

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman

Members: Paul Arena, John Butitta,

Valerie Hanserd, Joe Hoffman,

Jaime Salgado, Michael Thompson

DATE: THURSDAY, MARCH 20, 2025

TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of Minutes – March 6, 2025

D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.

E. Resolution Awarding Purchase of Replacement Range Wall for Sheriff's Office Using CIP-PSST 2025 Funds
Cost: \$105,595

F. Resolution Awarding Purchase of Palo Alto Firewall Using CIP 2025 Funds
Cost: \$494,980

G. An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance)

H. Update on County-Wide Security Camera/Integrator ARP Phase 3 Project (Discussion Only)

I. Closed Session to Discuss Personnel Matters

J. Resolution Amending the County Administrator Employment Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson

K. Future Agenda Items

L. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**

County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, March 6, 2025
5:30 PM

Present:

Keith McDonald, Chairperson
Paul Arena
John Butitta
Valerie Hanserd
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Lafakeria Vaughn, State's Attorney's Office
Chris Dornbush, Chief Operations Officer
Debbie Jarvis, Director of Court Services, 17th Judicial Circuit
Dan Magers, Chief Information Officer
Carol Hartline, Attorney, Williams McCarthy LLP
Kimberly Kovanda, State's Attorney's Office
Dominick Barcelona, Retired Deputy Chief WCSO

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – February 20, 2025
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Countywide Camera Project Additional Hardware Using CIP 2025 Funds
Cost: \$342,141
- F. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for Information Technology Support Services with Rockford Housing Authority
- G. Resolution Awarding PC Obsolescence Project Using CIP 2025 Funds
Cost: \$365,250
- H. Resolution Awarding Cybersecurity Managed Detection and Response Using CIP 2025 Funds
Cost: \$377,388
- I. Resolution Awarding Uninterrupted Power Supplies Using CIP 2025 Funds
Cost: \$66,584

- J. Resolution Granting a Temporary Construction Easement from Property at 650 W. State St. in the City of Rockford to the State of Illinois Department of Transportation for Road Construction Purposes
- K. Future Agenda Items
- L. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chairperson McDonald yes, Mr. Arena yes, Mr. Butitta yes, Ms. Hanserd yes, Mr. Hoffman yes, Mr. Salgado yes, Mr. Thompson yes.

Approval of Minutes – February 20, 2025

Motion: Chairperson McDonald. Second: Mr. Hoffman.

Chairperson McDonald called for any discussion.

The motion was passed by a unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda because no one was present to speak.

Resolution Awarding Countywide Camera Project Additional Hardware Using CIP 2025 Funds

Cost: \$342,141

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

- Discussion followed.

Chairperson McDonald called for any further discussion.

Chairperson McDonald called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for Information Technology Support Services with Rockford Housing Authority

Motion: Chairperson McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

Chairperson McDonald called for any further discussion.

Chairperson McDonald called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Awarding PC Obsolescence Project Using CIP 2025 Funds

Cost: \$365,250

Motion: Chairperson McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

Chairperson McDonald called for any further discussion.

Chairperson McDonald called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Awarding Cybersecurity Managed Detection and Response Using CIP 2025 Funds

Cost: \$377,388

Motion: Chairperson McDonald. Second: Mr. Hoffman.

Chairperson McDonald called for any discussion.

- Discussion followed.

Chairperson McDonald called for any further discussion.

Chairperson McDonald called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Awarding Uninterrupted Power Supplies Using CIP 2025 Funds

Cost: \$66,584

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

- Discussion followed.

Chairperson McDonald called for any further discussion.

Chairperson McDonald called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Granting a Temporary Construction Easement from Property at 650 W. State St. in the City of Rockford to the State of Illinois Department of Transportation for Road Construction Purposes

Motion: Chairperson McDonald. Second: Mr. Salgado.

Chairperson McDonald called for any discussion.

- Discussion followed.

Chairperson McDonald called for any further discussion.

Chairperson McDonald called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Future Agenda Items

- Update on Camera Project
- Valerie Hanserd named Vice-Chairperson of the Operations & Administrative Committee
- Presentation of the County Administrator Evaluation

Motion to Adjourn

Chairperson McDonald called for a motion to adjourn.

Motion: Mr. Thompson. Second: Ms. Hanserd.

The motion to adjourn was passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department for Winnebago County Sheriff's Office
Committee Name: Operations and Administrative Committee
Committee Date: March 20, 2025
Board Date: March 27, 2025
Resolution Title: Resolution Awarding Purchase of Replacement Range Wall for Sheriff's Office Using CIP-PSST 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$110,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount?	\$105,595
Over or Under approved amount? UNDER	By: \$4,405
Reason for CIP increase?	
ORG/OBJ/Project Codes: 82200-46320-C2516 Descriptor: CIP 2025-Range Wall	
Budget Impact? \$105,595	

Background Information: The Winnebago County Sheriff's Office (WCSO) has requested the purchase of a replacement range wall in the current shooting bay by using CIP PSST 2025 funds. The current range wall was installed in 2007 and is in need of modernization, maintenance and safety updates.

The Purchasing Department and the WCSO reached out for quotes and availability. Three (3) quotes were obtained (See Resolution Exhibit A), with Action Target providing the most cost-effective solution. This solution is a rubber berm trap system engineered to safely capture rounds and provides maximum fire protection. The trap system allows for the metal to be collected and recycled. This eliminates the need for costly maintenance by replacing the block wall and having to dispose of the wall blocks and the hazardous lead imbedded in the them.

The Action Target solution also has a maintenance and cleaning program with range visits to ensure the longevity of the wall and trap system as well as proper disposal of bullets and debris. The Action Target trap range wall solution is a safe, modern and cost effective for the requirements of the ongoing target shooting training needs of our Winnebago County Sheriff's Office. See Resolution Exhibit B for full Action Target Proposal.

Recommended By: Sheriff Gary Caruana and Administrative Lieutenant Lucas Wagner

Follow-Up Steps: Purchasing Department will issue Purchase Orders accordingly.

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AWARDING PURCHASE OF REPLACEMENT RANGE WALL FOR SHERIFF'S OFFICE
USING CIP- PSST 2025 FUNDS

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 Winnebago County Sheriff's Office requested the replacement of their Range Wall, using CIP-PSST 2025 funds; and

WHEREAS, the item was quoted by multiple vendors and site walk-throughs were also conducted for accuracy; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the range wall, (Resolution Exhibit A) and recommends awarding the purchase order as follows:

ACTION TARGET
3411 MOUNTAIN VISTA PARKWAY
PROVO, UT 84606
(See Resolution Exhibit B)

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County will issue, on behalf of the County of Winnebago, Purchase Orders with ACTION TARGET, 3411 MOUNTAIN VISTA PKWY, PROVO, UT 84606 in the dollar amount of (\$105,595.00),

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 Director of Purchasing, Finance Director, County Administrator, County Sheriff, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD

VALERIE HANSERD

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 _____ 2025.

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



WINNEBAGO COUNTY
 — ILLINOIS —

**25NB-2397 QUOTE TAB
 WCSO - REPLACEMENT RANGE WALL
 USING CIP PSST 2025 FUNDS**

	ACTION TARGET Provo, UT	SAVAGE RANGE SYSTEMS Westfield, MA	THEISSEN TRAINING SYSTEMS Gainesville, FL
Total (Includes: Installation, Equipment & Shipping)	\$105,595	\$136,880	\$115,752

ACTION TARGET PROPOSAL



ACTION TARGET PROPOSAL

Thank You

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.

Winnebago County Sheriffs

Quotation Number: 149620

Prepared by: Wyatt Davis



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING TABLES

COMPLETE SHOOTING RANGE EQUIPMENT PACKAGE	Price
<p>One (1) Shooting Bays -Bay 1, 32' wide</p> <p>Granulated Rubber Berm Trap -Galvanized steel deck -Containment suitable for handgun and rifle rounds -Class A fire treatment -Patented fin design</p> <p>Factory Installation (No forklift access, PD will have motorized pallet jack for moving of material.) Shipping</p> <p>Exclusions; Removal of Block Trap, Permits, Price assumes that existing baffles provide full overhead closure. Prevailing/Union Wages</p>	<p>\$105,595.00</p>
<p>Trusted Partner 3-Year Warranty - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.</p>	<p>\$0.00</p>
Total	\$105,595.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE 1/13/25

PROPOSAL VALIDITY 30 days from 1/13/25

PAYMENT TERMS

1. Schedule of Values
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

SHIPPING TERMS

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 12 weeks.
2. Full factory installation.
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

ACTION TARGET RESPONSIBILITIES

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)

CONFIDENTIALITY COPYRIGHT & REPRODUCTION

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

TERMS & CONDITIONS CLAUSE

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

**CUSTOMER
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
 2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
 3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
 4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
 5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
 6. Structural work of any kind, including structural supports, canopies, etc.
 7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
 8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
 9. Temporary lighting and power (including 3 phase, if necessary).
 10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
 11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
 12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
 13. Range lighting controls and wiring. (unless specifically called out in quote)
 14. Gas, water, and drain piping to the ventilation equipment set by ATI;
 15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
 16. Additional fees related to "customization" of product or work otherwise identified as "custom".
 17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
 18. Any other work, materials or equipment that is not expressly included in the ATI Work.
 19. Disposal of construction waste.
 20. Wash area and restroom facilities.
-

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE

ActionTarget.com/TrustedPartnerWarranty



RUBBER BERM TRAP™

NOT ALL RUBBER BERM TRAPS ARE BUILT ALIKE

Action Target's Rubber Berm Trap has numerous attributes that set it apart from the competition. For example, the trap is engineered with a uniquely designed galvanized steel frame that holds rubber in place to safely capture rounds. The rubber can also be treated with a flame-resistant formula to provide maximum fire protection.

Rubber Granules

Action Target's styrene-butadiene rubber granules are available in a variety of sizes and grade options to fit the needs of any range.

Fire Treatment

Action Target provides optional Flame Lock™ flame-resistant treatment. This gives rubber granules an ASTM-E84 and ASTM-E108-11 Class A rating, which is the industry's best fire rating.

Self-Supporting Frame

The Rubber Berm Trap is the safest rubber berm trap available. The self-supporting berm frame is designed to IBC standards.

Patented Fin Design

The Rubber Berm Trap's patented fin design keeps the rubber at a depth that is safe for shooters and reduces trap maintenance.

Sidewall Protection

Customers may opt for AR steel sidewalls to prevent bullets from damaging the range walls.

Integrated Baffles

Optional overhead baffles are available for additional protection of the building structure. Baffles can also be positioned as a hopper feeder for granule distribution.

LEARN MORE

ActionTarget.com/RBT

FEATURES

- Internal Frame Design
- Industry's Best Fire Rating
- Patented Fin Design
- Clean and Quiet
- Harvested Rubber Granules
- Optional .50 BMG Rating



AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department of behalf of DoIT
Committee Name: Operations & Administrative Committee
Committee Date: March 20, 2025
Board Date: March 27, 2025
Resolution Title: Resolution Awarding Purchase of Palo Alto Firewall Using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$423,688
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$423,688	
Over or Under approved amount? OVER By: \$71,292	
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 44900-43167	Descriptor: CIP 2025 Funds
Budget Impact? \$494,980	

Background Information: The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other elected and appointed officials.

After evaluating many vendors in 2019-2020, Palo Alto was selected to provide the County's Next Gen Firewalls. Hardware devices were then purchased, along with 5 years of annual service. WinCo DoIT wishes to remain on the Palo Alto platform, and as this term is coming to an end, we are looking to replace this hardware and purchase another 5 years of service.

In February of 2025, the County Purchasing Department issued IFB 25B-2393 DoIT Palo Alto (Firewall) and two bid submissions were received, with ITSavvy being the lowest responsive bidder (See Resolution Exhibit A).

A third comparison was also obtained and attached for your review (See Resolution Exhibit B).

Recommended By: Dan Magers, Chief Information Officer

Follow-Up Steps: Purchasing will prepare the Purchase Order to ITSavvy.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AWARDING PURCHASE OF PALO ALTO FIREWALL USING CIP 2025 FUNDS

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 Purchasing Department went out for bid 25B-2393 DoIT Palo Alto (Firewall) in February to secure the necessary IT equipment to replace Palo Alto hardware and purchase another 5 years of service, as the current term is coming to an end and two submissions were received; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned project and recommends awarding the contract as follows:

ITSAVVY
2015 SPRING ROAD, STE. 300
OAK BROOK, ILLINOIS 60523

(See Bid Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the Director of Purchasing is authorized to issue a Purchase Order in the amount of \$494,980, on behalf of the County of Winnebago, to ITSAVVY, 2015 SPRING ROAD, SUITE 300, OAK BROOK, ILLINOIS 60523.

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 Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD

VALERIE HANSERD

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 _____ 2025.

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



WINNEBAGO COUNTY

ILLINOIS

BID TAB

25B-2393 DoIT PALO ALTO (FIREWALL)

BID OPENING - MARCH 6, 2025 @ 2:00 P.M

VENDORS		ITSAVVY Oak Brook, IL		CDW-G Vernon Hills, IL	
DESCRIPTIONS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PA Security Devices (5 years)	2	\$33,080.76	\$66,161.52	\$48,625.86	\$97,251.72
Global Protect (VPN) subscription (5 years)	2	\$29,775.66	\$59,551.32	\$30,583.78	\$61,167.56
PA Security Subscription (5 years)	2	\$123,259.54	\$246,519.08	\$169,505.30	\$339,010.60
Premium Support (5 years)	2	\$61,373.97	\$122,747.94	\$48,434.79	\$96,869.58
GRAND TOTAL		\$494,979.86		\$594,299.46	



WINNEBAGO COUNTY

— ILLINOIS —

DATE: January 2, 2025

TO: County Purchasing

FROM: Dan Magers, Chief Information Officer

MEMO: IT Requisitions and Deal Registration

The purpose of this memorandum is to clarify the Deal Registration process currently used by IT equipment and service manufacturers and resellers.

The resellers for IT products and systems are often Value-Added Resellers, commonly referred to as VARs. Essentially, this means that the reseller includes an engineering team during their engagement with a customer when determining which solution is best for them (as they often reseller a variety of similar solutions). This team helps determine if it is a good fit for the customer's specific scenario (does software A offer a more robust solution than B based on the customers IT environment and needs), and many more evaluation criteria. Since the VAR is spending their time and efforts on this without any fees, the deal registration process came into existence between the vendors and manufacturers: a VAR that engaged with a potential customer for a period of time working on a solution can let the manufacturer know that they are actively engaged with the customer. This prevents two things: 1) a VAR being burned by a bad customer who uses their time and energy on engineering but selecting a different reseller at the last minute, and 2) a unscrupulous reseller sniping business from the VARs that do all of the leg work.

As a result of this system, sometimes we may receive only one response on a bid. Often resellers will see that a deal is registered already for a given project when they engage with the manufacturer, and they will then know that the pricing they receive will be worse than that given to the already registered partner. Because of this, it's essentially a waste of their resources to produce a bid response.

I hope this helps to explain the scenario a bit better. Please let me know if you have any questions.

Cart Items

EC AMERICA, INC. (GS-35F-0511T)

[View more items under this contract](#)

Note
4-1

Note
2GIT-1



Mfr: PALO ALTO NETWORKS

HW-PAN-PA-3430

PAN-PA-3430

[Get quote on eBuy](#)

[Direct Delivery](#)

30 days delivered ARO

Qty

2



\$52,425.94 EA

[reduce price](#)

\$104,851.88

Note
4-1

Note
2GIT-2



Mfr: PALO ALTO NETWORKS

SUB-PAN-PA-3430-GP-5YR
PAN-PA-3430-GP-5YR

Get quote on eBay

Direct Delivery

90 days delivered ARO

Qty

2



\$47,188.06 EA

reduce price

\$94,376.12

Note
4-1

Note
2GIT-3



Mfr: PALO ALTO NETWORKS

SUB-PAN-PA-3430-BND-CORESEC-5YR
PAN-PA-3430-BND-CORESEC-5YR

Get quote on eBay

Direct Delivery

90 days delivered ARO

Qty 

\$176,938.73 EA

[reduce price](#)

\$353,877.47

Note
4-1

Note
2GIT-4

EC America, Inc.
a subsidiary of  immixGroup

Mfr: PALO ALTO NETWORKS

HW MNT-PAN-SVC-PREMUSG-3430-5YR
PAN-SVC-PREMUSG-3430-5YR

[Get quote on eBuy](#)

Direct Delivery

30 days delivered ARO

Qty 

\$54,164.13 EA

[reduce price](#)

\$108,328.26

Sub Total: \$661,433.73



Ordinance Executive Summary

Prepared By: Winnebago County State's Attorney's Office

Committee: Operations & Administrative Committee

Committee Date: March 20, 2025

Board Meeting Date: April 10, 2025

Resolution Title: An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance)

County Code: Chapter 2, Article VI, Division 3

Budget Information:

Was item budgeted? N/A	Appropriation Amount: \$0
If not, explain funding source:	
ORG/OBJ/Project Code:	
FY2025 Budget Impact:	

Background Information: Due to a recent change in the state statute effective January 1, 2025, Winnebago County needs to amend the Purchasing Ordinance. Those changes refer to state statute, 55 ILCS 5/5-1022, in relation to elected county officials having internal control over their offices, including purchases of equipment and professional services.

Originally, some elected county officials were exempt from the competitive bidding statute and County Purchasing Ordinance. With this new amendment, those offices would be required to follow the competitive bidding statute and Purchasing Ordinance. Those offices include: Auditor, County Clerk, Recorder, State's Attorney, Treasurer. The Coroner and Sheriff were only subject to the competitive bidding statute and the Purchasing Ordinance when purchasing equipment. However, now all of the above offices will be subject to the statute and the Purchasing Ordinance.

Lastly, if the offices under new Section 2-327(a)(2)(a) of the Purchasing Ordinance [Courts, Public Defender, ROE and Circuit Clerk] chooses to make any purchase with the assistance of the Purchasing Department, they'll be required to comply with the Purchasing Ordinance. See attached amended ordinance for your review.

Recommendation: States Attorney's Office and County Administration recommends approval

Contract/Agreement: N/A

Legal Review: Yes.

Follow-Up: N/A

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

2025 CO _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3
OF THE WINNEBAGO COUNTY CODE OF ORDINANCES
(PURCHASING ORDINANCE)**

WHEREAS, Chapter 2 of the Winnebago County Code of Ordinances, Article VI, Division 3, sets forth various criteria for Centralized Purchasing (hereinafter “the Purchasing Ordinance”); and

WHEREAS, the General Assembly recently passed legislation which amended the Counties Code in regard to the applicability of competitive bidding requirements; and

WHEREAS, specifically, Public Act 103-865, effective January 1, 2025, amended the competitive bidding statute [55 ILCS 5/5-1022] of the Counties Code, by inserting language that makes clear that elected officials, including those who have internal control over their respective offices, must adhere to the competitive bidding statute; and

WHEREAS, the Purchasing Ordinance conflicts with the new amendatory language; and

WHEREAS, since the amendment to 55 ILCS 5/5-1022 specifies that elected officials, including those who have internal control over their respective offices, must adhere to the state competitive bidding statute, the Winnebago County Board finds that it is in the best interests of the County to amend its Purchasing Ordinance so that it applies in equal measure to said elected officials; and

WHEREAS, the County Board finds that amending its Purchasing Ordinance to include the County’s elected officials, including those who have internal control over their respective offices, is consistent with the goal of fiscal accountability to the public and will mitigate against the risk of any potential inadvertent violation of the competitive bidding statute; and

WHEREAS, the County Board does not intend for the scope of its Purchasing Ordinance to include the following offices, subject to further consideration and potential modification—: Courts, Public Defender, Clerk of Circuit Court, and Regional Office of Education—except in such situations wherein one of the aforementioned offices elects to utilize the County’s purchasing department to facilitate a particular purchase, in which event said office shall be bound to comply with the Purchasing Ordinance; and

WHEREAS, while unrelated to the amendment in Public Act 103-865, it has been noted that additional language in Section 2-327(a)(2) should be modified to clarify that if any section of the Ordinance conflicts with state or federal law or regulation, then the state or federal law or regulation shall prevail; and

WHEREAS, while also unrelated to the amendment in Public Act 103-865, it has been noted that additional language in Section 2-327(a)(2) should be added to clarify that the Ordinance does not apply to the procurement of legal services; and

WHEREAS, the County Board wishes to amend Section 2-327 (a)(2), Section 2-327(a)(2)(a-c), and Section 2-359(e) of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances for the aforementioned reasons.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3, Section 2-327(a)(2), Section 2-327(a)(2)(a-c), & Section 2-359(e) of the Winnebago County Code of Ordinances be amended as follows:

DIVISION 3. - CENTRALIZED PURCHASING SYSTEM

Sec. 2-326.- Short title.

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

Sec. 2-327. - General provisions.

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; make purchases which are in the best interest of the county; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago, Illinois through continuous improvement of purchasing systems and procedures. To the extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for the procurement of legal services, or other certain professional services that are as defined in section 2-357, or as specified below. ~~by the county board except as specified below.~~ These provisions shall apply to all expenditures of public funds by the County and its elected officials a county department for purchasing regardless of its source, except where in conflict with federal or state law or regulation, in which event said federal or state law or regulation shall prevail. ~~as otherwise provided by federal or state law, regulations, County of Winnebago~~

~~Ordinance or county administrative policy.~~ Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or grant.

~~a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:~~

- ~~1. Auditor 55 ILCS 5/3-1004.~~
- ~~2. County clerk 55 ILCS 5/3-2003.2.~~
- ~~3. Recorder 55 ILCS 5/3-5005.2.~~
- ~~4. State's attorney 55 ILCS 5/3-9005.~~
- ~~5. Treasurer 55 ILCS 5/3-10005.~~

~~b. The following elected county offices have internal control over their offices except for purchases of equipment:~~

- ~~1. Coroner 55 ILCS 5/3-3003.~~
- ~~2. Sheriff 55 ILCS 5/3-6018.~~

~~a.e.~~ The following offices are not subject to this ~~the county competitive bidding statute or~~ purchasing ordinance.

1. Courts.
2. Public defender.
3. Regional office of education.
4. Clerk of circuit court.

Irrespective of the foregoing exemptions, if an elected official or county agency listed in this Section 2-327(a)(2)(a) who is not otherwise required to comply with this Chapter chooses to make any purchase with the assistance of the Purchasing Department, this Purchasing Ordinance shall apply.

- d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
- e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
- f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.

(3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

- (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of county contracts to act in good faith.
- (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
- (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Sec. 2-334. - Purchasing department duties.

The purchasing department shall work cooperatively with all departments [and elected officials](#) in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall:

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) Be forwarded suggested specifications for goods and supplies, equipment, services, construction, and professional services from county departments. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Obtain specifications for construction and maintenance of highways, bridges and culverts, which shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.

- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using the materials, supplies, services, equipment, construction, construction related services and professional services.
- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- (7) Obtain expert advice and assistance from personnel of county departments in development of specifications.
- (8) Exercise supervision over inventories of goods belonging to the county.
- (9) Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.
- (10) Review county departments' evaluation of their vendor's performance in order to determine potential suitability for future use by the county.

Sec. 2-336. - Procedural rules and regulations.

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments [and elected officials](#) in making determinations relative to the purchase of good and services, equipment, services, construction and professional services. No department, office, agency, officer or employee of the county shall be empowered to execute any purchase order, change order, agreement or contract except as authorized by this ordinance.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements

of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.

- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

Sec. 2-359. - Appeals and remedies.

- (a) *Bid protests.*

- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
- (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
- (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

- (b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

- (c) *Authority to settle bid protests and contract claims.*

- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.
- (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the

decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.

(3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

(d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten (10) business days. The decision of the county board chairman is final.

~~(e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.~~

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 Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2025.

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

ATTEST:

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

**County-Wide Security
Camera/Integrator
ARP Phase 3 Project
(Discussion Only)**

**Closed Session to
Discuss Personnel
Matters**

**AMENDED COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS
AND PATRICK J. THOMPSON**

This Amended County Administrator Employment Agreement (“Agreement”) is made this ____ day of _____, ~~2025~~²⁰²⁵, by and between the County of Winnebago, Illinois (“Employer”) and Patrick J. Thompson (“Employee”).

WHEREAS, the Employer desires to continue to employ Employee to act as and perform the duties of County Administrator during the period set forth herein (hereinafter referred to as “County Administrator”); and

WHEREAS, Employee is agreeable to act and perform the duties of County Administrator under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

SECTION I. TERM

Subject to the provisions for resignation or termination as hereinafter provided in Section X. of this Agreement, the term of this Agreement shall be for the period from August 24, 2025 to August 24, 202~~5~~⁵. This Agreement may be renewed by the parties for an additional term. ~~If the parties desire to negotiate for an additional term, said negotiations for the terms of a successor Agreement may commence September 1, 2024, but no later than March 1, 2025.~~ However, nothing in this Agreement shall prevent, limit or otherwise interfere with rights of the Winnebago County Board (hereinafter referred to as the “Board”) under Article III, Division 2, Section 2-123 of the Winnebago County Code to dismiss the Employee or the right of the Employee to resign, both subject to the applicable provisions of this Agreement.

SECTION II. DUTIES

The Employee is hereby retained as County Administrator for the Employer. The Employee’s primary function is to perform the functions and duties as specified in Article III, Division 2, Section 2-124 of the Winnebago County Code and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign. The Employee shall be considered an exempt employee for purposes of the Fair Labor Standards Act, and shall not be paid compensatory time.

SECTION III. COMPENSATION

Effective September 1, 2025, Employer agrees to pay Employee for his services under this Agreement an annual salary of ~~_____~~ \$170,000.00, payable on a regular basis in accordance with Employer’s payroll procedures and subject to all appropriate federal, state, and other applicable withholdings. In the remaining two years of this contract, on September 1st, the Employee’s salary will increase by the July CPI-U annual rate, not to exceed 3%. Subject to the provision of Section V. of this Agreement, as hereinafter provided, additional increases, if any, in

Employee's salary for merit shall be determined by the Board based on the Employee's annual performance evaluation.

SECTION IV. EMPLOYEE BENEFITS

Until such time as this Agreement is terminated by either party, in accordance with provisions for resignation or termination hereinafter provided, the Employer shall:

A. Insurance: Provide health, dental and life insurance for the Employee and for the Employee's dependents in the same manner and at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois ("County") employees, such that the Employee shall pay the County employee portion of said insurances.

B. Tax and retirement contributions: Make FICA, Medicare and Illinois Municipal Retirement Fund (IMRF) contributions, as required by law, for the benefit of the Employee.

C. Vacation, Sick Days, Personal Days and Holidays: Provide the Employee with paid time off benefits for vacation days, sick days, personal days and holidays as established in the County's personnel manual for non-union County employees. ~~Upon execution of this Agreement by the parties, the Employee shall be credited with ten (10) additional days of paid time off for vacation.~~ Beginning on August 25th, 202~~5~~², and each year thereafter on August 25th, the Employee shall be able to accrue an annual allotment of thirty (30) days of paid time off for vacation each year. Said annual allotment of thirty (30) days of paid time off for vacation shall be accrued during the course of the full one year, with said thirty (30) vacation days accrued in the same manner as described in the County's personnel manual for non-union County employees.

D. Retirement: The IMRF shall constitute the sole Employer-provided retirement plan for the Employee. The Employer agrees to contribute to the plan each year on behalf of the Employee the amount required by the IMRF for employer contributions, on a percentage basis commensurate with those of other employees of the Employer participating in the IMRF. The Employee shall be responsible for paying the employee portion of contributions for IMRF as is paid by all County employees.

SECTION V. PERFORMANCE EVALUATION

The Board recognizes for the Employee to respond to the Board's needs and to grow in the performance of the County Administrator's job, the Employee needs to know how the Board members evaluate the Employee's performance. To assure the Employee gets this feedback, the Board shall conduct an evaluation of the Employee's performance at least once a year, and/or when it deems necessary to discuss any concerns or direction in performance. The Board and Employee shall jointly define goals and performance objectives which they deem necessary for the proper operation of the County and shall establish the relative priority among the various goals and objectives. The Employee agrees to comply with all policies of the County governing the Conduct of its employees.

SECTION VI. TRANSPORTATION

Employee will be expected to travel for work-related trips and will receive an automobile allowance of \$200.00/month. There shall be an annual adjustment to the Transportation Allowance to reflect increases in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI"). In addition, Employee is permitted to utilize County vehicles, consistent with County policy, for longer distance trips as appropriate. Employee will be ineligible to receive reimbursement for mileage.

SECTION VII. PROFESSIONAL DUES AND DEVELOPMENT

Employee agrees to maintain his professional standing in state, regional, and national groups related to County government. Employer agrees to pay Employee's dues for the Illinois City/County Management Association and the International City Management Association (ICMA). Employee may attend one National Association of Counties (NACo)/National Association of County Administrators (NACA) Conference and/or one ICMA Conference each year paid by the County; however, prior approval by the County Board for participation and payment shall be required.

SECTION VIII. DUTY OF LOYALTY

Employee shall act at all times in the best interests of Employer. Employee shall devote full time to the duties and responsibilities of the position and shall engage in no pursuit which interferes with them.

SECTION IX. TERMINATION AND SEVERANCE PAY

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated as follows:

A. Voluntary Resignation – The Employee, upon thirty (30) days prior written notice to the Board, may resign from his position of employment as County Administrator. Said notice requirement may be waived by Employer at its sole discretion. The Employee, upon resignation, shall be entitled for payment for unused vacation time accrued at the date of his resignation. In the event the Employee voluntarily resigns as County Administrator, the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate.

B. Mutual Agreement of the County Administrator and the County – This Agreement may be terminated by mutual agreement of the Employee and the Employer, in which case the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate. The Employee shall be entitled for payment for unused vacation time accrued at the date of the agreement of termination.

C. Termination by the County. Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Board's right to terminate the Employee pursuant to this Section X. (C), shall not be subject to or in any way limited by past Board practices related to the employment, discipline or termination of the County's

employees. Notwithstanding all the provisions of Section X. of this Agreement, the Employee remains an at-will employee.

D. Termination by the County with Cause – Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may remove the Employee and terminate this Agreement at any time for cause, which for purposes of this Agreement shall be a material breach of this Agreement and/or for “misconduct,” as defined in Illinois’ Government Severance Pay Act, 5 ILCS 415/5.

In the event this Agreement is terminated by a majority of the Board at any time due to a material breach of this Agreement and/or the Employee’s “misconduct” as defined in Illinois’ Government Severance Pay Act, 5 ILCS 415/5, per section 10 of said Act, 5 ILCS 415/10, the Employer is prohibited from paying the Employee any severance pay, and the Employee shall be entitled only to payment of unused vacation time, and compensation, which has accrued at the date of termination.

E. Termination by the County without Cause - Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate the Employee without cause but rather based upon management reasons such as implementing the County’s goals or policies, including but not limited to incompatibility of management styles. In the event the Employee is terminated without cause, and the Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim or suit, the Employer shall pay the Employee severance pay not to exceed twenty (20) weeks of his salary at his then base salary pay rate. Said twenty (20) weeks of severance pay is the maximum allowed under Illinois’ Government Severance Pay Act, 5 ILCS 415/10. The Employee and the Employee’s dependents shall be provided health, dental and life insurance during said twenty (20) week period at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois (“County”) employees, such that the Employee shall pay the County employee portion of said insurances during said twenty (20) week severance pay period. In addition, the Employee shall receive payment for his unused vacation time, and compensation, which has accrued at the date of termination.

SECTION X. GENERAL PROVISIONS

- A. This Agreement constitutes the entire understanding of the parties and supersedes all prior arrangements or understandings, whether written or oral, with respect to it.
- B. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement.
- C. This Agreement cannot be amended or modified except by a written amendment or written modification signed by both parties.
- D. This Agreement is not assignable or transferrable by either party.

- E. For purposes of enforcement of the promises and covenants of this Agreement, Employee agrees to submit to the jurisdiction of any federal or state court located in Winnebago County, Illinois, selected by the Employer.
- F. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

SECTION XI. NOTICES

All notices required under this Agreement shall be in writing and delivered either sent by Certified Mail, Return Receipt Requested, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be given to the following addresses until written notice to the contrary is given:

To the Board and Employee:
Winnebago County Administration Building
404 Elm Street, 5th floor
Rockford, Illinois 61101

IN WITNESS WHEREOF, the Employer and the Employee have signed and executed this Agreement, both in duplicate, on the day and year first above written.

Patrick J. Thompson
"Employee"

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

ATTEST:

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