



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

Winnebago County Courthouse  
400 West State Street, Rockford, IL 61101  
County Board Room, 8<sup>th</sup> Floor

**Thursday, December 12, 2024**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Tim Nabors
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call**.....Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
  - A. Awards – None
  - B. Presentations – Rockford Area Arts Council
  - C. Public Hearings – None
  - D. Public Participation – None
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Approval of November 14, 2024 minutes
  - B. Layover of November 26, 2024 minutes (not currently available)
7. **Consent Agenda**..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
  - A. Winnebago County Administrative Hearing Officer, Compensation: \$180 per hour
    1. Sosnowski Szeto, LLP (New Appointment), Rockford, Illinois, one-year contract
  - B. Twelve Mile Grove Cemetery Association, Annual Compensation: None
    1. Ronald Mitchell (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030
    2. Kent E. Peterson (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030

- C. North Park Fire Protection District, Annual Compensation: Not to exceed \$1,500.00 per year
  - 1. Ron Lundstrom (Reappointment), Rockford, Illinois, to serve a three-year term, expiring November 2027

**9. Reports of Standing Committees.....Chairman Joseph Chiarelli**

- A. Finance Committee.....**John Butitta, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing County Contribution for State’s Attorneys Appellate Prosecutor’s Program
  - 3. Ordinance for Approval of Budget Amendment for Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant Award to be Laid Over
  - 4. 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)
  - 5. An Ordinance Amending the Predictable Fee Schedule for the Winnebago County Recorder’s Office to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**
  - Planning and/or Zoning Requests:
  - 1. Committee Report
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
  - 1. Committee Report
- D. Operations and Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Awarding Hartmann Electric Company and Montel Technologies for Countywide Security Cameras and Integrator System Contract using ARPA Funds  
Cost: \$8,198,692
  - 3. Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance and Support Contract  
Cost: \$60,000 Annually
- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report
- G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report

**10. Unfinished Business .....Chairman Joseph Chiarelli**

**Appointments read in on October 24, 2024**

- A. Rockford Area Venues and Entertainment Authority, Annual Compensation: None
  - 1. Miles Nielsen (New Appointment), Rockford, Illinois, to serve the remainder of a five-year term (Geno lafrate) expiring July 2027

**11. New Business.....Chairman Joseph Chiarelli**  
**(Per County Board rules, passage will require a suspension of Board rules).**

**12. Announcements & Communications.....Clerk Lori Gummow**  
A. Correspondence (see packet)

**13. Adjournment .....Chairman Joseph Chiarelli**

**Next Meeting: Thursday, January 9, 2025**

**Awards,  
Presentations,  
Public Hearings  
and Public Participation**

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
NOVEMBER 14, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 14, 2024 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Member Guevara was absent.)

**AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS**

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation – Rebecca Bussan, Solar Farms, Con

Cheryl Hochstetler, Solar Farm, Con

Mary Linn Green, Solar Farm, Con

Richard Comstock, Solar Farm, Con

Jenny Zammuto-Williams, AFSCME Local Stance, Con

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Crosby made a motion to approve County Board Minutes of October 10, 2024 and layover County Board Minutes of October 24, 2024, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for November 14, 2024. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

### **APPOINTMENTS**

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

9. Board Member Butitta made a motion to approve a Resolution Approving Amendment to the Fiscal Year 2025 Budget Policy Regarding Grants, seconded by Board Member Penney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment WCCMHB Jail Navigator Vehicle to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Lindmark. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Guevara was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Lindmark. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
11. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Justice for Families Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Lindmark. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Guevara was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Arena. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Order of Protection Service Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hanserd. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Guevara was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Members Butitta and Goral. Motion was approved by a unanimous vote of all member present. (Board Member Guevara was absent.)

#### **ZONING COMMITTEE**

13. No Report.

## **ECONOMIC DEVELOPMENT COMMITTEE**

14. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Jam's Disposal (Jam's) Inc., seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

Board Member Sweeney spoke of a ribbon cutting that Chairman Chiarelli attended.

## **OPERATIONS & ADMINISTRATIVE COMMITTEE**

15. Board Member McDonald made a motion to approve a Resolution Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office for Fees, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) for the Winnebago County Coroner's Office, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
17. Board Member McDonald made a motion to approve a Resolution Awarding Flooring Replacement for the Coroner's Office Using CIP 24 Funds, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
18. Board Member McDonald made a motion to approve a Resolution Awarding Space Study Analysis to the Juvenile Detention Center, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
19. Board Member McDonald made a motion to approve a Resolution Approving Bond Amount for Winnebago County Auditor Pursuant to 55 ILCS 5/3-1001, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
20. Board Member McDonald made a motion to approve a Resolution Awarding Email Archiver Hardware Refresh Using CIP 2025 Funds, seconded by Board Member Penney. Discussion by Board Member Arena. Board Member Arena made a motion to send back to committee, seconded by Board Member Webster. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
21. Board Member McDonald made a motion to approve a Resolution Awarding Cybersecurity Antivirus Licensing Renewal Using County Automation Funds, seconded Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
22. Board Member McDonald made a motion to approve a Resolution Awarding Cybersecurity Backup Licensing Upgrade Using CIP 2025 Funds, seconded by Board Member Crosby. Motion



was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

23. Board Member McDonald made a motion to approve a Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Control Using ARPA Funds, seconded by Board Member Thompson. Discussion by Board Member Arena. Board Member Arena made a motion to send back to committee, seconded by Board Member Fellars. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
24. Board Member McDonald made a motion to approve a Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract, seconded by Board Member McCarthy. Board Member Arena made a motion to send back to committee, seconded by Board Member Fellars. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

#### **PUBLIC WORKS COMMITTEE**

25. No Report.

#### **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

26. Board Member Lindmark made a motion to approve a Resolution Accepting the Award and Authorizing the Chairman of the Winnebago County Board to Execute a Winnebago County Mental Health Board Funding Agreement for Accelerator Grant Awards, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

Board Member Lindmark announced an upcoming meeting scheduled for Monday, November 18<sup>th</sup>.

#### **LEGISLATIVE AND LOBBYING COMMITTEE**

27. No Report.

#### **UNFINISHED BUSINESS**

28. **Zoning Committee**

Board Member Webster made a motion to approve an Ordinance Granting Site Approval of a 5MW Commercial Solar Energy Facility (aka a Solar Farm) on a 75.30 +/- Acre Site Commonly known as 5150 Tate Road (PIN: 07-31-200-006), Rockford, Illinois 61101, in Owen Township, District 5, Laid Over from October 24, 2024 Meeting, seconded by Board Member Tassoni. Discussion by Board Member Tassoni. Motion failed by a roll call vote of 16 no and 3 yes votes. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Hoffman, Lindmark, McCarthy,

McDonald, Penney, Scrol, Sweeney, Tassoni, Thompson, and Webster voted no.) (Board Member Guevara was absent.)

Board Member Webster announced the next meeting will be November 25<sup>th</sup>.

### **NEW BUSINESS**

29. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Lindmark spoke of a letter from an appointment nominee.

### **ANNOUNCEMENTS & COMMUNICATION**

30. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
  - a. Byron Station, Unit 2-Notification of NRC Baseline Inspection and Request for Information: Inspection Report 05000455/2025002
  - b. Federal Register/Vol. 89, No. 209/Tuesday, October 29, 2024/Notices
  - c. Monthly Notice; Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations
  - d. Federal Register/Vol. 89, No. 214/Tuesday, November 5, 2024/Notices
- B. County Clerk Gummow received from the Illinois Department of Corrections a copy of the recent compliance monitoring report for the Winnebago County Jail.
- C. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder’s Office for October, 2024.
- D. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
  - a. Collateralization Report – as of September 30, 2024
  - b. Investment Report - as of October 1, 2024
  - c. Winnebago County Treasurer Bank Balances –September, 2024

Board Member Goral thanked all voters who voted for Mental Health.

Board Member Penney thanked Troy and his team in Zoning for all their help.

## ADJOURNMENT

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:40 p.m. (Board Member Guevara was absent.)

Respectfully submitted,



Lori Gummow

County Clerk

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# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
**3** different organization for **7** Raffles.

All applying organizations have complied with the requirements of the Winnebago  
 County Raffle Ordinance. All fees have been collected, bonds received and all  
 individuals involved with the raffles have received the necessary Sheriff's  
 Department clearance.

### The Following Have Requested A Class A, General License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31233	1	HOLY FAMILY WOMEN'S GUILD	01/09/25-02/06/25	\$500.00

### The Following Have Requested a Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

### The Following Have Requested a Class C, One Time Emergency License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

### The Following Have Requested a Class D,E,& F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31234	1	AMERICAN LEGION WALTER GRAHAM POST #332	12/13/24-12/13/25	\$125.00
31235	1	AMERICAN LEGION WALTER GRAHAM POST #332	12/13/24-12/13/25	\$125.00
31236	1	ROCKFORD LIVE & LET LIVE SOCIETY	01/01/25-12/31/25	\$5,000.00
31237	1	ROCKFORD LIVE & LET LIVE SOCIETY	01/01/25-12/31/25	\$5,000.00
31238	1	ROCKFORD LIVE & LET LIVE SOCIETY	01/01/25-12/31/25	\$5,000.00
31239	1	ROCKFORD LIVE & LET LIVE SOCIETY	01/01/25-12/31/25	\$2,500.00

This concludes my report,

Deputy Clerk Daisy Carrillo

LORI GUMMOW  
Winnebago County Clerk

Date 12-Dec-24

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	470,218
101	PUBLIC SAFETY TAX	\$	109,229
103	DOCUMENT STORAGE FUND	\$	3,427
105	VITAL RECORDS FEE FUND	\$	13,795
106	RECORDERS DOCUMENT FEE FUND	\$	64
109	VICTIM IMPACT PANEL FEE	\$	800
112	RENTAL HOUSING FEE FUND	\$	43,470
114	911 OPERATIONS FUND	\$	15,584
115	PROBATION SERVICE FUND	\$	3,729
116	HOST FEE FUND	\$	75,000
120	DEFERRED PROSECUTION PROGRAM	\$	8,979
129	COUNTY AUTOMATION FUND	\$	4,528
131	DETENTION HOME	\$	13,975
155	MEMORIAL HALL	\$	979
157	CIRCUIT CLERK ADMIN FUND	\$	174
161	COUNTY HIGHWAY	\$	72,751
164	MOTOR FUEL TAX FUND	\$	249,613
165	TOWNSHIP HIGHWAY FUND	\$	59,905
181	VETERANS ASSISTANCE FUND	\$	14,964
185	HEALTH INSURANCE	\$	1,951,459
194	TORT JUDGMENT & LIABILITY	\$	79,308
196	MENTAL HEALTH TAX FUND	\$	1,628,092
208	2013C SERIES REFUNDED BONDS	\$	678,200
214	2013E DEBT SERVICE FUND	\$	326,813
227	2015A DEBT CERTIFICATES	\$	387,600
230	2016E REFUNDING	\$	328,225
246	2012C ALT REFUNDING BONDS	\$	268,975
252	2017C DEBT SERVICE FUND	\$	850,375
253	2018 PENSION OBLIGATION BONDS	\$	1,558,946
254	2020G GO BONDS	\$	343,000
256	2021A GO REFUNDING BONDS	\$	339,600
257	2021B GO REFUNDING BONDS	\$	134,025
258	2022 GO REFUNDING BONDS	\$	3,158,625
301	HEALTH GRANTS	\$	28,986
302	SHERIFF'S DEPT GRANTS	\$	3,618
304	PROBATION GRANTS	\$	1,598
309	CIRCUIT COURT GRANT FUND	\$	180,627
313	AMERICA RESCUE PLAN	\$	229
314	CJCC GRANTS FUND	\$	20,750
401	RIVER BLUFF NURSING HOME	\$	205,641
410	ANIMAL SERVICES	\$	31,466
420	555 N COURT OPERATIONS FUND	\$	14,357
430	WATER FUND	\$	11,220
501	INTERNAL SERVICES	\$	14,917

743 CAPITAL PROJECTS FUND

\$ 145,912

TOTAL THIS REPORT

\$ 13,853,748

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 12th day of December 2024 at the City of Rockford, Winnebago County, Illinois.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
Winnebago County Board of  
Rockford, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the Winnebago  
County Board of Rockford, Illinois



# Appointments



# Executive Summary

Date: 12/12/24

From: County Board Chairman Joseph V. Chiarelli

Topic: **Twelve Mile Grove Cemetery Board Appointments**

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The Chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county board, or as otherwise provided by law."

**Recommendation:** County Board Chairman Joseph V. Chiarelli recommends the reappointments of **Ronald Mitchell** of Pecatonica, Illinois and **Kent Peterson** of Pecatonica, Illinois to serve 6-year terms from December 2024 – December 2030 on the Twelve Mile Grove Cemetery Board.

12 Mile Grove Cemetery Association Board of Trustees	
<i>Location:</i>	200 South Pecatonica Road, Pecatonica, IL
<i>Service Description:</i>	Administration, care and maintenance of a cemetery formed by the association
<i>Board Composition:</i>	Six (6) to ten (10) members appointed to six (6) year terms by the Winnebago County Board Chairman with the advice and consent of the County Board. 2/3 must reside within 15 miles of the Cemetery. Other members must be residents of Illinois
<i>Compensation:</i>	Secretary only
<i>Bond:</i>	None
<i>Attorney:</i>	None
<i>Meetings:</i>	As needed
<i>Origin of Entity:</i>	<a href="#">805 ILCS 320/1</a>
<i>Property Tax/Funding:</i>	Interment fees and sale of grave plots
<i>Consolidation/Dissolution Plans:</i>	<i>If applicable</i>



# Executive Summary

Date: December 12, 2024

From: County Board Chairman Joseph V. Chiarelli

Topic: **North Park Fire Protection District Board Appointment**

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The Chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county board, or as otherwise provided by law."

**Recommendation:** County Board Chairman Joseph V. Chiarelli recommends the following person to serve as County appointee.

**Ronald Lundstrom** of Rockford, Illinois, to serve a 3-year term from November 2024 – November 2027 on the North Park Fire Protection Board.

North Park Fire Protection District	
<i>Location:</i>	600 Wood Ave., Machesney Park, IL 61115
<i>Service Description:</i>	Provides fire, emergency, medical and other life safety services to portions of Machesney Park and unincorporated Winnebago County
<i>Board Composition:</i>	Three (3) trustees, must reside in district, appointed to three (3) year terms by the Winnebago County Board Chairman with the advice and consent of the County Board.
<i>Compensation:</i>	Not to exceed \$1,500.00 per year
<i>Bond:</i>	\$2,000.00
<i>Attorney:</i>	Nathan Noble
<i>Meetings:</i>	Second Thursday of the month
<i>Origin of Entity:</i>	<a href="#">Fire Protection District Act (70 ILCS 705/1)</a>
<i>Property Tax/Funding:</i>	District levies on annual property tax, charges for services and replacement tax
<i>Consolidation/Dissolution Plans:</i>	If applicable

2115 Taliesen Ln  
Rockford, IL 61107-1519

Phone 815-262-5880  
E-mail ron1630@gmail.com

## Ronald Lundstrom

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### **Functional summary**

Available for consideration for North Park Fire board.

### **Employment**

Retired

Career spent at Century Tool & Mfg, Cherry Valley until business sold in 2007. Co-owner directing engineering – manufacturing.

### **Education**

1964-1968 Macalester College, St. Paul, MN BA Chemistry

### **Past Volunteer experience (not- for- profits)**

Boy Scout leader and volunteer Nat'l Jamboree

St. Mark Lutheran Church Council (three 3-year terms Property Committee served at various times)

Illinois Growth Enterprises Board 2003-2011

### **Current For-Profit Boards**

Arkansas & Missouri Railroad (Class III short line railroad)

Allied Enterprises (Railcar Leasing, warehousing, transloading associated with A&M Railroad)

Western New York & Pennsylvania Railroad (Class III short line railroad)

8-November-2011

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**



# 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:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$47,000
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> 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

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

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**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 12<sup>th</sup> 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 States 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**

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CHAIRMAN

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CHAIRMAN

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VICE CHAIRMAN

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VICE CHAIRMAN

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

ATTESTED BY:

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

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**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](mailto: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

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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 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
<b>Expenditures</b>								
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
<b>Revenue</b>								
60200	32110	02058	Federal Operating Grant	\$0	\$0	\$0	(99,213)	(\$99,213)
<b>TOTAL ADJUSTMENT:</b>							\$0	
<b>Reason budget amendment is required:</b>								
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								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2025 budget:</b> \$99,213								
<b>Revenue Source:</b> Grant award								



## Department of Justice (DOJ)

### Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF WINNEBAGO 404 ELM ST
<b>City, State and Zip:</b>	ROCKFORD, IL 61101
<b>Recipient UEI:</b>	SBEVXUKXKGK3
<b>Project Title:</b> FY24 COUNTY OF WINNEBAGO, IL, LEMHWA Implementation Project	<b>Award Number:</b> 15JCOPS-24-GG-01388-LEMH
<b>Solicitation Title:</b> FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
<b>Federal Award Amount:</b> \$199,988.00	<b>Federal Award Date:</b> 9/30/24
<b>Awarding Agency:</b>	Office of Community Oriented Policing Services
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D	
<b>Assistance Listing:</b> 16.710 - Public Safety Partnership and Community Policing Grants	
<b>Project Period Start Date:</b> 10/1/24	<b>Project Period End Date:</b> 9/30/26
<b>Budget Period Start Date:</b> 10/1/24	<b>Budget Period End Date:</b> 9/30/26
<b>Project Description:</b> 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](http://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](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://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/excomp.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 CFR 200.1.

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**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
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:

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

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**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)**

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**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**

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CHAIRMAN

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CHAIRMAN

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VICE CHAIRMAN

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VICE CHAIRMAN

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The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this\_\_\_\_\_day of\_\_\_\_\_2024.

ATTESTED BY:

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

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**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**

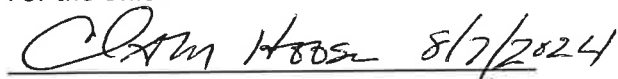
The Employer(s) individually and collectively recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all full-time non-exempt employees, (and the part-time employees at River Bluff Nursing Home in the position 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 23<sup>rd</sup> 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 15<sup>th</sup>.

After December 15<sup>th</sup>, 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 4<sup>th</sup>, 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  
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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 Vauz

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  <i>TA 9/19/24</i> <i>Cham 1/2025</i> <i>9/19/24</i> <i>Josephine</i> <i>Lawry</i>	\$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	<del>\$700</del> <u>\$800</u>
Kennel Tech, Security Monitor	<del>\$450</del> <u>\$550</u>
Animal Service office staff	<del>\$200</del> <u>\$300</u>
Part-time Animal Service Officers, Part-time Kennel Technicians	<del>\$300</del> <u>\$400</u>

*TA 9/19/24*  
*Cham 1/2025*  
*9/19/24*  
*Josephine*  
*Lawry*

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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Lakisha  
Vaughn  
10/17/24  
[Signature]

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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10/17/24  
[Signature]

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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Vaughn  
1417724  
[Signature]



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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[Signature]

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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✓  
10/17/24  
D. Hosen

**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	<b>82.585%</b>	<b>17.515%</b>

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. <b><u>00</u></b>

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

Cham/boon 10/31/24  
Sign and Date

Lyahona Vanyl 10/31/24  
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**

<b><u>GRADE</u></b>	<b><u>MINIMUM HOURLY RATE</u></b>			
	<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**

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

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 <b>Parcel Maintenance Specialist</b>
12C	Correctional Officer
11	<del>Lead — Parcel Maintenance Specialist</del> Locksmith Maintenance Mechanic (Facilities) Security Monitor <b>Assessment Specialist II</b>
10	Accountant Sr. Planner Equipment Operator Senior Highway Mechanic Lead Person – Assessments Specialist <del>Parcel Maintenance Specialist</del>
<b>9A</b>	<b>Lead Patrol (Highway)</b>
9	Civilian Civil Process Server Financial Assistant Animal Services Officer Highway Maintainer Senior Inventory Control Technician <b>Assessment Specialist I</b>

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 <del>Administrative Secretary (except Highway Department)</del> <del>Assessment Specialist</del> *Rehab Certified Nursing Assistant
5	<del>Administrative Clerk</del> <del>*Administrative Clerk</del> 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

*C. M. Hooser* 11/20/2024  
Sign and Date

For the County

*Lopahena Vaughn* 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 20<sup>th</sup> 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:

<b>Was item budgeted?</b>	N/A	<b>Appropriation Amount:</b>	N/A
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>		<b>Budget Impact:</b> 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	<b>\$38.00</b>
Fixture Filing Amendment/Assignment/Continuation	<b>\$38.00</b>
Termination	<b>\$18.00</b>
UCC search (per debtor). Must provide form.	<b>\$10.00</b>

**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](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)	

**Public Act 103-0884**

SB0694 Enrolled

LRB103 03147 AWJ 48153 b

AN ACT concerning local government.

**Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:**

Section 5. The Counties Code is amended by changing  
Sections 3-5010 and 3-5018.2 as follows:

(55 ILCS 5/3-5010) (from Ch. 34, par. 3-5010)

Sec. 3-5010. Duties of recorder. Every recorder shall, as soon as practicable after the receipt of any instrument in writing in the office, entitled to be recorded, record the same at length in the order of time of its reception, in well bound books or computer databases to be provided for that purpose. In counties of 500,000 or more inhabitants, the recorder may microphotograph or otherwise reproduce on film or store electronically any of such instruments in the manner provided by law. In counties of less than 500,000 inhabitants, the recorder may cause to be microphotographed or otherwise reproduced on film any of such instruments or electronic method of storage. When any such instrument is reproduced on film or electronic method of storage, the film or electronic method of storage shall comply with the minimum standards of quality approved for records of the State Records Commission and the device used to reproduce the records on the film or electronic method of storage shall be one which accurately reproduces the contents of the original.  
(Source: P.A. 103-400, eff. 1-1-24.)

(55 ILCS 5/3-5018.2)

Sec. 3-5018.2. Predictable fee schedule for recordings in first and second class counties.

(a) The fees of the recorder in counties of the first and second class for recording deeds or other instruments in writing and maps of plats of additions, subdivisions, or otherwise and for certifying copies of records shall be paid in advance and shall conform to this Section. The fees or surcharges shall not, unless otherwise provided in this Section, be based on the individual attributes of a document to be recorded, including, but not limited to, page count; number, length, or type of legal descriptions; number of tax identification or other parcel-identifying code numbers; units; number of common addresses; number of references contained as to other recorded documents or document numbers; or any other individual attribute of the document. The fees charged under this Section shall be inclusive of all county and State fees that the county may elect or is required to impose or adjust, including, but not limited to, GIS fees, automation fees, document storage fees, and the Rental Housing Support Program State and county surcharges.

(b) A county of the first or second class shall adopt and implement, by ordinance or resolution, a predictable fee schedule as provided in subsection (c) that eliminates surcharges or fees based on the individual attributes of a document to be recorded. If a county has previously adopted an ordinance or resolution adopting a predictable fee schedule,

the county must adopt an ordinance or resolution revising that predictable fee schedule to be consistent with this Section. After a document class predictable fee is approved by a county board consistent with this Section, the county board may, by ordinance or resolution, increase the document class predictable fee and collect the increased fees if the established fees are not sufficient to cover the costs of providing the services related to the document class for which the fee is to be increased.

For the purposes of the fee charged, the ordinance or resolution shall divide documents into the classifications specified in subsection (c), and shall establish a single, all-inclusive county and State-imposed aggregate predictable fee charged for each classification of document at the time of recording for that document. Each document, unless otherwise provided in this Section, shall fall within one of the document class predictable fee classifications set by subsection (c), and fees for each document class shall be charged only as allowed by this Section.

Before approval of an ordinance or resolution under this subsection that creates or modifies a predictable fee schedule, the recorder or county clerk shall post a notice in the recorder's or clerk's office at least 2 weeks prior, but not more than 4 weeks prior, to the public meeting at which the ordinance or resolution may be adopted. The notice shall contain the proposed ordinance or resolution number, if any, the proposed document class predictable fees for each classification, and a reference to this Section and this amendatory Act of the 103rd General Assembly. A predictable fee schedule takes effect 60 days after an ordinance or resolution is adopted, unless the fee schedule was previously created and the ordinance or resolution is a modification allowed under this Section.

Nothing in this Section precludes a county board from adjusting amounts or allocations within a given document class predictable fee when the document class predictable fee is not increased or precludes an alternate predictable fee schedule for electronic recording within each of the classifications under subsection (c).

The county board may, by ordinance or resolution, increase the fees allowed in the predictable fee schedule if the increase is justified by an acceptable cost study or internal analysis of a minimum of 3 years showing that the fees allowed by this Section are not sufficient to cover the cost of providing the service.

A statement of the cost of providing each service, program, and activity shall be prepared by the county board. All supporting documents to the statement are public records and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program, and activity.

If the Rental Housing Support Program State surcharge is amended and the surcharge is increased or lowered, the aggregate amount of the document predictable fee attributable to the surcharge in the document may be changed accordingly. If any fee or surcharge is changed by State statute, the county may increase the document class fees by the same amount without any cost study.

(c) A predictable fee schedule ordinance or resolution adopted under this Section shall list document fees, including document class predictable fees. The document classes shall be as follows:

(1) Deeds. The aggregate fee for recording deeds shall

not be less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge). Inclusion of language in the deed as to any restriction; covenant; lien; oil, gas, or other mineral interest; easement; lease; or a mortgage shall not alter the classification of a document as a deed.

(2) Leases, lease amendments, and similar transfer of interest documents. The aggregate fee for recording leases, lease amendments, and similar transfers of interest documents shall not be less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge).

(3) Mortgages. The aggregate fee for recording mortgages, including assignments, extensions, amendments, subordinations, and mortgage releases shall not be less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge).

(4) Easements not otherwise part of another classification. The aggregate fee for recording easements not otherwise part of another classification, including assignments, extensions, amendments, and easement releases not filed by a State agency, unit of local government, or school district, shall not be less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge).

(5) ~~Nonstandard irregular~~ documents. Any document presented that does not conform to the following standards, even if it may qualify for another document class, may be recorded under this document class (5) if the nonstandard document irregularity allows a legible reproduction of the document presented:

(A) 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 to be recorded that measure up to 11 inches by 17 inches shall be recorded without charging an additional fee.

(B) The document shall be legibly printed in black ink by hand, type, or computer. Signatures and dates may be in contrasting colors if they will reproduce clearly.

(C) 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 only for non-essential notations that will not affect the validity of the document, including, but not limited to, form numbers, page numbers, and customer notations.

(D) The first page of the document shall contain a blank space, measuring at least 3 inches by 5 inches, from the upper right corner.

(E) The document shall not have any attachment stapled or otherwise affixed to any page.

(F) The document makes specific reference to 5 or fewer tax parcels, units, property identification numbers, or document numbers.

The aggregate fee for recording a nonstandard an irregular document shall not be less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge). A county may adopt by

ordinance and publish with its fee schedule an additional fee or formula for a document that makes specific reference to more than 5 tax parcels, units, property identification numbers, or document numbers.

(6) ~~(Blank). Blanket recordings. For any document that makes specific reference to more than 5 tax parcels or property identification numbers, or makes reference to 5 or more document numbers, the aggregate fee shall be not less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge). A county may adopt by ordinance and publish with its fee schedule an additional fee or formula for each parcel, property identification number, or document reference, above 5, contained in an accepted document.~~

(7) Miscellaneous. The aggregate fee for recording documents that do not otherwise fall falling within classifications under paragraphs (1) through (6) or paragraph (8) or (9) and that are not otherwise exempted documents shall not be less than \$31 (being a minimum \$13 county fee plus \$18 for the Rental Housing Support Program State surcharge).

(8) Maps or plats of additions, subdivisions, or otherwise. ~~(d)~~ For recording maps or plats of additions, subdivisions, or otherwise, the minimum fee shall be \$50 (including the spreading of the same of record in well bound books), \$100 plus \$2 for each tract, parcel, or lot contained in the map or plat.

(9) Other. ~~(e)~~ Documents presented that meet the following criteria shall be charged as follows, notwithstanding document classes (1) through (8) otherwise provided by law or ordinance:

(A) A ~~(1)~~ a document recorded pursuant to the Uniform Commercial Code shall be charged as provided in the Uniform Commercial Code or as otherwise by law.  
~~, or~~

(B) A ~~(2)~~ a State tax lien or a federal tax lien shall be charged as otherwise provided by law or ordinance, except that .Notwithstanding any other provision in this Section: (i) the minimum maximum fee that shall may be collected from the Department of Revenue for filing or indexing a tax lien, certificate of lien release or subordination, or any other type of notice or other documentation affecting or concerning a tax lien is \$11, and \$5; and (ii) the minimum maximum fee that shall may be collected from the Department of Revenue or Internal Revenue Service for indexing each additional name in excess of one for any lien, certificate of lien release or subordination, or any other type of notice or other documentation affecting or concerning a lien is \$1.

(C) 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. Fees under this subparagraph may be increased or any other applicable fee may be imposed if adopted by a county board resolution or ordinance and justified by an

acceptable cost study showing that the fees allowed by this subparagraph are not sufficient to cover the cost of providing the service.

(D) ~~(f)~~ For recording any document that affects an interest in real property, other than documents which solely affect or relate to an easement for water, sewer, electricity, gas, telephone, or other public service, the recorder shall charge a minimum fee of \$1 per document to all filers of documents not filed by any State agency, any unit of local government, any public utility, as that term is defined in Section 3-105 of the Public Utilities Act, or any school district. Half of the fee shall be deposited into the county general revenue fund. The remaining half shall be deposited into the County Recorder Document Storage System Fund and may not be appropriated or expended for any other purpose. The additional amounts available to the recorder for expenditure from the County Recorder Document Storage System Fund shall not offset or reduce any other county appropriations or funding for the office of the recorder.

(d) ~~(g)~~ For certified and non-certified copies of records, the recorder and county may set a predictable fee for all copies that does not exceed the highest total recording fee in any established document classes, unless the copy fee is otherwise provided in statute or ordinance. The total fee for a certified copy of a map or plat of an addition, subdivision, or otherwise may not exceed \$200.

The fees allowed under this subsection apply to all records, regardless of when they were recorded, based on current recording fees. These predictable fees for certified and non-certified copies shall apply to portions of documents and to copies provided in any format, including paper, microfilm, or electronic. A county may adopt a per-line pricing structure for copies of information in database format.

(e) ~~(h)~~ As provided under subsection (c), the recorder shall collect an \$18 Rental Housing Support Program State surcharge for the recordation of any real estate-related document. Payment of the Rental Housing Support Program State surcharge shall be evidenced by a receipt that shall be marked upon or otherwise affixed to the real estate-related document by the recorder. The form of this receipt shall be prescribed by the Department of Revenue and the receipts shall be issued by the Department of Revenue to each county recorder.

The recorder shall not collect the Rental Housing Support Program State surcharge from any State agency, unit of local government, or school district.

On the 15th day of each month, each county recorder shall report to the Department of Revenue, on a form prescribed by the Department, the number of real estate-related documents recorded for which the Rental Housing Support Program State surcharge was collected. Each recorder shall submit \$18 of each surcharge collected in the preceding month to the Department of Revenue and the Department shall deposit these amounts in the Rental Housing Support Program Fund. Subject to appropriation, amounts in the Fund may be expended only for the purpose of funding and administering the Rental Housing Support Program.

As used in this subsection, "real estate-related document" means that term as it is defined in Section 7 of the Rental Housing Support Program Act.

(f) A county board in counties of the first and second

class may allow, by ordinance, a recorder to charge the following fees in addition to those fees otherwise allowed under this Section:

(1) Automation fee. A minimum automation fee of \$3 may be charged for filing every instrument, paper, or notice for record in order to defray the cost of converting the recorder's document storage system to computers or micrographics and in order to defray the cost of providing access to records through the Internet. A special fund shall be established by the treasurer of a county, and the moneys collected through the automation fee shall be deposited into the special fund and used for a document storage system to provide the equipment, materials, and necessary expenses incurred to help defray the costs of implementing and maintaining the document record system and for a system to provide electronic access to those records.

(2) GIS fee. In a county that provides and maintains a countywide map through a geographic information system, a minimum GIS fee of \$3 may be charged for filing every instrument, paper, or notice for record in order to defray the cost of implementing or maintaining the county's geographic information system and in order to defray the cost of providing electronic or automated access to the county's geographic information system or property records. Of that amount, a minimum of \$2 must be deposited into a special fund established by the treasurer of the county, and any moneys collected through the GIS fee shall be deposited into that special fund and used for the equipment, materials, and necessary expenses incurred in implementing and maintaining the geographic information system and to defray the cost of providing electronic access to the county geographic information system records. The remaining \$1 must be deposited into the recorder's special funds created under Section 3-5005.4. The recorder may, at the recorder's discretion, use moneys in the funds created under Section 3-5005.4 to defray the cost of implementing or maintaining the county's geographic information system and to defray the cost of providing electronic access to the county's geographic information system records.

(Source: P.A. 103-400, eff. 1-1-24.)

**Effective Date: 1/1/2025**



# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



# Resolution Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** December 5, 2024  
**Board Date:** December 12, 2024  
**Resolution Title:** Resolution Awarding Hartmann Electric and Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$7,490,782
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b> 7,490,782	
<b>Over or Under approved amount?</b> OVER <b>By:</b> \$551,308	
<b>Reason for ARPA or CIP increase?</b> N/A	
<b>If ARPA funded, was it approved by Baker Tilly?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 61300-46586-RP023 <b>Descriptor:</b> ARPA Funds	
<b>Budget Impact?</b> \$8,198,692	

**Background Information:** The Countywide Security Cameras and Integrator System project involved several key committee members across multiple departments who worked closely with Heartland Consultants to develop the strategies for this project.

Upon its completion, the county will have a robust security camera system across all of its facilities. The second aspect of this project entails implementation of a new integrator system for the Winnebago County Jail and Detention Center. The upgrades to the integrator system will allow for enhanced technology to boost surveillance, internal access, movement control and allow for upgraded intercom communications throughout the Jail and Detention Center.

In November of 2023, Purchasing issued RFP #24P-2307. Seven (7) submissions were received (See Resolution Exhibit A and B). It was an extensive process with multiple site visits, issuing clarifications and committee evaluation meetings. The evaluations pointed to awarding the project to Montel Technologies.

Upon receiving Operations & Administrative recommendations, staff proceeded through contract negotiations with Hartmann Electric Company and Montel Technologies (See Resolution Exhibit C).

**Recommended By:** Evaluators and Project Sub-Committee

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Hartmann Electric Company for \$8,198,692.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

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**RESOLUTION AWARDING HARTMANN ELECTRIC COMPANY AND MONTEL TECHNOLOGIES FOR  
COUNTYWIDE SECURITY CAMERA AND INTEGRATOR SYSTEM CONTRACT USING ARPA FUNDS**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

**WHEREAS**, the County is in need of an updated security camera system as well as integrator system for the Winnebago County Jail and Detention Center; and,

**WHEREAS**, the County will enter into an agreement with Hartmann Electric Company and Montel Technologies for the necessary camera and integrator system upgrades;

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) and contract (Resolution Exhibit C) for the aforementioned purchase and recommends awarding to:

**HARTMANN ELECTRIC COMPANY  
750 LEE STREET  
ELK GROVE VILLAGE, ILLINOIS 60007**

**MONTEL TECHNOLOGIES  
5701 INDUSTRIAL DRIVE  
LOVES PARK, IL 61111**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$8,198,692 to Hartmann Electric Company 750 Lee Street Elk Grove Village, Illinois 60007.

**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 Sheriff's Office, Chief Information Officer, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

<b>PROPOSAL TAB</b>		
<b>23P-2307 Countywide Security Camera &amp; Integrator System</b>		
<b>Monday, January 29, 2024 - 2:00 PM</b>		
Imperial Surveillance	Securitas Technology	<b>Montel Technologies</b>
Pro Com Systems	Black Creek Integrated Systems	SMG Security Holdings, LLC.
ADT Commerical		

Countywide Security Camera & Integrator Comparison					
Resolution Total Based on Proposal Submissions	SMG	Securitas	Montel	Pro Com	
<i>Includes all hardware, installation, licensing and 5 year warranty</i>	\$ 7,348,210.00	\$ 8,700,000.00	\$ 8,198,692.00	\$ 8,060,825.00	
<i>Warranty examples: Cameras would be included. Facilities would install but replace with proposed company.</i>					<i>Examples</i>
<i>outside of warranty might include: Programing new equipment that WinCo Employees installed;</i>					
<b>Optional</b> Add-On Service Contract Estimates	CCTV Service Contract	\$ 35,136.00	\$ 35,136.00		\$ 17,320.00
Annual Agreements may be finalized separately	PLC Service Contract	\$ 21,600.00	\$ 21,600.00	\$ 60,000.00	\$ 21,600.00



## **AGREEMENT FOR THE COUNTYWIDE SECURITY CAMERAS AND INTEGRATOR SYSTEM**

**This Agreement** ("Agreement") is made and entered into as of December 12, 2024, by and between **Hartmann Electric Company, Inc.**, an Illinois corporation ("Hartmann") and **Montel Technologies, LLC**, an Illinois limited liability company ("Montel") Hartmann and Montel shall collectively referred to as the "**Contractor**", and the **County of Winnebago, Illinois** ("**County**"). The County, Contractor (including Hartmann (Prime) and Montel (Subcontractor)) are each a "Party" and collectively "**Parties.**"

**WHEREAS**, on November 2, 2023, the County issued RFP 23P-2307 for the Countywide Security Cameras and Integrator System ("Project"); and

**WHEREAS**, Hartmann and Montel, in response to RFP 23P-2307, submitted a proposal detailing the products and services to be provided for the Project ("Proposal Submission"); and

**WHEREAS**, the County has selected Contractor to provide the products and services described in their Proposal Submission and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

### **1. Scope of Work**

1.1. Contractor shall provide hardware and technology integration services, including the installation and configuration of security cameras, network setup, and software integration, as outlined in the Proposal Submission and this Agreement.

1.2. Contractor shall provide all necessary electrical services, including installation, wiring, and electrical integration, as outlined in the Proposal Submission and this Agreement.

1.3. Contractor will work collaboratively to ensure seamless delivery and installation of the Countywide Security Cameras and Integrator System.

1.4. All work performed by Contractor and its sub-contractor(s) will comply with the specifications and timelines detailed in the Proposal Submission and this Agreement. Further, all work under this Agreement shall be performed by members of the International Brotherhood of Electrical Workers (IBEW) Local 364 and be subject to the terms and conditions of the Collective Bargaining Agreement of IBEW) Local 364.

A. Contractor and its sub-contractor(s) shall require background checks on all of their employees that will be at any of the County buildings performing work under this Agreement.

B. Contractor and its sub-contractor(s) employees working at the Juvenile Detention Center shall be required to take Prison Rape Elimination Act (PREA) training and have Illinois Department of Children & Family Services (DCFS) - Cants checks.



## **2. Project Timeline**

2.1. Contractor shall commence work on the Project upon receiving an Award Letter and/or Purchase Order, from the County.

2.2. Contractor and its sub-contractor(s) shall complete the Project in accordance with the timeline specified in the Proposal Submission and this Agreement, with allowances for delays caused by circumstances beyond Contractor's reasonable control.

## **3. Compensation**

3.1. The County agrees to compensate Contractor for the delivery of products and services as outlined in the Proposal Submission and this Agreement. No payments will be made to Contractor beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

- Hardware & Installation Cost: \$8,198,691.30
- 5 Years Maintenance and Support: \$300,000.00 (\$60,000 Annually)
- Total Cost Project: \$8,494,691.30

3.2. Payments will be made according to the payment schedule agreed upon by the County and Contractor, subject to approval by the County of completed milestones. Payments are made per completion and evaluation of testing by agreed upon parties including county employees and consultants. The County shall hold a final payment of five hundred thousand dollars (\$500,000.00) until final completion of the entire project and comprehensive system testing is conducted to ensure full functionality of the installed components and software, which Contractor installed in accordance with the attached Scope of Services described in this Agreement and limited to the vendor technical specifications of each product, hardware and software, goods and personal property installed (See Scope of Services, Section 5- Testing and Training (page 9 of this Agreement)).

3.3. Reimbursable expenses, if any, shall be submitted to the County for approval prior to reimbursement.

3.4. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

3.5 The funding source for this Project will be federal American Rescue Plan Act Funds, specifically, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). Therefore, Contractor shall comply with all applicable local, state, and federal procurement laws and regulations, including the Purchasing Ordinance of Winnebago County and 2 CFR Part 200.317-327 (including Appendix II). The federal provisions are outlined on Exhibit A attached hereto and incorporated herein by reference.

3.6 Maintenance and Support payments will be made monthly commencing on the date the Hardware and Installation are accepted by the County (the "Maintenance and Support Commencement Date"). \$5,000 monthly paid on the first of each month totaling \$60,000 annually for the maintenance and support of Contractor.





#### **4. Change Orders**

4.1. Contractor acknowledges and agrees that the quoted price is firm for the duration of the contract and absent a change in the scope of work by the County, changes orders are prohibited. In the event there are any changes to the scope of work by the County, it must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.

4.2. The Parties acknowledge that any change Orders may impact the overall cost and timeline of the Project.

#### **5. Warranties and Support**

5.1. Contractor warrants that all products and services provided under this Agreement will be free from defects in materials and workmanship for a period of one year from the date of installation.

5.2. Contractor agree to provide ongoing support and maintenance as specified in the Proposal Submission.

5.3. The Parties represent and warrant that they have full power and authority to enter into this Agreement and to consummate the transactions contemplated herein and that they shall act in accordance with all applicable laws in performing their obligations and exercising their rights under this Agreement.

#### **6. Liability and Insurance**

6.1. Contractor shall maintain appropriate insurance coverage as required by the County for the duration of the Project and as set forth herein.

<b>Workers Compensation</b>	Statutory
<b>Employers Liability</b>	
A. Each Accident	\$2,000,000
B. Each Employee-disease	\$2,000,000
C. Policy Aggregate-disease	\$2,000,000
<b>Commercial General Liability</b>	
A. Per Occurrence	\$5,000,000
B. General Aggregate	\$5,000,000
1. General Aggregate- Per project	\$5,000,000
2. General Aggregate - Products/ Completed Operations	\$5,000,000
<b>Business Auto Liability</b>	\$1,000,000
<b>General Umbrella Excess Liability</b>	\$5,000,000

6.2. Contractor shall defend, indemnify, keep and hold harmless the County's elected and appointed officials, its officers, representatives, agents and employees ("County Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable



expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of Contractor, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation. Contractor expressly understand and agree that any insurance protection required of the Contractor, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County as herein above provided.

6.3 Within twenty-one (21) calendar days of notification of Contract award, a Performance Bond for the amount of the Contract will be required from the Contractor and shall be valid throughout the life of the Contract. The Performance Bond will be released at the successful completion of the Contract. Failure to furnish the required bond within the time specified may be cause for termination of this Agreement and Contractor shall pay the County fifty thousand dollars (\$50,000) as liquidated damages and not as a penalty.

## **7. Termination**

**7.1. For Breach.** In addition to Section 6.3 hereof, the County may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to Contractor, and the breach remains uncured at the end of thirty (30) days. If the County terminates this Agreement due to Contractor uncured breach, Contractor shall refund prepaid amounts on a prorated basis based on the effective date of termination.

**7.2. Early Termination by County.** In addition to termination under Sections 7.1 of this Agreement, the County may terminate this Agreement at any time with thirty (30) days written notice from the County to Contractor. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. After the termination notice is received, Contractor must restrict their activities, and those of any subcontractors, to activities pursuant to the direction of the County. Contractor shall issue a refund to the County of any prepaid amounts on a prorated basis from the effective date of termination. Contractor is not entitled to any anticipated profits on Contractor's products and services and/or Contractor's equipment that has not been provided to the County. County's licenses and rights granted hereunder shall immediately terminate and Contractor shall no longer be obligated to provide any Maintenance Services. The County remains responsible for all fees incurred before the effective date of termination.

**7.3 Maintenance and Support.** The County shall have the right to terminate the Support and Maintenance Agreement at any time after the first anniversary of the Maintenance and Support Commencement Date by providing Contractor with thirty (30) days written notice of termination.

## **8. Notices**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:



**IF TO THE COUNTY:**

County of Winnebago, Illinois  
Attn: Chairman Joseph Chiarelli  
404 Elm Street, Room 533  
Rockford, Illinois 61101

Winnebago County Sheriff's Office  
Attn: Sheriff Gary Caruana  
650 W. State Street  
Rockford, Illinois 61102

Winnebago County State's Attorney  
Attn: Civil Chief, Civil Division  
400 W. State Street, Suite 804  
Rockford, IL 61101

**IF TO CONTRACTOR:**

Hartman Electric Company, Inc.  
Attn: Mr. William R. Hartmann  
750 Lee Street  
Elk Grove Village, Illinois 60007

Montel Technologies, LLC  
Mr. Ray Montelongo  
5701 Industrial Dr  
Loves Park, Illinois 61111

Such addresses may be changed by notice to the other Parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

**9. No Joint Venture or Partnership Relationship**

This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the Parties are only those set forth in this Agreement. Contractor must perform under this Agreement as independent contractors and not as representatives, employees, agents, or partners of the County. This Agreement is between the County and independent contractors and, if Contractor are individuals, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that: The County will not be liable under or by reason of this Agreement for the payment of any workers' compensation award or damages in connection with Contractor performing the services required under this Agreement.

**10. Third-Party Beneficiaries**

The Parties agree that this Agreement is solely for the benefit of the County and Contractor and nothing herein intended to create any third-party beneficiary rights for subcontractors or other third parties.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Contractor hereby irrevocably submit, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any



way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

#### **12. Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations. This Agreement cannot be altered, amended, or modified except in writing executed by an authorized representative of each Party.

#### **13. Severability**

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality, and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

#### **14. Waiver**

Neither the acceptance by the County, or any representative of the County, nor any payment for or acceptance of the whole or any part of the Services, nor any extension of time, nor any possession taken by the County shall operate as a waiver by the County of any portion of the Agreement, or of any power herein reserved or any right of the County to damages herein provided. A waiver of any breach of the Agreement shall not be held to be a waiver of any other or subsequent breach. Whenever under this Agreement, the County by a proper authorized representative waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the County may have waived the performance requirement.

#### **15. Assignment**

This Agreement inures to the benefit of and is binding upon the parties and their successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Parties. In no case will such consent relieve the other Parties from its obligations, or change the terms of this Agreement. Written notice must be provided to the other Parties, with the name of any proposed assignee and the reason for the assignment; consent to which shall not be unreasonably withheld.

#### **16. Counterparts**

This Agreement may be executed by any one or more of the Parties to this Agreement in any number of counterparts, including by facsimile transmissions, each of which shall be deemed to be an original,



including those sent by facsimile transmission, but all such counterparts shall together constitute the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the date first above written.

**CONTRACTOR:**

**HARTMANN ELECTRIC COMPANY, INC.**

By: \_\_\_\_\_

Name: Mr. William Hartmann

Title: President

**CONTRACTOR:**

**Montel Technologies, LLC**

By: \_\_\_\_\_

Name: Mr. Ray Montelongo

Title: Manager

**COUNTY OF WINNEBAGO, ILLINOIS**

By: \_\_\_\_\_

Name: Joseph V. Chiarelli

Title: Chairman of the County Board  
of the County of Winnebago, Illinois

**ATTEST:**

By: \_\_\_\_\_

Name: Lori Gummow

Title: Clerk of the County Board  
of the County of Winnebago, Illinois

## Scope of Service

### Project Scope Overview: Surveillance System Upgrade for Winnebago County Buildings

#### 1. Project Overview

The project aims to replace the existing analog and legacy IP surveillance system across all County buildings with a modern, centrally managed **Genetec** IP-based video management system (VMS). The scope covers the installation and testing of new servers, video walls, IP cameras, and the creation of an integration path for future jail control system upgrades. Scope also includes demolition of all existing wiring and PCs, including proper disposal of e-waste. Finalize necessary items to be wiped or returned to owner during project update meetings.

#### 2. Key Deliverables

- **Surveillance System Upgrade:**
  - Replace all existing analog cameras and infrastructure with a centralized IP-based surveillance solution.
  - Deploy either **Genetec** as the VMS platform for unified control and monitoring across all County buildings.
  - Integrator System Deliverables tied to Tridium/Niagara 4 installation
  - New Intercom Wiring
- **Servers and Core Infrastructure:**
  - **Management Servers:** Provide, install, and configure management servers to handle all core functions of the video management system.
  - **Mobile Servers:** Install and configure mobile servers to enable remote access and management of the system from mobile devices.
  - **Recording Servers:** Provide and configure recording servers to store video footage, ensuring compliance with retention policies.
  - **Video Walls:** Supply and install video wall systems in command/control centers for enhanced situational awareness.
  - **Client Workstations:** Provide, install, and program workstations for end users to access live and archive video footage.

#### 3. AXIS IP Camera Deployment

- **Camera Installation:** Install **AXIS IP cameras** to replace existing analog and legacy IP cameras across all County buildings, ensuring improved video quality and advanced functionality.
- **Programming and Testing:** Fully program and test the cameras to ensure proper integration with the selected VMS platform. Cameras will be configured to align with the County's specific security policies and procedures.

#### **4. System Integration & Future Expansion**

- **Future Jail Control System Integration:**
  - Design and implement an integration path to support future upgrades to the jail's existing programmable logic controller (PLC) control system.
  - Provide any necessary licenses and programming to enable seamless integration between the upgraded VMS and the future controls system.
  - New Intercom Wiring will be provided throughout the system upgrade for the Jail and Detention Center Integrator System

#### **5. Testing and Training**

- Comprehensive system testing will be conducted to ensure full functionality of the installed components and software.
- **Training:** Provide training sessions for County personnel on the operation and management of the new surveillance system, including both the VMS and camera controls.

#### **6. Project Timeline and Milestones**

- The project will follow a phased implementation approach, with key milestones for server setup, camera installation, system testing, and final handover.

This project scope outlines a comprehensive upgrade that will provide enhanced security, improved video management capabilities, and future-proofing for upcoming jail system upgrades across County buildings.

## **Cameras Scope**

### **Scope of Work: Camera Installation for 15 Locations**

#### **Camera Installation**

- **Total Cameras:** 1,261 Axis Communication cameras will be installed across 15 different locations.
- **Camera Types:** Specific Axis camera models as defined in the project scope.
- **Locations:** Cameras will be distributed across the identified sites, with the exact number and placement determined per site requirements.

#### **Storage and Software Configuration**

- **SD Card Installation:**
  - Each camera will be equipped with a 128 GB SD card for edge recording, providing local storage for video data to ensure redundancy in case of network disruptions.
- **License Plate Recognition (LPR) Software:**
  - LPR cameras will be equipped with specialized software to capture and recognize license plates, enhancing security and monitoring at each location.

#### **Mounting Hardware**

- **Mounting Brackets:**
  - Cameras will be installed with appropriate mounting brackets as specified in the site-specific scope of work. The installation will ensure secure and optimal positioning for full coverage and functionality at each site.

#### **Site-Specific Customization**

- Installation will follow the detailed specifications and requirements outlined for each of the 15 locations, ensuring that the cameras, storage, software, and mounting hardware are tailored to the unique needs of each site.

This scope ensures that Contractor will deliver a comprehensive, high-quality surveillance solution that meets the operational needs across all 15 locations.



## Buildings

### Administration Building

QTY.	PART NUMBER	DESCRIPTION
1	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
1	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
31	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
3	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
1	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
1	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01574-001	IP Camera Accessory - License - License Plate Verifier
42	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
1	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

### Adult Probation

QTY.	PART NUMBER	DESCRIPTION
5	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
57	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier
66	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount



1	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
1	5505-081	IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE

#### Animal Services

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
12	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
3	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier
20	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

#### Carrie Lynn Children's Center

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Indoor - MLPU - H.265
3	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01574-001	IP Camera Accessory - License - License Plate Verifier
9	01491-001	IP Camera Accessory - SD Card - 128GB
2	5505-081	IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE
2	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

## Courthouse

QTY.	PART NUMBER	DESCRIPTION
3	01605-001	IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265
11	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
17	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
98	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
3	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
5	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
2	01574-001	IP Camera Accessory - License - License Plate Verifier
148	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
1	5017-641	IP Camera Accessory - AXIS - T91A64 - Corner Bracket
1	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

## E911

QTY.	PART NUMBER	DESCRIPTION
2	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
9	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier

15	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## Health Department

QTY.	PART NUMBER	DESCRIPTION
4	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
30	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
5	02218-001	IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
4	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01819-001	IP Camera - AXIS - Q3819-PVE - x4 5MP Dome - Outdoor - DLPU - H.265
4	01574-001	IP Camera Accessory - License - License Plate Verifier
47	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
3	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
2	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

## Highway Department

QTY.	PART NUMBER	DESCRIPTION
3	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
5	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
12	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
5	5502-431	IP Camera Accessory - AXIS - T94A01D - Pendant Kit
5	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## Justice Center

QTY.	PART NUMBER	DESCRIPTION
52	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
188	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
39	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
127	02327-001	IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265
2	02331-001	IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265
4	02328-001	IP Camera - AXIS - P3265-LVE - 2MP Dome - Outdoor - MLPU - H.265
4	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
51	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
14	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
80	01766-001	IP Camera - AXIS - Q9216-SLV - 4MP Dome - Indoor - Anti Ligature - H.264
13	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
5	01702-001	IP Camera - AXIS - Q1798-LE - 4k Bullet - Outdoor - H.264
3	01819-001	IP Camera - AXIS - Q3819-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
10	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
3	01048-004	IP Camera - AXIS - P3807-PVE - 8MP Panoramic - Outdoor
8	01925-004	IP Camera - AXIS - Q6315-LE - 2MP PTZ - Outdoor - MLPU - H.265
13	01574-001	IP Camera Accessory - License - License Plate Verifier
603	01491-001	IP Camera Accessory - SD Card - 128GB
25	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
8	5502-431	IP Camera Accessory - AXIS - T94A01D - Pendant Kit
17	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## Juvenile Detention

QTY.	PART NUMBER	DESCRIPTION
4	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
12	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
2	02327-001	IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265
5	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
4	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	02060-001	IP Camera - AXIS - P3818-PVE - x3 5MP Dome - Outdoor - DPLU - H.265
3	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01048-004	IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
28	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
3	01574-001	IP Camera Accessory - License - License Plate Verifier
65	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
1	01190-001	IP Camera Accessory - AXIS - T94S01P - Conduit Back Box

## Juvenile Justice

QTY.	PART NUMBER	DESCRIPTION
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
46	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
5	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	02218-001	IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
5	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
12	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
5	01574-001	IP Camera Accessory - License - License Plate Verifier
78	01491-001	IP Camera Accessory - SD Card - 128GB



5	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
5	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

#### Old Courthouse

QTY.	PART NUMBER	DESCRIPTION
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
24	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
3	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
34	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

#### Public Safety

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
10	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
6	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
4	01574-001	IP Camera Accessory - License - License Plate Verifier
26	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE



#### River Bluff

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
42	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02331-001	IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265
7	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
8	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
3	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
3	01574-001	IP Camera Accessory - License - License Plate Verifier
64	01491-001	IP Camera Accessory - SD Card - 128GB
8	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
8	5017-641	IP Camera Accessory - AXIS - T91A64 - Corner Bracket
8	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

#### Veterans Memorial Hall

QTY.	PART NUMBER	DESCRIPTION
6	01605-001	IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
11	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
3	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264
1	01048-004	IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
27	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
2	01514-001	IP Camera Accessory - AXIS - T94N01L - Soffit Mount
2	02452-001	IP Camera Accessory - AXIS - TP3201-E - Soffit Mount

#### Public Safety Building to Justice Center Tunnel

12	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
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### Video Management System Scope

The scope of work involves configuring a robust video management software (VMS) system to support 1,261 cameras and 1,725 intercoms across multiple facilities. The project includes integrating all cameras and intercoms into a centralized VMS, ensuring secure and efficient video monitoring and communication capabilities. This configuration will include setting up user roles and permissions, integrating intercoms for seamless video and audio communication, configuring camera and intercom views, and enabling remote and mobile access. The system will be optimized for performance, reliability, and scalability to meet the security and operational needs of the facilities.

#### **1. Offsite and Mobile Viewing Configuration**

- **Secure Remote Access:**
  - Configure **offsite and mobile viewing** for the Video Management System (VMS) using **SSL certificates** to ensure secure remote access without the need for a VPN or unsecure public IP addresses.
- **SSL Certificate Installation:**
  - Provide, install, and configure a **public SSL certificate** for the system.
  - Include the **annual cost** of the SSL certificate as part of the implementation.

#### **2. AXIS IP Camera Configuration**

- **Camera Integration:**
  - Integrate and configure all **new AXIS IP cameras** into the VMS, ensuring full compatibility and functionality within the system.
- **PTZ (Pan-Tilt-Zoom) Control:**
  - Set up software-based **PTZ control** for applicable cameras, including configuration of tours and home positions.
  - Implement **permission-based access** for PTZ features, ensuring only authorized users have control.

#### **3. Analytics and License Plate Recognition**

- **AXIS Object Analytics:**
  - Configure **AXIS Object Analytics** for all compatible camera models to enable intelligent monitoring features such as object detection and classification.
- **License Plate Verifier:**
  - Set up **AXIS License Plate Verifier** on select cameras to enable automatic license plate recognition and verification for enhanced security and monitoring.

#### **4. User Interface and Role-Based Configuration**

- **Graphical Mapping:**
  - Configure **graphical maps** for each user group role to enable intuitive navigation and control of the VMS based on role-specific requirements.
- **Client Configuration:**
  - Set up and configure **Desktop Client, Web Browser, and Mobile Access** clients to allow authorized personnel to access live and recorded video streams from various devices.
- **Active Directory Integration:**
  - Configure **Active Directory user permissions** based on groups and organizational units (OUs) provided by the County, ensuring role-based access control to the VMS.

## 5. Camera Views and User Roles

- **Camera View Setup:**
  - Configure camera views for each user role, providing customized views and access based on their responsibilities and permissions within the VMS.

## 6. Search and Monitoring Tools

- Provide and configure advanced **search tools** within the VMS to allow users to quickly search, filter, and retrieve video footage based on specific criteria such as time, motion, or event type.

## 7. Testing and Training

- **System Testing:**
  - Thoroughly test all components of the VMS, including remote access, camera configurations, PTZ control, analytics, and video walls, to ensure full functionality and performance.
- **Training:**
  - Provide comprehensive training for County personnel on the use of the VMS, including client access, camera control, search tools, and user role management.

## 8. Ongoing Support and Maintenance

- Offer post-implementation support for troubleshooting, system updates, and maintenance to ensure ongoing reliability and security of the VMS.

This scope of work outlines a comprehensive approach to implementing a secure, scalable, and feature-rich video management system for Winnebago County, ensuring centralized control, role-based access, and seamless remote and mobile viewing capabilities.

### Network Video Recorders Scope

The scope of work involves providing and configuring **BCD servers or equivalent** to meet the video streaming and recording requirements specified in the project's server configuration scope. This includes the installation of high-performance servers with redundant power supplies, RAID configurations for storage reliability, and video graphics cards for hardware acceleration. The servers will be optimized to support continuous and motion-based video recording for 1,261 cameras, using H.265 and H.264 protocols with ZIP Stream enabled for efficient storage utilization. The system will ensure 90-day video retention with optional cloud storage for extended retention, supporting offsite and mobile viewing, and providing seamless integration with AXIS IP Camera edge recording for redundancy. All necessary network racks, cabling, and UPS systems will be included to ensure high availability and performance.

## 1. Infrastructure Setup

- **Network Racks and Power Supply:**
  - Provide and install **network racks** for optimal organization of recording servers and associated equipment.
  - Install **cable management devices** to ensure a clean and efficient setup for all cabling needs.
  - Provide and install **uninterruptible power supplies (UPS)** to ensure continuous operation of the recording equipment in case of power failures.
  - **115VAC power** for the servers and equipment will be provided by the County of Winnebago.

## 2. Server and Storage Installation

- **Network Video Recorders (NVRs):**
  - Supply, install, and commission **BCD Video or equivalent network video recorders** at designated locations or locations specified by integrator.
- **Server Configuration:**
  - Operating System: **Windows Server 2022** will be installed on all recording servers.
  - Configure **IDRAC Enterprise Licensing** for remote management and monitoring of the servers.
  - Equip all servers with **redundant power supplies** to ensure high availability and prevent downtime.
  - Configure **RAID 1** for operating system drives to ensure data integrity and fault tolerance.
  - Set up **RAID 5/6/10** for recording drives to provide redundancy and performance for continuous video recording.

- Install **video graphics cards** to enable **hardware acceleration** for video processing.

### 3. Patch Cabling and Connectivity

- **Patch Cables:**
  - Provide and install all necessary **patch cables** to connect servers, storage, and network switches, ensuring proper connectivity for the video recording system.

### 4. Recording Locations

- **NVR Installation 14 Locations:**

Network video recorders will be installed and configured at the following locations or where deemed necessary:

1. Administration Building
2. Adult Probation
3. Animal Services
4. Carrie Lynn Children's Center
5. Courthouse
6. E911
7. Health Department
8. Highway Department
9. Justice Center & Juvenile Detention
10. Juvenile Justice
11. Old Courthouse
12. Public Safety
13. River Bluff
14. Veterans Memorial Hall

### 5. Video Recording Parameters

- **Recording Groups and Retention Method:**
  - **Recording Group 1:** Ramp-up recording with **1 frame per second** continuous recording, increasing to **15 frames per second** during motion events (with estimated 40% motion).
  - **Recording Group 2:** Continuous recording at **15 frames per second**.
  - **Recording Group 3:** Continuous recording at **15 frames per second**.
- **Recording Protocols:**
  - **H.265 recording** for all cameras that support this format to maximize storage efficiency.
  - **H.264 recording** for select camera models that do not support H.265.

- Enable **ZIP Stream** technology at medium compression across all cameras to further optimize video storage.

## 6. Redundant Video Recording

- **AXIS IP Camera Edge Recording:**
  - Configure **AXIS IP Camera Edge Recording** for redundancy, allowing cameras to record locally on **128 GB SD cards** in the event of server outages.
  - Set up **recorder backfill** functionality so that once the server is restored, video footage from the edge storage is automatically transferred back to the central recorder.

## 7. Warranty and Support

- **5-Year Manufacturer Warranty:**
  - All servers and recording equipment will come with a **5-year next business-day onsite manufacturer warranty**, ensuring prompt support and maintenance when needed.
  - A help desk support and ticketing platform will be provided to the County for troubleshooting and support.

## 8. System Testing and Commissioning

- After installation, all servers, storage, and recording systems will be tested to ensure they meet the project requirements and function as intended.
- Conduct full commissioning of the video recording system to verify that all servers, cameras, and software components are working correctly.

This scope of work provides a comprehensive solution for the server infrastructure required to support video surveillance recording, ensuring redundancy, high availability, and compliance with retention policies.



## **Video Wall Scope**

### **Video Wall Configuration**

The scope of work includes the installation of new video walls in the Justice Central Command, Juvenile Central Command, and the Detective Room Central Command to provide comprehensive real-time monitoring and situational awareness. These video walls will be configured to display live camera feeds from the integrated video management system (VMS), enabling operators to view, control, and manage cameras efficiently across the facilities. Additionally, the camera system will be connected to the existing video walls in the Emergency Response Room, Security Office at the Courthouse, and Security Office at the Criminal Justice Center (CJC), ensuring seamless integration across all command centers. The configuration will support role-based access, allowing designated users to monitor specific cameras and areas based on security needs, while also enabling real-time video and analytics monitoring for faster decision-making and response.

### **Video Wall Installation:**

- Install and configure video walls in key monitoring and control areas to provide centralized real-time surveillance capabilities.

Locations include:

1. **Justice Center Central Control Room**
2. **Juvenile Detention Control Room**
3. **Emergency Response Room**
4. **Security Office Courthouse**
5. **Security Office CJC (Criminal Justice Center)**

## Camera Installation and Cat 6 Data Cabling Scope of Work

This scope of work includes the installation and configuration of **AXIS IP cameras** and the deployment of **CAT6 cabling** throughout the specified locations. All cameras will be installed per the layout provided in the **AXIS Site Designer**, with mounts and locations confirmed by the proposer. **CAT6 data cables** will be installed, terminated, and tested, with patch panels and surface jacks set up in network rooms. **Yellow CAT6 patch cables** will be used for easy identification, and all exposed cabling will be protected in **conduit or metal raceways**, with **rigid conduit** used in secure areas such as the **Justice Center, Juvenile Detention**, and **interview/detention areas**. A final test report will be provided to ensure all installations meet performance standards.

### 1. AXIS IP Camera Installation and Configuration

- **Camera and Mount Installation:**
  - Provide, install, and program **AXIS IP cameras** and necessary mounting hardware at all specified locations. **No alternates** to the specified camera models will be accepted.
  - Utilize the **AXIS Site Designer** tool for camera layout. The proposer is responsible for confirming all camera mounts and locations based on site-specific requirements.
- **AXIS License Plate Verifier:**
  - Provide licenses for the **AXIS License Plate Verifier** software for designated cameras, enabling automatic license plate recognition and verification.

### 2. Cabling and Termination

- **CAT6 Data Cable Installation:**
  - Provide, install, terminate, and test all **CAT6 data cables** required to connect the cameras to the network.
  - Terminate and label all cables and provide a **final test report** to ensure compliance with performance standards.
- **Patch Panels in Network Data Rooms:**
  - Provide and install **patch panels** in network data rooms, ensuring proper organization and labeling of all camera connections.
- **Field Cabling to Cameras:**
  - Install and terminate all field cabling, running **CAT6 data cables** to surface jacks. Use patch cables to connect the surface jacks to the IP cameras.
- **Yellow CAT6 Patch Cables:**



- Provide and install **yellow CAT6 patch cables** for all connections to ensure clear identification of camera network connections.
- **Elevator Data Cables:**
  - The County will provide the **CAT6 data cables** for IP cameras installed in elevators, and the proposer will handle installation and termination.

### 3. Protection and Conduit Requirements

- **Exposed Cabling:**
  - All exposed cabling will be protected by installing it in **conduit or metal raceway** for enhanced durability and safety.
  - In the **Justice Center, Juvenile Detention**, and all **interview/detention areas**, exposed cabling will be enclosed in **rigid conduit** to ensure compliance with security standards and prevent tampering.

This scope of work ensures that the installation of AXIS IP cameras and cabling will be executed with precision, protection, and compliance with the County's standards, resulting in a fully functional and secure surveillance system.

### IP Intercom System

This scope of services involves upgrading 1,725 intercoms to a new **IP-based intercom system** within the **Winnebago County Justice Center** and **Juvenile Detention Center**. The project includes the removal of existing intercom units, installation of new IP intercom devices, and integration with the facility's network infrastructure. The new system will provide enhanced communication capabilities, centralized control, and improved monitoring, ensuring seamless operation across both centers. All devices will be configured, tested, and commissioned to meet the security and operational requirements of the facilities, with necessary training provided to staff for optimal system use. Winnebago County DoIT and Winnebago County Facilities and Sheriff's Department will participate in appropriate training.

### Building Management System

This scope of services involves upgrading the existing **PLC system** for controlling jail cell doors to **Tridium's Niagara Framework** within the facility. The Niagara Framework is an open building management platform that integrates mechanical and electrical systems from various manufacturers into a single, unified control portal. The upgrade will allow for enhanced management and control of the jail cell doors, providing comprehensive insight into the entire facility's operations. By transitioning to the Niagara Framework, the facility will benefit from streamlined control, improved operational efficiency, and the ability to monitor and manage systems from a centralized platform, ensuring greater security and ease of use.



## I. Unit Description and Improvements

### A. Criminal Justice Center

#### 1. PLC System Replacement and Control Upgrades:

- Replace all existing **PLC processors** and **PLC input/output cards** to ensure efficient and updated control of jail cell doors and other systems.
- **Un-terminate and re-terminate** existing PLC input/output cards onto new headend equipment, ensuring proper integration and functionality.

#### 2. Touchscreen Control Stations:

- Upgrade **forty-five (45) existing touchscreen control stations** with new **PCs and touchscreen monitors** to modernize control operations.

#### 3. Software and Licensing:

- Provide the **most up-to-date control software** for all systems.
- Supply new software **licenses for control computers** to ensure compliance and security, encompasses over 1200 licenses

#### 4. Network and Communication Upgrades:

- Replace all existing **Ethernet switches** with new **10/100/1000 Ethernet switches** for faster and more reliable network performance.
- Replace existing **security network fiber modules** to enhance the communication backbone of the facility.
- Replace existing **data logging servers** with new systems for improved data retention and analysis.
- Upgrade the existing **intercom system** and provide **new Ethernet-based master stations** at all **forty-five (45) control locations**.

#### 5. Spare Control Station and Additional Equipment:

- Provide one (1) spare **control station PC** as a backup for operational redundancy.
- Remove all obsolete equipment and install new systems.
- Ensure all penetrations for new equipment are properly sealed with **fire caulking**, including addressing abandoned penetrations.

#### 6. Installation of all new Cat 6 cabling for Intercoms

**Additional Considerations:**

- Address any deficiencies or other requirements necessary for the **safe operation** of the system.
- Note: The facility includes approximately **616 IP cameras** that will need to remain operational throughout the upgrade process.

**B. Juvenile Detention Center**

**1. Touchscreen Control Station and SMS PC Upgrades:**

- Upgrade existing **touchscreen control stations** with new **PCs and touchscreen monitors**.
- Provide one (1) spare **control station PC** as a backup.
- Upgrade the existing **SMS PC** for improved security management.

**2. Network and Intercom Upgrades:**

- Replace existing **Ethernet switches** with new **10/100/1000 Ethernet switches** for better network performance.
- Replace the existing **intercom headend equipment** with new **digital equipment** for clearer and more reliable communication.
- Installation of all new Cat 6 cabling for 1725 Intercoms

**3. Video Viewing and Network Integration:**

- Integrate the control system with the video surveillance network to **call-up video images** from the door control system.
- Provide two (2) new **video viewing client PCs** and four (4) **video monitors** in the central control room for real-time surveillance and monitoring.
- Provide one (1) remote viewing **PC** and one (1) **video monitor** in the Superintendent's Office for off-site monitoring.

**4. Equipment Removal and Safety Measures:**

- Remove all old equipment and install new systems as specified.
- Ensure all penetrations are properly sealed with **fire caulking** and address any abandoned penetrations.

**5. Additional Considerations:**

- Address any other project deficiencies or safety requirements necessary for the **safe operation** of the system.



- Note: The facility includes approximately **86 IP cameras** that will need to remain functional during the upgrade.

This scope of work ensures a complete modernization of control and communication systems, improving operational efficiency, safety, and network reliability at both the Criminal Justice Center and Juvenile Detention Center.

## Maintenance/Monitoring Service Level Agreement



**MAINTENANCE SERVICE:** During the warranty period, in addition to manufacturer warranty services, Montel Technologies will provide maintenance services for the equipment and support for the Hardware & Software software pursuant to the statement of work.

### Phone Support

Access to live support by the Montel Tech Customer Support team through a toll free number. Calls are answered by professionals that have been certified by leading product manufacturers to support their products and are experienced in troubleshooting and deploying both security and IT systems.

### On-line Ticket System

An online ticket system allows customers to log issues, track progress, and communicate with support teams 24/7, ensuring efficient and organized resolution of queries.

### On-Site Service Repair

Montel's field team will be dispatched to repair, remove, and install any device that is deemed bad in the field. If attic stock exists, the device will be replaced at the time of service and an RMA process on the failed device will be properly handled and returned to attic stock. If Attic stock does not exist, the device will be removed and RMA'd and reinstalled upon receipt.

### Remote Desktop Support

Remote Desktop Support allows Montel's support staff to connect to the user's server and clients via either a VPN or web based support session. This capability provides skilled Desktop Support without the need to wait for a local technician to arrive on-site to begin troubleshooting issues.

### Remote System Analyst Upgrades

Montel's support team can help plan for and apply available upgrades and patches to application server(s) using Remote Desktop Support. This allows for upgrades to be managed by the same support team that provides regular support to integrated systems.



**SERVICE/WARRANTY EXCLUSIONS:** Time and material will be charged to any hardware/software which have been defected or damaged resulting from operations other than its normal, customary, and authorized manner including vandalism, accidents, liquids, neglect, or acts of God.

## Service Levels Response Times

Severity Level	Definition	Example (Surveillance)	Response Time
<b>Critical (System Down)</b> <b>1</b>	Complete IoT network collapse, causing operational shutdown, immediate action required to restore functionality and prevent significant losses.	Video surveillance system completely offline, no live feed or recording, compromising security. Immediate action required to restore full functionality and security.	60 minutes
<b>High (System Impaired)</b> <b>2</b>	Major IoT components malfunctioning, significantly reducing system efficiency and performance, urgent repair needed to avoid escalation.	Key cameras or recording equipment malfunction, significantly reducing coverage. Urgent repair needed to regain essential surveillance capabilities and coverage.	120 minutes during customer's business day
<b>Medium (Minor Impact)</b> <b>3</b>	Partial IoT disruptions, slightly affecting performance with minimal operational impact, timely intervention recommended for optimization.	Intermittent camera outages or quality issues affecting some but not all areas. Timely maintenance recommended to restore full clarity and coverage.	Next business day
<b>Low (Informational)</b> <b>4</b>	Minor IoT inconsistencies observed, not affecting overall performance, monitoring advised to gather data for future improvements.	Minor issues, such as timestamp inaccuracies or non-critical camera blurring, not impacting overall surveillance. Monitoring advised for eventual adjustment.	Next business day

## Assumptions

- The camera selection, recording parameters, server infrastructure, and device counts for this project were designed and provided by Winnebago County ("County") to meet their specific surveillance and security needs. If any changes are necessary due to inadequate design specifications or requested modifications to the equipment or device counts, a formal change order will be submitted for approval. Any adjustments to the scope, equipment, or design will require a written agreement between both agencies before implementation.
- All device counts for Proposal Submission are based off RFP and addendums issued.
- A dedicated fiber network (Layer 2) will be provided so cameras and Integrator system will be on its own network and not affected by bandwidth on the County network.
- Winnebago County DoIT will be the point of contact for all network related configuration and troubleshooting. The camera access will be limited to DoIT due to security measures. Further determinations will be finalized at the kick-off meeting.
- It is assumed that all necessary power for servers, building controls, and switches will be provided at each building location by the County.
- It is assumed that all facilities will have backup power in place for all servers, uninterruptible power supplies (UPSs), and switches to ensure continuous connectivity.
- No redundant Directory SQL database or servers included in pricing.
- Servers have 5-year warranty.
- Cameras have 5-year warranty.
- Intercom 5 Year Warranty.
- Pricing assumes that electronic Auto CAD files are available from County for our use in creating submittal drawings. CAD files are not available however, Heartland developed mapping and deliverables for this project. We are not agreeing to additional expenses for Auto CAD files.
- Emergency Response Room has computers to load video management software.
- PoE network switches provided, installed, and configured by the County.
- Dedicated Project Manager for the County.
- Dedicated office provided for dedicated Contractor configuration and setup.
- County to provide existing wiring diagrams of existing PLC systems.
- Card Access is not part of this project.
- No additional Servers for any custom software development.
- No backup cloud storage provided.
- Contractor will obtain all required permits or associated fees.
- Provision or installation of conduit, wire, boxes, fittings, or other electrical installation. materials are not included unless specifically listed under Inclusions or Bill of Materials.
- Staging area will be provided where we can store ladder tools and parts.
- All user credentials for Active Directory will be managed by IT.
- No Warranty on County-Owned Equipment or cabling if any utilized.
- Contractor will be responsible for all painting and ceiling tile replacements throughout the project areas. This includes ensuring that all necessary materials and labor are arranged and





completed in accordance with the project's timeline.

- Contractor reserves the right to negotiate mutually acceptable contract terms and conditions with the County by making agreed-upon modifications to the formal contract included in the Bid Documents, as needed or in response to additional requests or missed identification of device replacements.
- All networking switches provided by the county are exclusively dedicated to security, with no intermingling of other networks on the physical switches.
- Proposal does not include sales tax unless otherwise noted (or if tax exempt).



## Purchase Terms

### 1. Payment Terms:

- **Hardware Payment:** The cost of the Hardware Products will be invoiced upon receipt of the Hardware Products by the County and will be paid within forty-five (45) days of the invoice date. Within thirty (30) days of receiving the performance bond, the County shall make a deposit to Hartmann of \$580,594.13, estimated to be approximately ten percent (10%) of the Hardware costs. The deposit shall be credited against the initial Hardware invoices until it is exhausted.
  - **Installation Costs:** Installation costs will be invoiced to the County on a monthly basis for work completed to date and shall be paid within forty-five (45) days of approval by the County.
  - **Service Payments:** Service payments shall be made progressively, with invoices submitted monthly. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Payments are made per completion and evaluation of testing by agreed upon parties including county employees and consultants.
  - All invoices will be submitted by Hartmann and all payments issued by the County under this Agreement shall be paid to Hartmann.
2. **Installation:** Contractor will install the equipment as per the agreed-upon schedule. Any delays caused by the buyer or third parties will be subject to rescheduling at Contractor's convenience, with written notice provided to the County.
3. **Warranty:** Any equipment or products installed by Contractor as part of providing the Services under this Agreement will carry only the warranty provided by the manufacturer, which Contractor assigns to the County without any obligation on Contractor's part. Upon the County's request, Contractor will make reasonable efforts to assist the County in enforcing any third-party warranties. This warranty does not cover damage or defects caused by abuse, unauthorized modifications, improper or insufficient maintenance, improper operation, or normal wear and tear from regular use. NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE REGARDING ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
4. **Software Ownership:** All software developed by Montel Technologies remains the exclusive property of Montel Technologies unless an exclusive licensing agreement is signed by both parties. Without such an agreement, the buyer is granted a non-exclusive, non-transferable license to use the software.
5. **Confidentiality:** To the extent that Montel develops a work for County's sole and exclusive use, Montel will grant the County a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. Montel will retain all intellectual property rights and ownership in such work. Further, all Confidential Information provided to any Party must not be made available to any other individual or organization without the prior written consent to the other Party. Contractor must implement such measures as may be necessary to ensure that its staff and its subcontractors are bound by the confidentiality provisions contained in this Agreement. If Contractor is presented with a request for documents by any administrative agency or subpoena duces tecum regarding any records, data or documents which may be in their possession by reason of this Agreement, Contractor must immediately give notice to the County with the





understanding the County will have the opportunity to contest such process by any means available to it before the records of documents are submitted to a court or other third party. Contractor, however, are not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. In the event the County receives confidential information from Contractor, the County may make any disclosure that is in the reasonable opinion of the County is legally required under the FOIA, see Section 6 below, or other legal requirement. The confidentiality provisions contained in this Agreement shall survive expiration or termination of this Agreement.

**A. "Confidential Information" means non-public information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter.**

6. **Freedom of Information Act.** All records/data that are possessed or provided by Contractor (or any subcontractors) in its service to the County are public records of the County pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under FOIA. FOIA requires that the County produce records in a certain period of time. If Contractor receives a request from the County to produce records/data, Contractor shall do so within seventy-two hours (72) of the notice.
7. **Liability:** Contractor is not liable for any indirect, incidental, or consequential damages arising out of the use of the equipment or software. The total liability of Contractor shall not exceed the purchase price of the equipment.
8. **Cancellation:** Orders may be canceled within 7 days of placement without penalty, except for specialty items wherein any cancellation costs incurred will be paid for by the County at their sole expense.
9. **Force Majeure:** Contractor shall not be held liable for any delay or failure to perform any part of the contract due to circumstances beyond its reasonable control, including but not limited to acts of God, war, labor disputes, or governmental restrictions.
10. **Schedule Changes:** If the buyer makes any changes to the agreed-upon schedule after the start of the project, a change order may be issued to cover any inconvenience, delays, or additional fees incurred as a result of the changes, as provided by Section 11 below.
11. **Change Orders:** Contractor acknowledges and agrees that the quoted price is firm for the duration of the contract and absent a change in the scope of work by the County, changes orders are prohibited. In the event there are any changes to the scope of work by the County, it must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.
12. **Sales Tax:** Sales tax is the responsibility of the County. As a tax-exempt entity, the County will submit the appropriate exemption form to Contractor.
13. **Governing Law, Compliance, and Indemnification Obligations:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Contractor hereby irrevocably submits, and will cause any

subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Contractor shall defend, indemnify, keep and hold harmless the County's elected and appointed officials, its officers, representatives, agents and employees ("County Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of the Contractor, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation. Contractor expressly understand and agree that any insurance protection required of Contractor, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County as herein above provided.

14. **Monitoring and/Intrusion:** The parties acknowledge that Contractor may provide monitoring and/or intrusion products designed to notify of certain events. However, these products are not intended to act as guarantees or insurance against any events they are designed to monitor or report. In line with industry standards and manufacturer requirements, Contractor's indemnification obligations do not extend to losses caused by monitoring or intrusion products, or software provided. Contractor shall not be liable for any losses to the County that arise from such products or software. The County agrees to indemnify, defend, and hold harmless Contractor from any claims, lawsuits, damages, losses, or expenses made by third parties, but only to the extent that these claims arise from monitoring or intrusion products, or software provided under this contract.
15. **Security & Title to Goods:** Title to the goods and products sold hereunder shall be retained by Contractor and shall not pass to the County until payment in full is received by Contractor of the entire purchase price plus any extra or additional charges agreed upon. The County agrees that there shall be no claim, right, title, lien, or interest of any third party in and to the goods and products sold by Contractor to the County until payment in full is made to Contractor of the purchase price plus any extras or additional charges agreed upon.
16. **Risk of Loss:** Notwithstanding any provision to the contrary in this Agreement, the County shall be solely responsible for the risk of loss of any goods and/or personal property described in this Agreement that will be incorporated into the Project in accordance with the Scope of Work herein once any of the goods and/or personal property has been delivered to the County in Winnebago County, Illinois by Contractor and/or its agents. The risk of loss shall include, but shall not be limited to the destruction, theft and/or the loss of any of the goods and/or personal property described in this Agreement that will be incorporated into the Project in accordance with the Scope of Work herein once any of the goods and/or personal property has been delivered to the County in Winnebago County, Illinois by Contractor and/or its agents.
17. **Shipment:** All goods are at the risk of the County from the time of delivery to the County. The equipment will be skidded or crated for domestic truck transfer, unless otherwise specified. Claims for loss or damage in transit are the responsibility of Contractor. Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Agreement and will not relieve the Contractor of its obligation to supply satisfactory services, hardware and equipment which conform to this Agreement. Shipping dates

are not a guarantee of a particular day of shipment and are approximate, based upon present production information, and subject to change per the production schedules existing at the time of receipt of the purchase order. Contractor shall not be responsible for any delay in shipment due to causes beyond its reasonable control, including but not limited to war, riots, strikes, labor troubles causing interruption of work, fires, serious accidents, transportation delays, modification of order, any act of government priorities, or acts of God. All shipping costs shall be included in the original quote.

18. **Amendments:** Any amendments or modifications to these terms must be made in writing and signed by authorized representatives of both parties.
19. **Dispute Resolution Process:** In the event of any dispute between Contractor and the County, Contractor and the County shall first attempt to resolve the dispute in the field. If that attempt is unsuccessful, the parties shall then seek resolution through a meeting between authorized officers of each party. If settlement attempts remain unsuccessful, Contractor hereby irrevocably submits, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. In the event of any litigation to enforce the terms of this Agreement, the parties acknowledge and agree that each party will be responsible for their own costs, charges, expenses (including, without limitation, and their own attorney's fees and costs) arising as a result thereof).
20. **Hazardous Materials:** For all projects except those involving new construction, County represents and warrants that to the best of County knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Contractor will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. The County shall be responsible for any necessary abatement work at the work site. County shall indemnify, defend, and hold Contractor, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Contractor employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Contractor.



## EXHIBIT A

### Federal Regulations

2 CFR Part 200.317-327 (including Appendix II)

#### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed

in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will



not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).





## Resolution Executive Summary

**Prepared By:** Purchasing Department for Facilities  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** December 5, 2024  
**Board Date:** December 12, 2024  
**Resolution Title:** Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract

### Budget Information

<b>Budgeted:</b> Yes	<b>Amount Budgeted:</b> \$300,000	<b>Appropriation Amount:</b> \$300,000
<b>If not, originally budgeted, explain the funding source?</b>		
<b>ORG/OBJ/Project Codes:</b> 61300-46586-RP023		<b>Descriptor:</b> ARPA Funds

**Background Information:** This resolution follows up the Countywide Security Camera & Integrator System project for a maintenance and support agreement with Montel Technologies.

This agreement will allow for regular support and maintenance of the entire camera system countywide. As well as the integrator system within the Winnebago County Jail and Detention Center. This will be crucial to ensure we are able to properly maintain this technology investment for years to come. As well as maintain security and safety within our Winnebago Facilities.

A full-service break-fix contract for a physical security system typically includes round-the-clock support for diagnosing and repairing system malfunctions, covering all necessary parts and labor. It ensures timely responses to service requests, preventive maintenance checks, and system updates to minimize potential downtime. Additionally, the contract guarantees that certified technicians are available to maintain the system's functionality, enhancing overall reliability and security (See Resolution Exhibit A).

The value of this maintenance and support agreement is \$60,000 annually. This agreement would go into effect upon installation of the entire project.

This agreement will allow Winnebago County to enter a 3-year agreement with two 1-year renewal options that renew automatically, if preferred. Please reference the initial Montel Technologies contract for additional clarification.

**Recommended By:** Countywide Security Camera & Integrator Project Committee

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Montel Technologies for annual maintenance and support in the amount of \$60,000.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

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**RESOLUTION AWARDING MONTEL TECHNOLOGIES FOR COUNTYWIDE SECURITY CAMERA AND  
INTEGRATOR SYSTEM MAINTENANCE & SUPPORT**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

**WHEREAS**, the County is in need of maintenance and support regarding the countywide security camera and integrator system project; and,

**WHEREAS**, the County will enter into an agreement with Montel Technologies for maintenance and support for up to 3 years with annual renewal options up to 5 years,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the contract for services for the aforementioned purchase and recommends awarding to:

**MONTEL TECHNOLOGIES  
5701 INDUSTRIAL AVENUE  
LOVES PARK, IL 61111**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$60,000 to Montel Technologies 5701 Industrial Avenue Rockford, IL 61111.

**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 Sherriff's Office, Chief Information Officer, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.



Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
VICE CHAIR

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CHAIR

\_\_\_\_\_  
VICE CHAIR

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

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## Maintenance/Monitoring Service Level Agreement



**MAINTENANCE SERVICE:** During the warranty period, in addition to manufacturer warranty services, Montel Technologies will provide maintenance services for the equipment and support for the Hardware & Software software pursuant to the statement of work.

### Phone Support

Access to live support by the Montel Tech Customer Support team through a toll free number. Calls are answered by professionals that have been certified by leading product manufacturers to support their products and are experienced in troubleshooting and deploying both security and IT systems.

### On-line Ticket System

An online ticket system allows customers to log issues, track progress, and communicate with support teams 24/7, ensuring efficient and organized resolution of queries.

### On-Site Service Repair

Montel's field team will be dispatched to repair, remove, and install any device that is deemed bad in the field. If attic stock exists, the device will be replaced at the time of service and an RMA process on the failed device will be properly handled and returned to attic stock. If Attic stock does not exist, the device will be removed and RMA'd and reinstalled upon receipt.

### Remote Desktop Support

Remote Desktop Support allows Montel's support staff to connect to the user's server and clients via either a VPN or web based support session. This capability provides skilled Desktop Support without the need to wait for a local technician to arrive on-site to begin troubleshooting issues.

### Remote System Analyst Upgrades

Montel's support team can help plan for and apply available upgrades and patches to application server(s) using Remote Desktop Support. This allows for upgrades to be managed by the same support team that provides regular support to integrated systems.



**SERVICE/WARRANTY EXCLUSIONS:** Time and material will be charged to any hardware/software which have been defected or damaged resulting from operations other than its normal, customary, and authorized manner including vandalism, accidents, liquids, neglect, or acts of God.

# **UNFINISHED BUSINESS**

# Appointments

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: December 12, 2024

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Audit Plan in Support of Review of License Amendment Request to Transition to Framatome Gaia Fuel (EPID L-2024-LLA-0072)
  - b. Federal Register/Vol. 89, No. 228/Tuesday, November 26, 2024/Notices
2. County Clerk Gummow received from the Illinois Environmental Protection Agency a Public Notice regarding Renewal of the Federally Enforceable State Operating Permit Rockford Silk Screen Process, Inc. in Loves Park.
3. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for November, 2024.

# Adjournment