 for a two-year period to implement an Officer Wellness Program by hiring a full-time clinician to address office mental health; and

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-008 Law Enforcement Mental Health Grant Award**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

CHAIR

CHAIR

VICE CHAIR

VICE CHAIR

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

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

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

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/21/2024		AMENDMENT NO: 2025-008	
DEPARTMENT:		Sheriff		SUBMITTED BY: G. Caruana	
FUND#:		0302 - Sheriff Grant Fund		DEPT. BUDGET NO. 60200-Sheriff's Grants	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
60200	41110	02058	Regular Salary - Year 1	\$0	\$0	\$0	\$60,000	\$60,000
60200	41221	02058	Life Insurance - Year 1	\$0	\$0	\$0	\$46	\$46
60200	41231	02058	IMRF - Year 1	\$0	\$0	\$0	\$2,514	\$2,514
60200	41241	02058	FICA - Year 1	\$0	\$0	\$0	\$3,720	\$3,720
60200	43942	02058	Instruction & Schooling - Year 1	\$0	\$0	\$0	\$175	\$175
60200	48211	02058	Health Insurance - Year 1	\$0	\$0	\$0	\$23,673	\$23,673
60200	48220	02058	Indirect Costs - Year 1	\$0	\$0	\$0	\$9,085	\$9,085
Revenue								
60200	32110	02058	Federal Operating Grant	\$0	\$0	\$0	(99,213)	(\$99,213)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
The County has received a \$199,988 two-year grant award expiring on 09/30/26. The award is granted through the Department of Justice, Office of Community Oriented Policing Services (COPS). The grant will be used to fund an Officer Wellness Program by hiring a full-time clinician to address office mental health								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$99,213								
Revenue Source: Grant award								



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF WINNEBAGO 404 ELM ST
City, State and Zip:	ROCKFORD, IL 61101
Recipient UEI:	SBEVXUKXKGK3
Project Title: FY24 COUNTY OF WINNEBAGO, IL, LEMHWA Implementation Project	Award Number: 15JCOPS-24-GG-01388-LEMH
Solicitation Title: FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: \$199,988.00	Federal Award Date: 9/30/24
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/26
Project Description: The Winnebago County Sheriff's Office will use FY24 LEMHWA funding to implement an Officer Wellness Program by hiring a full-time clinician to address office mental health. Officers will meet with the therapist one-on-one to address work-related stress, critical incident trauma, relationship issues, depression, anxiety, and other mental health concerns. The therapist will facilitate group sessions for officers and in the aftermath of a critical incident, the therapist will provide immediate and ongoing support to help officers process the trauma and cope with emotional distress. The therapist will conduct workshops and training sessions to teach officers stress management techniques such as mindfulness meditation, relaxation exercises, and healthy sleep habits.	

Award Letter

September 30, 2024

Dear Tami Goral,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$199,988.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF WINNEBAGO

UEI

SBEVXUKXKGK3

ORI Number

IL10100

Street 1

404 ELM ST

Street 2

City

ROCKFORD

State/U.S. Territory

Illinois

Zip/Postal Code

61101

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-01388-LEMH

Supplement Number

00

Federal Award Amount

\$199,988.00

Funding Instrument Type

Grant

Assistance Listing

Number

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency

COPS

Application Number

GRANT14095789

Grant Manager

BETHANY WILSON

Phone Number

202-330-2299

E-mail Address

bethany.wilson@usdoj.gov

Project Title

FY24 COUNTY OF WINNEBAGO, IL, LEMHWA Implementation Project

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2026

Project Description

The Winnebago County Sheriff's Office will use FY24 LEMHWA funding to implement an Officer Wellness Program by hiring a full-time clinician to address office mental health. Officers will meet with the therapist one-on-one to address work-related stress, critical incident trauma, relationship issues, depression, anxiety, and other mental health concerns. The therapist will facilitate group sessions for officers and in the aftermath of a critical incident, the therapist will provide immediate and ongoing support to help officers process the trauma and cope with emotional distress. The therapist will conduct workshops and training sessions to teach officers stress management techniques such as mindfulness meditation, relaxation exercises, and healthy sleep habits.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 7/17/24 5:51 PM

Comments				
No items				
Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	no value
Civilian or Non-Sworn Personnel:	\$181,648	\$0	\$181,648	no value
Travel:	\$0	\$0	\$0	no value
Equipment:	\$0	\$0	\$0	no value
Supplies:	\$0	\$0	\$0	no value
SubAwards:	\$0	\$0	\$0	no value
Procurement Contracts:	\$0	\$0	\$0	no value
Other Costs:	\$175	\$0	\$175	no value
Total Direct Costs:	\$181,823	\$0	\$181,823	no value
Indirect Costs:	\$18,165	\$0	\$18,165	no value
Total Project Costs:	\$199,988	\$0	\$199,988	no value
Federal Funds:	\$199,988	\$0	\$199,988	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%
Budget Category				
Sworn Officer				
Civilian Personnel				
Travel				

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must

be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

- (i) Severe forms of trafficking in persons;
- (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
- (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

- (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
- (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
 - (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section

Condition 9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the

Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the

compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 24

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 25

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to

perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 28

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 30

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable. 2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 32

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 33

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 34

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior

approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 35

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

Condition 36

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 37

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 38

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	Hugh T. Clements	9/18/24 8:12 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Sheriff

Name of Authorized Entity Official
gary Caruana

Signed Date And Time
10/24/2024 5:05 PM

Declaration and Certification (Government Executive/Financial Official) no value



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: December 5, 2024
Resolution Title: Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (AFSCME)
County Code: Not Applicable
Board Meeting Date: December 12, 2024

Budget Information:

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

Background Information: The duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a four-year collective bargaining agreement with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2024, through September 30, 2028.

Recommendation: Staff concurs.

Contract/Agreement: See attached tentative agreements.

Legal Review: Yes.

Follow-Up: Execute new successor collective bargaining agreement with AFSCME.

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

2024 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO, ILLINOIS COUNCIL 31, LOCAL 473
(AFSCME)**

WHEREAS, the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (“AFSCME”) are currently parties to a collective bargaining agreement (“Agreement”); and

WHEREAS, the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a four-year collective bargaining agreement (“Agreement”) with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2024, through September 30, 2028; and

WHEREAS, the previous collective bargaining agreement with AFSCME expired on September 30, 2024, however, is in full force and effect until a new successor collective bargaining agreement is approved; and

WHEREAS, said duly authorized representatives and AFSCME have reached a tentative agreement on a successor collective bargaining agreement to replace the expired agreement; and

WHEREAS, upon final ratification by AFSCME, Finance Committee and County Board, the new successor agreement will govern the duly authorized representatives; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, in connection with said tentative agreement, has reviewed the changes to sections of the collective bargaining agreement currently in full force and effect, said section changes attached hereto as Exhibit A; and

WHEREAS, the Finance Committee recommends the full County Board accept and approve the terms of said tentative agreement on a successor collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer, as summarized in the attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer be approved and that the Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer execute any documents necessary for implementation of said collective bargaining agreement.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective 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 Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and to AFSCME.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

CHAIRMAN

CHAIRMAN

VICE CHAIRMAN

VICE CHAIRMAN

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this_____day of_____2024.

ATTESTED BY:

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

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

**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN AFSCME COUNCIL 31, LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENTS – AUGUST 7, 2024**

Section 10.1 Eligibility for Vacation. Vacations are earned for service during the past year with the understanding that such vacations can only be taken in increments of **one hour one-half (1/2) day [one-half (1/2) day for Corrections and 911 Center]** or more except in an emergency situation after approval is obtained from the employee's supervisor. Notwithstanding the provisions of Section 10.6 and except in emergency situations, requests for vacations in increments of **one hour one-half (1/2) day [one-half (1/2) day for Corrections and 911 Center]** shall be made at least twenty-four (24) hours in advance. Vacation salaries shall be paid in advance if a written request is submitted to the employee's supervisor two (2) weeks in advance of the vacation.

Section 10.7 Scheduling Vacations. Vacations will be scheduled, in so far as possible and practical, at those times requested by each employee. Because of the nature of County work, it may be necessary to limit the number of employees taking vacations during a particular period or at the same time.

To schedule vacations and resolve any conflicts which might arise in scheduling, employees may submit in writing to the Employer(s) their preference for vacation according to the following schedule:

For vacation requests during the first three (3) months of the calendar year, employees may submit requests between December 1 and December 10 of the preceding year; for vacation requests after April 1st of the calendar year, requests shall be submitted between January 21st and 31st. No vacation requests made pursuant to this Section shall be approved or denied until the time period for submitting such requests has concluded. Scheduling of advance requests, in accordance with provisions of this Section, shall be accomplished by December 31st and March 1st, respectively. In establishing vacation schedules, the Employer(s) shall consider both the employee's preference and the operating needs of the department. Where the Employer(s) is unable to grant and schedule advance vacation preference for all employees within a position classification or job skill within a department but is able to grant some (two or more) employees such vacation preferences, employees within the position classification or job skill shall be granted such preferred vacation period on the basis of seniority, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Employer(s) services. An employee's preference shall be defined as a specific block of time uninterrupted by work days. **In the event an employee cancels an approved vacation that was requested during the December 1 and December 10 or January 21 and January 31 vacation bid period, the employer shall offer the open vacation day(s), by seniority, to employees who requested the same days during the vacation bid periods and were denied. If no employees elect to take the open vacation day(s) those days shall be available on the basis of first requested.**

For vacation periods other than those requested and granted in advance, vacations will be scheduled on the basis of first requested, **first granted**, except that if two or more employees seek the same vacation period **at the same time and neither employee has yet been granted the vacation**, then seniority shall control the award of such vacation. Notwithstanding the

**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN AFSCME COUNCIL 31, LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENTS – AUGUST 7, 2024**

above, the employees in the position classification of Correctional Officer must submit vacation requests at least seventy-two (72) hours prior to the requested time off.

No employee of the County Clerk's Office will be permitted to take vacation, leave and/or compensatory time during election week, specifically the Monday (preceding day), Tuesday (Election Day) and Wednesday (following day) of said week, except in emergency situations.

Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January 31st or were not granted such requests, shall be scheduled on the basis of employee's preference and the operating needs of the Employer(s) on the first requested, first awarded basis described above.

Section 12.20 Shift and Time Trades- Corrections; 911 Center.

A. Shift Trades. Shift trades will be allowed ~~eight (8) times in a calendar year~~. Employees assigned to different lengths of shifts may trade shifts; however, the employee trading the longer shift is responsible for working or obtaining approval to use accrued time to cover the balance of the shift trade. This trade must be requested and agreed to in writing by both employees with written approval from each of the involved employees' supervisors by completing the appropriate departmental form.

Shift trades are further subject to the following conditions:

1. Probationary employees who have not completed their training are not eligible for shift trades.
2. Notice of the shift trade request must be provided in writing at least forty-eight (48) hours in advance, except that under circumstances where forty-eight (48) hours advance notice is not possible because of exigent circumstances, the employees shall give notice as soon as possible.
3. The trade must not involve either employee accruing overtime or either employee working a double shift.
4. Any employee fulfilling any shift trade will not be allowed to use any vacation time, personal time, compensatory time, or holiday time to satisfy the shift trade commitment, except where the employees work different lengths of shifts and prior approval of the exchange has been granted with the use of accrued time to cover the balance of the shift being traded or paid back.

**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN AFSCME COUNCIL 31, LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENTS – AUGUST 7, 2024**

5. An employee who is unable to work because they have an incapacitating illness or are otherwise incapacitated and requests to use sick time to fulfill the trade must provide evidence in the form of written medical certification (at the employee's expense) for the absence.
6. Both the trade date and the "pay back" trade date must be completed within ~~thirty (30) days~~ the same pay period.
7. Once a shift trade has been established, employees shall not be allowed to trade within the trade.
8. Consecutive days traded shall count as individual trades for each day.
9. In the case of an employee who fails to report for work as designated by the shift trade form, the employee who is scheduled to work based upon the written request and approval form will be deemed in violation of the shift trade agreement; issued an unexcused absence; assessed a No Show/No Call; and subject to discipline for failure to report for duty. In addition, an employee who fails to fulfill their obligation for a shift trade will be ineligible to participate in any further shift or time trades for the remainder of the calendar year.

Section 14.4 Temporary Assignment. The Employer(s) may, within the provisions of this Article, temporarily assign an employee to perform all or a portion of the duties of another position classification. The Employer(s) will attempt to equitably distribute such assignments to employees who are qualified to perform the same.

If an employee is temporarily assigned to ~~spend a majority of the work day~~ performing duties associated with a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid a 5% premium of his/her regular pay for all hours performing the work of the higher pay grade. ~~commencing after forty (40) consecutive hours, or after eighty (80) total hours within the fiscal year.~~ Provided, however, that if an employee requests the opportunity to work in a position classification having a higher pay grade, this section shall not apply.

**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN AFSCME COUNCIL 31, LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENTS – AUGUST 7, 2024**

Section 22.15 Notification of Absence. An employee shall provide advance notice of any absence from work by telephoning his/her supervisor (for employees at Animal Services either at work or at home) within the time limits set forth below. For the Highway Department and Animal Services, not later than one (1) hour prior to employee's scheduled starting time on the day of the absence. In all departments requiring continuous coverage, not later than 1.5 hours prior to the employee's scheduled starting time on the day of the absence. In all other departments, not later than within at least fifteen (15) minutes of the employee's scheduled starting time on the day of the absence. The supervisor shall not unreasonably deny the employee to be absent, with or without pay. Absence of an employee for three (3) consecutive work days or three (3) non-consecutive work days in a twelve (12) month rolling calendar period without notification to their Supervisor or Department Head, shall be construed as a voluntary termination or cause for discharge, at the Employer's option. Failure to come to work or call in ~~within one (1) hour of start time or as reporting requirements listed above, except for extraordinary personal emergencies,~~ shall constitute a no-call, no-show. The Employer shall provide an employee who receives a no-call, no-show with written notification within twenty-one (21) calendar days of receipt of the no-call, no-show.

Section 24.7 Inclement Weather

B. Non-Highway Department Employees.

5. Any employees required to remain at work when County departments or buildings are closed for a full day due to inclement weather shall receive three (3) hours of compensatory time for each shift of work performed while other departments or buildings are closed.

For the Union

Chris Hoot 8/7/2024
Sign and Date

For the County

Loyacheir Vaughn 8/7/2024
Sign and Date

**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME COUNCIL 31,
LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENT AUGUST 7, 2024 – 12:30 P.M.**

Section 1.1. Recognition

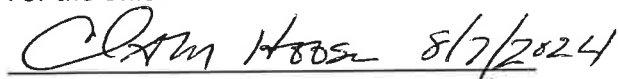
The Employer(s) individually and collectively recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all full-time non-exempt employees, (and the part-time employees at River Bluff Nursing Home in the position classification of certified nursing assistant, as well as all part-time employees who work in dietary, laundry and in housekeeping, the part-time employees at Animal Services **and one (1) part-time employee at the County Clerk's Office**) of the various Employer(s) who are in the job classifications listed in Schedule A attached to this Agreement, and perform work for the Elected Officeholders or the departments under the employment jurisdiction of the County Board as set forth in Appendix I. Provided, however, that employees who have not completed the appropriate probationary period as set forth in Section 1.1(A) shall not be subject to the grievance procedure set forth in Article V for disciplinary issues or Article VIII, entitled, "Discipline" until the probationary period has been completed. Provided further, that employees who have not completed the appropriate probationary period as set forth in Section 1.1(A) will not be entitled to utilize paid sick leave, and vacation time and will not be entitled to enroll in the health and dental insurance program(s) until they have completed ninety (90) days of employment.

Section 10.2 Length of Vacation. Vacation time shall be calculated from the date of hire of each employee. Vacation hours eligible to be used each year shall be based on the following continuous years of service. Part-time employees at Animal services **and the County Clerk** shall have vacation hours determined in accordance with the **above below** schedule prorated based upon the hours they are regularly scheduled to work. Part-time employees at River Bluff Nursing Home, who worked 975 hours or more in the previous twelve (12) month period ending on the employee's anniversary date, shall have their vacation hours determined in accordance with the following schedule prorated in proportion to full-time hours, not to exceed 50% of the full time schedule (Example: A part-time employee in dietary who works a 7.5 hour day and who worked 975 hours the previous twelve (12) month period has worked 50% of a full-time schedule and would be entitled to five (5) vacation days.)

Section 10.7 Scheduling Vacations. UNION WITHDRAW – STATUS QUO

Vacations will be scheduled, in so far as possible and practical, at those times requested by each employee. Because of the nature of County work, it may be necessary to limit the number of employees taking vacations during a particular period or at the same time. **In the Winnebago County Jail the minimum amount of Correction Officers allowed off on vacation or compensatory time shall be four (4) on day shift and three (3) on night shift, Court Officers shall be a minimum of two (2) officers off on any given day.** To schedule vacations and resolve any conflicts which might arise in scheduling, employees may submit in writing to the Employer(s) their preference for vacation according to the following schedule:

For the Union

 8/7/2024

Sign and Date

For the County

 8/7/2024

Sign and Date

The American Federation of State, County, and Municipal Employees AFL-CIO,
Illinois Council 31 for and on behalf of Local 473
and the County Board of the County of Winnebago, the Winnebago County Sheriff,
the Winnebago County Clerk, the Winnebago County Recorder of Deeds,
the Winnebago County Coroner, the Winnebago County Auditor, and
the Winnebago County Treasurer
(Successor Collective Bargaining Agreement)

Employer's Counter Proposal to Union's Response to Employer's Non-Economic Proposal* – tendered on September 4, 2024

*The Employer reserves the right to revise, alter, add to, withdraw or substitute any portion of this proposal prior to final and binding agreement among the parties.

Section 10.7A 9-1-1 Vacation Scheduling [SEE EMPLOYER COUNTER BELOW]

Vacation selection bidding shall begin November 23rd of each year. Each employee shall be allowed one day to make his/her selection of a vacation period. Vacation bidding will be determined by seniority and all employees' first request will be honored based on seniority prior to any additional request by another employee. An employee may sign up for additional requests for the year, however each additional request will be granted by seniority for each subsequent selection (i.e. second, third, fourth). The period for vacation selection shall correspond with the shift assignment period as defined in Section 20.7, Paragraph D-1. If an employee does not select his vacation time within the time allowed, provided he was able to select, he will be considered to have passed by the employee following him on the seniority list. The selection process will continue until all time has been selected or everyone has passed. All selections shall be made by December 15th.

After December 15th, vacation requests will be considered by the employer(s) on a first come, first served basis. Notwithstanding the above, employees' must submit vacation requests at least seventy-two (72) hours prior to requested time off. The maximum number of employees' to be scheduled for vacation at one time will be at the discretion of the employer considering seasonal operations, desired level of staffing and other level of service related matters.

Provided, however a minimum of one (1) employee per shift shall be permitted to take vacation, leave and/or compensatory time off on any given day under any circumstances except on Christmas Eve, Christmas Day, Memorial Day, Labor Day, and July 4th, along with their associated weekends (Friday, Saturday & Sunday), in which case no employee will be allowed to take time off on these designated days. If the holiday falls on Thursday the associated weekends would be Friday, Saturday and Sunday.

An employee scheduled to work on one of the designated days may be allowed to do a voluntary trade with another employee if approved by both supervisors. The voluntary trade must be completed in the same pay period and this language applies only to this section. This request must be submitted to the employee's supervisor in writing.

The foregoing shall not preclude additional employees from being granted vacation and/or compensatory time off where staffing permits.

Except in cases of unforeseen circumstances, an employee who schedules vacation, comp time or personal time for a block of days off, using twelve (12) hours of vacation, comp time or personal time on each side of the block, shall not be required to work overtime on the day immediately preceding or following these off days. This provision shall also apply to Correctional Officers.

TA 9/4/2024
Qx m/100²

Lakeisha Vaughn 9/4/2024

The American Federation of State, County, and Municipal Employees AFL-CIO,
Illinois Council 31 for and on behalf of Local 473
and the County Board of the County of Winnebago, the Winnebago County Sheriff,
the Winnebago County Clerk, the Winnebago County Recorder of Deeds,
the Winnebago County Coroner, the Winnebago County Auditor, and
the Winnebago County Treasurer
(Successor Collective Bargaining Agreement)

**EMPLOYER'S OFF THE RECORD PROPOSAL –
SUBMITTED ON SEPTEMBER 19, 2024 at 3:15 P.M.**

****THIS PROPOSAL IS SUBMITTED AS A PACKAGE AND MUST BE ACCEPTED OR REJECTED IN ITS ENTIRETY.**

Section 12.7- Additional Compensation for Hours Worked and Overtime

B. Wireless Communication Pay. Employees in the following position classifications who are regularly assigned wireless communications devices shall receive the following additional compensation. Wireless Communication Pay is to compensate the employee for carrying the device and responding to texts, phone calls or other types of communication.

Position Classification	Wireless Communication Pay
Correctional Officer (CERT), and Corrections Canine Officer and Designated Maintenance Department employees required to carry a wireless communications device	\$500 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Deputy Coroner and Deputy Coroner Investigator	\$750 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.

TA
9/19/24
Dawn Hoon
9/19/24
Lorena Jang

Highway Maintainer, Equipment Operator Senior and Mechanic	\$225 stipend for each month that they are assigned a wireless communication device. Provided, however, the stipend shall be prorated for days the employee is available to work.
Designated Maintenance Department employees required to carry a wireless communications device TA 9/19/24 Carm/Hoon 9/19/24 Josephine Lamy	\$1,000 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.

Section 23.5- Clothing Maintenance Allowance

Reject Union's response/counter. See Employer's counter proposal below.

All employees in the following position classifications employed as of October 1 of each year of this Agreement shall receive a cash disbursement in the following amount which shall be used by the employee for the purpose of maintaining his or her work clothing during the period October 1 through September 30 of each fiscal year. The allowance amounts under this Agreement shall be effective starting October 1, 2025.

Position Classification	Allowance Amount
Jail Correctional Officers, Deputy Coroners, Deputy Coroner Investigator, Evidence Officer and Animal Services Officer, Telecommunicator	\$700 <u>\$800</u>
Kennel Tech, Security Monitor	\$450 <u>\$550</u>
Animal Service office staff	\$200 <u>\$300</u>
Part-time Animal Service Officers, Part-time Kennel Technicians	\$300 <u>\$400</u>

TA 9/19/24
Carm/Hoon
9/19/24
Josephine
Lamy

Any employee covered by this Section, hired after October 1 but before September 30 shall be reimbursed for the cost of maintaining his or her work clothing on a prorated basis, based upon the maximum allowable. Any employee covered by this Section who receives a cash disbursement as of October 1 who then voluntarily or involuntarily leaves his or her employment prior to October 1 of the following year shall reimburse the Employer on a prorated basis, based upon the maximum allowable.

The Employer(s) reserve the right to inspect the work clothing of the employees covered by this Section at any time to require any such employee to verify through receipts or other means that their clothing maintenance allowance has been utilized solely for the purpose of maintaining their work clothing.

Employees that are not on the work schedule the first work day of the fiscal year and are subsequently not on the work schedule for the remainder of the first month of the fiscal year will then be subject to a proration of their clothing allowance determined by their return date.

Example 1 if an employee returns October 15, he/she will receive the full clothing allowance

Example 2 if an employee returns December 15, he/she will receive 10/12 of their clothing allowance

Section 23.6 Uniform Allowance for River Bluff Employees. Effective October 1, 2025, each full time employee of River Bluff Nursing Home required to wear a uniform employed as of October 1 of each new fiscal year shall receive a cash disbursement in the amount of ~~Three~~ Four Hundred Twenty-Five Dollars (\$~~34~~25) which shall be used by the employee for the purpose of maintaining his or her work clothing during the period October 1 through September 30 of that fiscal year. Part-time employees of River Bluff Nursing Home required by Employer to wear uniforms as of October 1 who worked at least 975 hours the previous contract year shall, as of October 1, receive a cash disbursement in the amount of Two Hundred Seventy-Five Dollars (\$~~12~~75) to be used for the purposes set forth above.

Employees that are not on the work schedule the first work day of the fiscal year and are subsequently not on the work schedule for the remainder of the first month of the fiscal year will then be subject to a proration of their clothing allowance determined by their return date.

Example 1 if an employee returns October 15, he/she will receive the full clothing allowance

Example 2 if an employee returns December 15, he/she will receive 10/12 of their clothing allowance

The County has elected the Accountable Plan for clothing allowances pursuant to the Internal Revenue Service (IRS) requirements regarding employee reimbursements for clothing allowance. Clothing allowances under the Accountable Plan are not subject to employment taxes, provided the employee turns in receipts to substantiate all expenses no later than one month following the end of the fiscal year. If any expenses are not properly substantiated as required under IRS guidelines and this Agreement, the allowance amount will be subject to the withholding and payment of income, Social Security and Medicare Taxes to be done on a payroll in December.

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The American Federation of State, County, and Municipal Employees AFL-CIO,
Illinois Council 31 for and on behalf of Local 473
and the County Board of the County of Winnebago, the Winnebago County Sheriff,
the Winnebago County Clerk, the Winnebago County Recorder of Deeds,
the Winnebago County Coroner, the Winnebago County Auditor, and
the Winnebago County Treasurer
(Successor Collective Bargaining Agreement)

**EMPLOYER'S OFF THE RECORD PACKAGE PROPOSAL –
UNION COUNTER OCTOBER 17, 2024 – 1:30 pm**

Section 1.1. Recognition

The Employer(s) individually and collectively recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all full-time non-exempt employees, (and the part-time employees at River Bluff Nursing Home in the position classification of certified nursing assistant, as well as all part-time employees who work in dietary, laundry and in housekeeping, the part-time employees at Animal Services and one part-time employee at the County Clerk's Office) of the various Employer(s) who are in the job classifications listed in Schedule A attached to this Agreement, and perform work for the Elected Officeholders or the departments under the employment jurisdiction of the County Board as set forth in Appendix I. Provided, however, that employees who have not completed the appropriate probationary period as set forth in Section 1.1(A) shall not be subject to the grievance procedure set forth in Article V for disciplinary issues or Article VIII, entitled, "Discipline" until the probationary period has been completed. Provided further, that employees who have not completed the appropriate probationary period as set forth in Section 1.1(A) will not be entitled to utilize paid sick leave, and vacation time, until they have reached six (6) months of employment unless approved by the employee's supervisor, and will not be entitled to enroll in the health and dental insurance program(s) until the first (1st) of the month following thirty (30) days of employment. ~~they have completed ninety (90) days of employment.~~

(For purposes of this Section, "full-time" employees means non-exempt employees who are regularly scheduled to work the normal work week(s) described in Article XII-Hours of Work and Overtime. "Part-time" employees means non-exempt employees who are regularly scheduled to work thirty-two (32) hours or less per week.)

Exempt from the bargaining unit are all other employees of the Employer(s), including, but not limited to, all short-term, professional, confidential, supervisory and managerial employees as defined by the Illinois Public Labor Relations Act, as amended.

- A. Probationary Period. All new employees, including rehired employees, must successfully complete a probationary period. Notice will be provided to the Union within ten (10) days of an employee's successful completion of probation. Any post-probationary employee who is transferred (other than on a temporary basis), or promoted shall be considered as a special probationary employee and

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must successfully complete a special probationary period as provided in subsection (b).

1. Newly Hired and Rehired Employees.
Each newly hired or rehired employee becomes a probationary employee upon the date of their employment, and remains so until he or she has successfully completed the required probationary period. The required probationary period shall be as set forth below:
 - (a) Jail Correctional Officers: ~~Six (6) Eighteen (18) months.~~ Provided, however, that a jail correctional officer ~~shall who has completed six (6) months of employment but later fails to~~ successfully complete correctional officer training school or the employee may be terminated and such termination will not be subject to the grievance procedure.
 - (b) Animal Services Officers: Six (6) months.
 - (c) Newly Hired Employees: ~~Six (6) months. Ninety (90) days.~~
 - (d) Rehired Employees: Thirty (30) days.

Rehired employees are those individuals formerly employed by the Employer(s) who have been rehired to the same position classification previously held within twelve (12) months except those employees recalled pursuant to the provisions of Article XXI, Section 21.2, Recall.

- (e) Recalled Employees: Sixty (60) days.

Recalled employees are those who have been recalled to the same position classification previously held within twelve (12) months but within a different department or a different position classification.

- (f) 911 Telecommunicators: ~~Eighteen (18) months. Twelve (12) months or six (6) months after completion of training, whichever is shorter.~~
 - (g) Deputy Coroners: Six (6) months.

The probationary period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months in the case of newly hired employees, or one (1) month in the case of rehired employees, the Employer(s) may require that the entire probationary period be reinstated at the time the employee returns to work.

- B. Transferred, Promoted and Part-time to Full-Time Employees.

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Any permanent employee who is transferred, that is to say, becomes an employee of one of the other Employer(s) (other than on a temporary basis), is promoted or who moves from part-time to full-time status becomes a special probationary employee upon the date of the transfer, promotion or change in status from part-time to full-time employee, and remains so until he/she has successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

1. ~~Transferred employees and~~ Part-time to Full-Time employee: Sixty (60) calendar days.
2. Promoted employees: Ninety (90) calendar days.
3. Transferred employees: Six (6) months.

The special probationary periods required above represent a total cumulative service time, and may be adjusted upwards so as to properly allow approved breaks in service. However, should any such leave or break in service be greater than thirty (30) calendar days, the Employer(s) may require that the entire special probationary period be restarted at the time the employee returns to work.

Employees shall only be permitted to make a change in status from part-time to full-time or full-time to part-time once every twelve (12) months, unless the change in status is the result of the employee returning to his/her former position classification as set forth in this section.

For the purpose of this Agreement, special probationary employees shall be considered to be bargaining unit employees who are entitled to all of the benefits of this Agreement.

If a special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the Employer(s) shall return the employee to his/her former position classification, if vacant, at the former hourly rate of pay, without loss of seniority. If the employee's former position classification is no longer vacant, the employee shall be considered on layoff for the purposes of the recall provisions of Section 21.2. The provisions of Section 21.4 (A) and Section 21.4 (B) "Bumping" shall not apply.

Section 12.11A **Overtime Assignments- Corrections.** Overtime shall be distributed as equally as possible among the employees who perform the work in the position classification in which the overtime is needed. Overtime shall be distributed on a rotating basis among such employees in accordance with the policy set forth below.

The Employer shall maintain two (2) overtime lists; one (1) voluntary overtime list by A Day & A Night shifts and one list by B Day and B Night shifts (administrative/court employees shall be on both lists) and one (1) mandatory list, both based on seniority. Employees who desire to have

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their name on the voluntary overtime list may sign up each year concurrent with the shift bidding process. The lists will become effective on January 1. After the initial sign up period, the lists shall be updated as new corrections officers complete their mandatory training period.

The order of overtime assignments shall be as follows:

A. Voluntary List. Offers of overtime work opportunities shall be made in sequential order with the new overtime opportunities being offered first to the correctional officer following the one who accepted the last offer. Any correctional officer who has refused four (4) consecutive opportunities for overtime without just cause will be stricken from the list. At the conclusion of the calendar quarter, the process shall begin anew.

B. Mandatory List. If all employees from the voluntary list refuse, the employer shall mandate overtime in reverse seniority order, beginning with the least senior employee following the last officer mandated, repeating the process until all mandatory assignments are filled. At the conclusion of the calendar quarter, the process shall begin anew.

Correctional officers are not eligible for voluntary or mandatory overtime opportunities until they have successfully completed their **mandatory FTO** training period. Unless confronted with unforeseen circumstances, a correctional officer may not be directed to work overtime during any block of scheduled days off if that correctional officer has worked a shift of overtime on any of the other days during that block of scheduled days off.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or who are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off. Employees working overtime will be relieved on the basis of seniority, with mandated employees relieved prior to voluntary employees. An employee accepting overtime opportunities will be assigned duties at posts and locations where personnel and facility operations dictate.

An employee who has not signed up for voluntary overtime is not excluded from mandatory overtime, provided, however, the employer will not mandate an employee to work more than two (2) full shifts of overtime (regardless of the number of hours actually worked by the employee) during any calendar month, except when confronted with unforeseen circumstances **or during any period when no less than four (4) correctional officers are attending P.T.I.** Employee selection for mandatory overtime will be based on the overall Corrections seniority list, said list being used in reverse order.

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If the Employer(s) mandate an employee to work overtime in violation of the provisions of this Section, the employee shall be paid at a rate of two (2) times his or her regular hourly rate of pay for all hours worked as mandated. A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.

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**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN AFSCME COUNCIL 31, LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENT – OCTOBER 31, 2024**

11:00 AM

ARTICLE XIII. Insurance and Pension

Section 13.3. Cost. Effective January 1, 2025~~1~~: The Employer(s) agree to pay the following percentage of the cost of providing health and dental insurance under the self-funded group fee-for-service (indemnity) plan. Any employee who elects coverage under this plan shall pay the following percentage of the cost of the individual, employee plus one or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

	Employer Contribution Percentage	Employee Contribution Percentage
Effective January 1, 20251	85%	15%
Effective January 1, 20262	85%	15%
Effective January 1, 20273	85%	15%
Effective January 1, 20284	82.585%	17.515%

The County's health and dental plan administrator shall have exclusive authority to determine the annual anticipated and actual costs of individual, employee plus one and dependent insurance coverage during the term of this Agreement. The cost of providing individual or dependent coverage under this plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six equal payments and shall be deducted from the employee's paycheck.

Any employee that elects either individual, employee plus one or dependent dental and health insurance coverage shall, at the open enrollment following the ratification of this Agreement, enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s). Provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her social security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

[Remaining TEXT Omitted]

Section 13.10 Dental Benefits. Dental benefits shall be as follows:

Effective 1/1/~~25~~1

Deductible for single coverage:	\$50.00
Deductible for family coverage:	\$150.00
Maximum benefits per calendar year:	\$2,000. <u>00</u>

Effective 1/1/~~26~~2

Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000.00

Effective 1/1/~~273~~

Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000.00

Effective 1/1/~~284~~

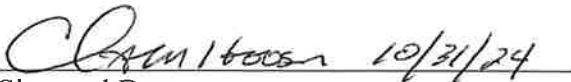
Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000.00

Section 13.17 Employee Wellness Program. The Employer may offer an Employee Wellness Program, in accordance with applicable laws and regulations. Employees who elect to participate in the Employee Wellness Program in 202~~52~~ and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in 202~~52~~. Employees who elect to participate in the Employee Wellness Program in 202~~52~~, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, 202~~52~~, totaling \$100 if the Employee completes the requirements and \$250 if the Employee and covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in 2026, 2027 and 2028 ~~2023 and 2024~~.

The Employer shall hold quarterly meetings to update the union and employees on the County's insurance plans and Wellness Program. The Union President may designate up to three (3) bargaining unit members to attend the meetings. The meetings shall last no more than one (1) hour and the bargaining unit members shall be compensated at their regular hourly rate for time spent at the meetings.

For the Union

For the County


Sign and Date


Sign and Date

**NEGOTIATIONS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN AFSCME COUNCIL 31, LOCAL 473 AND WINNEBAGO COUNTY
TENTATIVE AGREEMENT – NOVEMBER 20, 2024**

NON-ECONOMIC PROPOSAL

• **Section 1.1 [Recognition]- Paid Leave for All Workers Act language**

The Union acknowledges and agrees that the paid leave benefits afforded bargaining unit employees exceed those of the Paid Leave for All Workers Act, 820 ILCS 192/1 *et seq.*, and therefore specifically waive the Act's provisions.

Article XXV- Wages and Other Pay Provisions

Section 25.1-

A. Wage Rates

1. Effective January 1, 2025, all wage rates shall be increased 3.00% across the board "A.T.B." In addition to the A.T.B. increase, an employee who is paid \$15 per hour will have his/her pay increased by the Appendix III equity adjustments.
2. Effective January 1, 2026, all wage rates shall be increased 3.00% across the board "A.T.B."
3. Effective January 1, 2027, all wage rates shall be increased 2.25% across the board "A.T.B."
4. Effective January 1, 2028, all wage rates shall be increased 2.25% across the board "A.T.B."

B. Years of Service Step Increases [for Correctional Officers]

- a. Retroactively effective to January 1, 2025, and each year thereafter, all Correctional Officers employees covered under this agreement shall receive the following years of service step increases:
 - i. Completion of Five Years of Service: \$.75 per hour
 - ii. Completion of Ten Years of Service: \$1.50 per hour
 - iii. Completion of Fifteen Years of Service: \$1.75 per hour

- b. The years of service step increases set forth above are not cumulative and thereafter shall be paid to employees on January 1st after they complete each of the respective steps (anniversary dates reached in the immediate preceding year) (example: an employee who is already receiving their 5 year increase who reaches their 10-year anniversary date within the 2024 calendar year, will receive an additional \$.75 per hour on January 1, 2025). These increases shall be in addition to the currently paid 1% longevity increases.

C. Years of Service Step Increases [for non-Correctional Officers]

- a. Retroactively effective to January 1, 2027, and each year thereafter, all non-Correctional Officers employees covered under this agreement shall receive the following years of service step increases:
- i. Completion of Five Years of Service: \$.50 per hour
 - ii. Completion of Ten Years of Service: \$1.25 per hour
 - iii. Completion of Fifteen Years of Service: \$1.50 per hour
- b. The years of service step increases set forth above are not cumulative and thereafter shall be paid to employees on January 1st after they complete each of the respective steps (anniversary dates reached in the immediate preceding year) (example: an employee who is already receiving their 5 year increase reaches their 10-year anniversary date within the 2026 calendar year, will receive an additional \$.75 per hour on January 1, 2027). These increases shall be in addition to the currently paid 1% longevity increases.

APPENDIX III

<u>GRADE</u>	<u>MINIMUM HOURLY RATE</u>			
	<u>1/1/24-12/31/24</u>	<u>1/1/25-12/31/25</u>	<u>1/1/26-12/31/26</u>	<u>1/1/27-12/31/27</u>
15	\$29.80			
13	\$25.18			
12	\$23.14			
12C	See Appendix IIIC			
11	\$21.21			
10	\$19.49			

9	\$18.02	
8	\$16.57	
7	\$15.53	\$15.65
6	\$15.00	\$15.55
5	\$15.00	\$15.45
4*	\$15.00	\$15.35
3*	\$15.00	\$15.25
2	See Appendix IIIA	See Appendix III
1	See Appendix IIIA	See Appendix III

The above pay grade increases for Grades 3 through 7 shall be applied first and then increased by the January 1, 2025 COLA.

<u>Highway Department</u>	<u>1/1/24-12/31/24</u>	<u>1/1/25-12/31/25</u>
10 Equipment Operator Sr.	\$22.96	\$25.88*
Highway Mechanic	\$22.96	\$25.88*
9A Lead Patrol	N/A	\$24.08*
9 Highway Maintainer	\$21.23	\$23.23*

Effective January 1, 2025, the above dollar equivalent increases to the entry level rate of pay shall be applied to all current employees. (example: a current Equipment Operator Sr. would receive the difference between \$25.88 and \$22.96 per hour)

Building Maintenance

15 Electronics Technician	\$29.80	\$31.80**
13 HVAC Electrician	\$25.18	\$27.18**
11 Maintenance Mechanic	\$21.21	\$23.21**
Locksmith	\$21.21	\$23.21**
9 Senior Inventory Control Tech.	\$18.02	\$20.02**
8 Painter/ Drywall	\$16.57	\$18.57**

7	Maintenance Worker Sr.	\$15.53	\$17.53**
3	Courier	\$15.00	\$17.00**

Effective January 1, 2025, the above dollar equivalent increases to the entry level rate of pay shall be applied to all current employees. (example: a current Electronics Technician would receive the difference between \$31.80 and \$29.80 per hour)

*Due to the creation of the new Job Title of *Lead Patrol* (effective 1/1/25) and CDL requirement, these wage increases for these specific Highway Department Job Titles in the first year of the contract shall be in lieu of any other negotiated wage increases to the base pay for the first year of the successor Agreement for any other employees negotiated between the parties, except as provided herein.

**These wage increases for Building Maintenance employees in the first year of the contract shall be in lieu of any other negotiated wage increases to the base pay for the first year of the successor Agreement for any other employees negotiated between the parties, except as provided herein. This wage increase is the result of an equity adjustment.

APPENDIX IIIC

CORRECTIONAL OFFICERS MINIMUM HOURLY RATE

GRADE

WAGE

<u>10/1/24 -</u>	<u>1/1/25 -</u>
<u>12/31/24</u>	<u>12/31/25</u>

12C	\$24.46	\$26.46*
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Effective January 1, 2025, the above dollar equivalent increases to the entry level rate of pay shall be applied to all current employees. (example: a current Correctional Officer would receive the difference between \$26.46 and \$24.46 per hour)

*This wage increase for Correctional Officers in the first year of the contract shall be in lieu of any other negotiated wage increases to the base pay for the first year of the successor Agreement for any other employees negotiated between the parties, except as provided herein. This wage increase is the result of an equity adjustment.

APPENDIX IV
GRADE ASSIGNMENT BY CLASS TITLE

Grade	Job Title
15	Electronics Technician
14	
13	Electrician HVAC Mechanic Investigator/Deputy Coroner Plumber
12	Inspector/Building & Zoning Inspector/Electrical Inspector/Plumbing and HVAC Telecommunications Dispatcher Deputy Coroner Parcel Maintenance Specialist
12C	Correctional Officer
11	Lead — Parcel Maintenance Specialist Locksmith Maintenance Mechanic (Facilities) Security Monitor Assessment Specialist II
10	Accountant Sr. Planner Equipment Operator Senior Highway Mechanic Lead Person – Assessments Specialist Parcel Maintenance Specialist
9A	Lead Patrol (Highway)
9	Civilian Civil Process Server Financial Assistant Animal Services Officer Highway Maintainer Senior Inventory Control Technician Assessment Specialist I

8	Accountant Telecommunications Dispatcher (Animal Services) Evidence Officer Painter/Drywall Veterinary Technician *Reimbursement Specialist *Reimbursement Specialist Medicaid
7	Maintenance Worker Sr. Payroll Technician Sr. Permit Specialist <u>Administrative Clerk</u> <u>*Administrative Clerk</u>
6	Account Technician *Accounts Payable Clerk Administrative Secretary (except Highway Department) Assessment Specialist *Rehab Certified Nursing Assistant
5	Administrative Clerk *Administrative Clerk Admissions Coordinator *Certified Nursing Assistant (CNA) Kennel Technician *Social Services Assistant
4	*Maintenance Worker Assistant
3	*Activity Aide Courier
2	*Cook
1	*Clothing Aide *Dishwasher Dishwasher – Part-time (Animal Services only) *Housekeeper *Seamstress *Tray Aide *Unit Attendant

* Check Appendix IIIA for starting rates of employees assigned to work primarily at River Bluff Nursing Home.

For the Union

 11/20/2024
Sign and Date

For the County

 11/20/2024
Sign and Date

Letter of Agreement Between The American Federation of State, County, and Municipal
Employees AFL-CIO, Illinois Council 31 for and on behalf of Local 473
and the County Board of the County of Winnebago, the Winnebago County Sheriff,
the Winnebago County Clerk, the Winnebago County Recorder of Deeds,
the Winnebago County Coroner, the Winnebago County Auditor, and
the Winnebago County Treasurer

The parties agree, that within **ninety (90)** days of the execution of the 2024 to 2028 Collective Bargaining Agreement (CBA), to establish a joint commission to study, identify and address recruitment and retention issues **throughout all county departments**. The joint commission shall convene in accordance with the provisions of Section 6.1 of the CBA, except that the commission shall meet at least **quarterly** or more frequently if needed. The joint commission shall make recommendations to the County Administrator and the County Board. This letter of agreement is in addition to any provisions contained in Article 25 of the CBA.

Executed this 20th day of November, 2024.

For AFSCME Council 31



For AFSCME Local 473



For Winnebago County





Ordinance Executive Summary

Prepared By: Office of Winnebago County Recorder

Committee: Finance Committee

Committee Date: December 5, 2024

Ordinance Title: An Ordinance Amending the Predictable Fee Schedule for the Winnebago County Recorder's Office

County Code: n/a

Board Meeting Date: December 12, 2024

Budget Information:

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

Background Information:

The General Assembly recently enacted Public Act 103-884, which, in relevant part, impacts the Recorder's Predictable Fee Schedule under 55 ILCS 5/3-5018.2. Amendments include: (i) reducing the amount of the recording fee that may lawfully be charged to units of local government, state agencies and public utilities, (ii) adding new language regarding 'non-standard' documents, and (iii) reducing the UCC search fee. These changes will be effective January 1, 2025.

The proposed ordinance further seeks to ratify a prior Ordinance (2023 CO 052) adopted by the Winnebago County Board, applying *nunc pro tunc* to the effective date of July 1, 2023. Specifically, in the prior ordinance, copy and document search fees were included in the Predictable Fee Schedule (as Exhibit A) but not addressed in the ordinance itself. These two fees were not impacted by the Rental Housing Support Program increase. The Recorder seeks approval of the attached ordinance and Predictable Fee Schedule which will address all of the aforementioned changes.

Recommendation:

This amendment to the Predictable Fee Schedule is recommended by the Winnebago County Clerk & Recorder.

Contract/Agreement: N/A

Legal Review:

Reviewed by State's Attorney Office.

Follow-up: N/A

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

2024 CO _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**AN ORDINANCE AMENDING THE PREDICTABLE FEE SCHEDULE
FOR THE WINNEBAGO COUNTY RECORDER'S OFFICE**

WHEREAS, pursuant to state law, the County of Winnebago, Illinois enacted an Ordinance [2018 CO 050] effective August 1, 2018, whereby a Predictable Fee Schedule was established in the Winnebago County Recorder's Office; and

WHEREAS, an Ordinance amending the Recorder's Predictable Fee Schedule [2023 CO 052] was enacted on June 22, 2023 by the Winnebago County Board, with an effective date of July 1, 2023, to address the state's increasing of its Rental Housing Support Program surcharge; and

WHEREAS, the General Assembly recently enacted Public Act 103-884 [the "Public Act"], which, in relevant part, impacts the Recorder's Predictable Fee Schedule under 55 ILCS 5/3-5018.2 [hereinafter "the Statute"]; and

WHEREAS, specifically, the Public Act made various modifications to 55 ILCS 5/3-5018.2, including, the addition of the following language: "A document recorded by a unit of local government, State agency, or public utility, as that term is defined in Section 3-105 of the Public Utilities Act, may be charged a minimum fee for any instrument presented for recording that falls under the guideline of the predictable fee schedule as follows: a \$12 county fee, a \$3 GIS fee, and a \$3 automation fee, document storage fee, or both. * * *" 55 ILCS 5/3-5018.2(c)(9)(C); and

WHEREAS, the aforementioned amendatory language in the Statute has the effect of reducing the amount of the recording fee that may lawfully be charged to units of local government, state agencies and public utilities; and

WHEREAS, additionally, the Public Act added new language to the Statute specifying that a document is considered to be non-standard if, *inter alia*, it makes specific reference to 6 or more "tax parcels, units, property identification numbers, or document numbers." 55 ILCS 5/3-5018.2(c)(5)(f); and

WHEREAS, even though the Recorder's Office has historically treated a document as non-standard in conformity with this new statutory language in Section (c)(5)(f), the Recorder seeks to amend the Predictable Fee Schedule to provide clarity to the public as to what constitutes a non-standard document; and

WHEREAS, the Public Act also amended the Statute to provide that any documents recorded pursuant to the Uniform Commercial Code "shall be charged as provided in the Uniform Commercial Code or as otherwise by law." 55 ILCS 5/3-5018.2 (9)(A); and

WHEREAS, the Recorder's current Predictable Fee Schedule reflects an \$18 fee for a UCC search (per debtor); and

WHEREAS, under the Uniform Commercial Code [810 ILCS 5/9-525(d)], the maximum amount that may be charged for a response to information request is \$10; and

WHEREAS, the Recorder seeks to reduce its UCC search (per debtor) fee from \$18 to \$10 so as to comply with the amended Statute and the Uniform Commercial Code; and

WHEREAS, the aforementioned amendments to 55 ILCS 5/3-5018.2 under Public Act 103-884 become effective on January 1, 2025; and

WHEREAS, the Recorder seeks to amend its Predictable Fee Schedule to reflect the aforementioned changes pursuant to the Statute; and

WHEREAS, as an additional matter, it is noted that the most recent Ordinance amending the Recorder's Predictable Fee Schedule [2023 CO 052] was silent in its recitals as to copy fees and document search fees, but included as Exhibit A an amended Predictable Fee Schedule, which set forth, *inter alia*, copy fees and document search fees; and

WHEREAS, copy fees and document search fees were not affected by the State's increase of its Rental Housing Support Program surcharge; and

WHEREAS, some of the copy fees and document search fees that had been included on Exhibit A to the 2023 Ordinance were either increased from or not reflected on prior Predictable Fee Schedules that had been approved in the past by the County Board; and

WHEREAS, on June 22, 2023, the County Board approved and adopted the amended Predictable Fee Schedule that included copy fees and document search fees; and

WHEREAS, due to the omission of addressing copy fees and document search fees from the recitals in the 2023 Ordinance, the Recorder requests the Board ratify its prior approval and adoption of 2023 CO 052, inclusive of its attached Predictable Fee Schedule, with said ratification applying *nunc pro tunc* to the effective date of the Ordinance, July 1, 2023.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the amended Predictable Fee Schedule, attached hereto as Exhibit A, is hereby approved and adopted, effective January 1, 2025.

BE IT FURTHER ORDAINED, that the County Board of the County of Winnebago, Illinois, ratifies its prior approval and adoption of 2023 CO 052, inclusive of its attached Predictable Fee Schedule, with said ratification applying *nunc pro tunc* to July 1, 2023.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect on January 1, 2025.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the Winnebago County Recorder and the Winnebago County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

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The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

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

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

FILING FEES WINNEBAGO COUNTY RECORDER'S OFFICE

EFFECTIVE January 1, 2025

LORI GUMMOW, RECORDER

** Payment by cash, check, or credit card**

No bills larger than \$50 will be accepted

NO COPIES ARE ACCEPTED FOR RECORDING

A 'return to' name and address is required for all documents being submitted for recording.

STANDARD DOCUMENTS \$54.00

Must meet the following criteria:

- The document shall consist of one or more individual sheets measuring 8.5 inches by 11 inches, not permanently bound and not a continuous form. Graphic displays accompanying a document for recordation may measure up to 11 inches by 17 inches in size without causing the document to be non-standard.
- The document shall be legibly printed in black ink, by hand, type, or computer. Signatures and dates may be in contrasting colors as long as they will reproduce clearly.
- The document shall be on white paper of not less than 20-pound weight and shall have a clean margin of at least one-half inch on the top, the bottom, and each side. Margins may be used for non-essential notations which will not affect the validity of the document. Examples of non-essential items may be, but not limited to, form number, page number and customer notations.
- The first page of the document shall contain a blank space, measuring at least 3 inches by 5 inches, from the upper right corner.
- The document shall not have any attachment stapled or otherwise affixed to any page.

NON-STANDARD DOCUMENTS \$66.00 (\$54.00 recording fee plus \$12.00 non-standard fee)

These include:

- Documents that do not conform to the criteria described above for Standard Documents
- Documents with specific reference to 6 or more Property Identification Numbers
- Documents with specific reference to 6 or more document numbers

FEDERAL & STATE LIENS \$12.25 (additional names \$1.00 each)

UNIFORM COMMERCIAL CODE FILINGS

Financing Statement/Fixture Filing	\$38.00
Fixture Filing Amendment/Assignment/Continuation	\$38.00
Termination	\$18.00
UCC search (per debtor). Must provide form.	\$10.00

PLATS**\$112.00 (\$92.00 recording fee plus \$20.00 County****Clerk Plat Certification Fee)**

Eff. 1/1/2025, Only 1 full plat copy required at time of recording. If not provided, there will be an additional \$4.00 per page due before recording. Additional copies may be purchased if desired. Click the link for a list of requirements.

https://library.municode.com/il/winnebago_county/codes/code_of_ordinances?nodeId=COCO_CH90UNDEOR_ART5SUAP

LOCAL & STATE GOVERNMENT AGENCIES, PUBLIC UTILITIES**\$18.00****VETERAN DISCHARGES (DD-214)****NO CHARGE for recording or Certified Copies****COPY FEES**

Certified Copies	\$35.00 per document
Copies of recorded documents	\$0.50 per page (Max: \$35.00 per document)
WinGIS 8.5" x 11"	\$2.50 per page
Plats, Maps, Aperture Cards - 11" x 17"	\$3.00 per page
Plat copies 24" x 36"	\$4.00 per page

DOCUMENT SEARCH FEES**No searches done by phone.**

Documents less than 20 years old	\$10.00
Documents more than 20 years old	\$29.00
Plat Searches	\$10.00 per plat + \$4.00 per plat page
Limit of 5 searches per request. (Self-addressed stamped envelope or email address must be provided for return)	

**CLOSED SESSION TO
DISCUSS PENDING
LITIGATION**