



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED AGENDA

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

Tuesday, November 26, 2019  
6:00 p.m.

1. **Call to Order** ..... Chairman Frank Haney
2. **Agenda Updates** ..... Chairman Frank Haney
3. **Roll Call** ..... Clerk Lori Gummow
4. **Invocation** ..... Board Member Dan Fellars
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentations – Report out on Personnel and Policies Ad Hoc Committee:  
**Chairman/Administrator Duties**
6. **Public Comment** ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. **Board Member Correspondence** ..... Board Members
8. **Chairman’s Report** ..... Chairman Frank Haney
  - Landfill Issues Update
  - DeKalb County Fair Maps Process
9. **Announcements & Communications** ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
  - A. Raffle Report
  - B. Bills

- C. Approval of October 24, 2019 minutes
- D. Layover of November 14, 2019 minutes

**11. County Administrator’s Report..... Interim County Administrator Steve Chapman**

**12. Department Head Updates.....Department Heads**

**13. Standing Committee Reports ..... Chairman Frank Haney**

- A. Finance Committee.....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Approving an Agreement Between the County of Winnebago and Axon Enterprise Inc. for Body Worn Cameras, In-Car Video Systems, and Tasers Along with Related Hardware, Software, and Storage
  - 3. Resolution Authorizing County Contribution for State’s Attorney Appellate Prosecutors Program
  - 4. Budget Amendment 2020-003 SCAPP Grant to be Laid Over
  - 5. Budget Amendment 2020-004 Sheriff’s Department Grant to be Laid Over
  
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:
  - 1. Z-11-19 A map amendment to rezone +/- 1.775 acres from the RA, Rural Agricultural Residential District (a sub-district of the RA District) to the RR, Rural Residential District (a sub-district of the RA District) for the property that is commonly known as 7847 Prairie Hill Road, South Beloit IL 61080 in Roscoe Township, District 4, to be laid over
  - 2. Z-10-19 A map amendment to rezone +/- 5.1 acres from the AG, Agricultural Priority District to the A2, Agriculture-related Business District for property that is commonly known as 8236 Trask Bridge Road, Rockford, IL 61101 in Burritt Township, District 1, to be laid over
  - 3. Committee Report
  
- C. Economic Development Committee..... **Jas Bilich, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution to Grant Estwing Manufacturing Company, Inc. \$150,000 from Host Fees as a One-Time Payment in the Fiscal Year 2020
  - 3. Resolution Authorizing the Execution of an Intergovernmental Agreement with the Northern Illinois Land Bank Authority Regarding Initiating Petitions to have Properties Declared Abandoned
  - 4. Resolution Abating Property Taxes for Ten (10) Years on Real Estate Commonly Known as the Magic Waters Waterpark Located at 7820 North Cherryvale Boulevard, Cherry Valley, Illinois Owned by Rockford Park District (“RPD”) and Legally Described in Exhibit “A” Attached Hereto
  
- D. Operations & Administrative Committee..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report

2. Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste to be Laid Over

E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**

1. Committee Report
2. (19-030) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-built Quantities for the Widening and Resurfacing on Baxter Road (CH-11) at Lindenwood Road (CH-72) and Lindenwood Road South of Baxter Road (Section 16-00612-00WR)  
Cost: \$57,727.65 (deduction) C.B. District: 9
3. (19-031) Resolution Authorizing a Change Order for the Pavement Marking for Perryville Road from Riverside Blvd. to Swanson Road Project (Section 19-00000-04-GM - Change Order #1)  
Cost: \$10,610 (deduction) C.B. District: 6, 7 & 20

F. Public Safety Committee..... **Aaron Booker, Committee Chairman**

1. Committee Report
2. Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison Between Winnebago County and Tommy Meeks
3. Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, the 17th Judicial Circuit Court, and Remedies Renewing Lives, Inc.

G. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**

1. Committee Report
2. Resolution Authorizing Hiring of the Northern Illinois University Center for Governmental Studies for Technical Research: Administrator and County Board Chair Duties
3. Resolution Authorizing the Execution of an Agreement with Voya Financial for Stop Loss Specific and Aggregate Coverage on the POS, PPO, and HDHP Medical Plans
4. Resolution Authorizing the Execution of an Agreement with Arthur J. Gallagher for Auto Property Damage Coverage

**14. Unfinished Business ..... Chairman Frank Haney**

- A. County Executive Referendum

**15. New Business.....Chairman Frank Haney**

**16. Adjournment ..... Chairman Frank Haney**

**Next Meeting: Thursday, December 19, 2019**

# **PRESENTATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

November 7, 2019

The following actions were reviewed by the Personnel and Policies Ad Hoc Committee at their Wednesday, November 6, 2019 meeting.

1. Contract with NIU Center for Government Studies for Technical Research: Administrator and Board Chair duties, at a cost not to exceed \$4,900 and at a cost not to exceed \$3,000 for Ancel Glink relating to legal work. Contract subject to the review by the State's Attorney's Office. Any additional work would have to be approved by the committee.

This action was recommended by the Committee by a vote of 6-0.

2. Placement on the November 3, 2020 Ballot a Referendum for a County Executive Form of Government

This action was not recommended by the Committee by a vote of 4-2.

3. Hiring of a search firm for the County Administrator position (temporary or permanent)

This action was recommended by the Committee by a vote of 6-0.

4. Continue the current process of hiring/terminating of the County Administrator position by the County Board.

This action was recommended by the Committee by a vote of 6-0.

Paul Arena  
Ad Hoc Committee Chairman



NORTHERN ILLINOIS UNIVERSITY

**Center for  
Governmental Studies**

*Outreach, Engagement, and Regional Development*

# **Winnebago County**

## **Technical Research: Administrator and Board Chair Duties**

**Proposed Workplan and  
Exploration Steps**

NIU Center for Governmental Studies  
NIU Dept. of Public Administration  
October 9, 2019

## *Proposed Scope of Services-*

The Center for Governmental Studies at Northern Illinois University, in conjunction with its Department of Public Administration partners, is pleased to respond to your request for a proposal to develop and undertake a series of exploration and technical research tasks on the roles and duties of the County Administrator and County Board Chair with respect to the County Board. The proposed research component works in parallel with related role and responsibility discussions undertaken by a Committee of the Winnebago County Board.

The overall aim is to undertake and conduct a series of directed research and analysis exercises to gather objective information and data, including the identification of alternative approaches and designs, related to the duties and responsibilities of executive level and legislative roles in the County Government, integral to the governance and administration of the County organization. The study team will research and explore, within the context of Illinois' statutory provisions, examples of traditional stand-alone activities related to policy research and policy-making, budget preparation and administration, organizational management, advancement of organizational goals, and County governance.

The research team will undertake a multi-part research and analysis effort that condenses our findings into a presentation of alternative actions that the County's study group may recommend to the County board for implementation. The project would begin with a brief evaluation and diagnosis step with the Committee's leadership, ending with a facilitated group discussion session to share findings, ideas, goals and possible frameworks toward the formation of a consensus.

Committee and organizational leaders, senior staff and other participants will likely be asked to provide input and ideas to augment the study team's technical research. Organizational expertise and context will be important to fully explore options that may be discussed.

## PROJECT PHASES

The multi-phase *Technical Assistance and Research project* will be composed of these primary activities:

1. Exploratory background and discovery research and interviews of governance and administrative structures
2. Directed/focused research on models and examples from other Counties in Illinois and other midwestern states.
3. Compilation of the Research Team's findings
4. Review of case law and related statutory elements and feedback by legal research advisor<sup>^\*\*</sup>
5. Facilitated Workshop Presentation/Discussions: review concepts and research findings with committee leaders

### **Component 1: Exploratory Background Research**

We recommend an initial 2-hour background session with County study group representatives, board leaders and senior staff to gain a full understanding of the policy and organizational issues to be explored.

### **Component 2: Exploratory Research/Data Gathering**

We will undertake a series of exploratory research and analysis tasks to gain both breadth and depth in the review of the key duties of the positions under study, and, their relationship to the governance structure and the County Board function as a whole.

### **Component 3: Thematic Analysis of Exploratory Research**

We will complete an assessment of the themes from the research and data gathering and analysis phase. The analysts will be looking for opportunities for collaborative shared governance possibilities, core duties and activities and resource utilization and pathways to organizational effectiveness and performance.

### **Component 4: Facilitated Reporting & Findings Workshop**

We will use the information gathered in Component 1., to lead a 90 minute +/- feedback and learning leadership workshop to help explore, understand, and identify possibilities, conceptual frameworks, alternatives and approaches. The planned report out at the session would be similar to the following:

Part a.) Background and Context- Group review of current policy environment, issue framing, current organizational and county profile

Part b.) Findings Summation of the Data Gathering/Research Steps - review of collected research and gathered data from the University research team and legal advisor/reviewer<sup>^\*\*</sup>.

Part c.) Consideration of Knowledge Gained- Group discussions, deliberation of viable or desired conceptual structures or policy options

The planned concluding/reporting workshop would be conducted at one of the County-owned or identified meeting rooms or training facilities.

The researchers and facilitators will work to establish a common understanding among participants of the information shared, the ideas considered, and, if desired, can work to assist the group in moving toward a consensus view or point for further consideration, and/or concept termination.

The following primary objectives and framework for the technical research engagement will guide the University's research team:

- Promote knowledge, understanding, and analysis of information and concepts related to the topic at hand;
- Create a participative environment for all to share ideas and perspectives;
- Engage participants in shared dialogue and work to assist with group discussions and potential consensus building.

#### **Summarization/Compilation**

A summarization memorandum of the engagement's steps and research outcomes, and, the group discussions will be prepared, based on the group's work and conclusions.

## PROPOSED WORK SCHEDULE

The project's lead investigator/project coordinator will initiate on-site background meetings within two weeks of receipt of written notice to proceed. Work will progress from that point in time with an estimated completion time-frame of 5-7 weeks. The lead investigator/researcher serving as the primary field agent for the project will advise of any complications or unforeseen factors that would require amendments to the projected completion date.

## PROJECT FEES

### *Professional Fees & Expenses*

The Center for Governmental Studies, in partnership with the Department of Public Administration, proposes to undertake the above facilitated technical research/assistance project on a not-to-exceed professional fee basis. Our proposed fee for professional and support services for the project (Components described above) will be within a range of \$ 4,100-4,900 inclusive of normal project expenses for the research team. The eventual/final fee will be determined by the final scope of work completed including the extent of research undertaken, the number of encounters, workshop session participation and project coordination.

### *Expenses and Additional Work*

Reimbursable expenses, such as travel, printing, postage, telecommunications, research packets, or other materials are included in our range for the not-to-exceed fee. (Professional services by project team personnel for requested services, meetings or research *beyond* the project scope outlined above, or, not otherwise noted, will be charged at a rate of \$115 per hour, plus expenses, for professional-level staff involved. Support staff services will be charged at a rate of \$50 per hour.)

Should additional *Workshop Sessions*, beyond those identified in the scope of work above, be required, additional sessions will be billed at a rate of \$ 900 per each 2 +/- hour session (including required planning, follow-up, coordination, session notations, minor travel, etc.)

## \*RESPONSIBILITIES OF THE COUNTY/COMMITTEE

The designated County Official who will oversee the project will be responsible for identifying and reviewing

potential meeting sites with the lead researchers/coordinator and to select meeting sites mutually agreeable to both the City and the University research team. The County will also be responsible for inviting study group members, preparing all notices and agendas, keeping minutes, and, making all logistical, scheduling and equipment/supply arrangements for the sessions at the selected site. All meeting site expenses, refreshments, food, etc., (if any) will be the *sole responsibility* of the County and are typically contracted directly with the provider.

### TERMS

Upon execution of a formal notice to proceed, the Center for Governmental Studies will deliver a letter of agreement for execution, confirming the scope of the project, to Winnebago County for execution. Services will begin upon receipt of the executed agreement, and an engagement fee of \$1,000.

A final billing will be prepared at the conclusion of the research findings presentation meeting.

### PROJECT TEAM

Lead researcher and primary field agent duties will be shared with Prof. Kurt Thurmaier, Ph.D., Chair of the Department of Public Administration taking the lead researcher role and Greg Kuhn, Ph.D., Asst. Director for Public Management and Training at the Center for Governmental Studies serving as lead coordinator. Kurt and Greg will be assisted by other specialists, including Adam Simon, Esq. of Ancel Glink\*\*, and members of the Center's Public Management team as well as faculty or graduate students from the Department of Public Administration. Other support staff and professionals from NIU's Center for Governmental Studies may also serve as resources to the project's lead researcher. A summary biography of the project's lead researchers/facilitators and assisting staff is included with this proposal.

*^\*\*Please note, the County/ Board Committee will be asked to execute a separate professional services letter of engagement with Mr. Simon and Ancel Glink for their role and services related to the case law and statutory elements perspective important to the research undertaking described above.*

**ACCEPTANCE AND NOTICE TO PROCEED**

Thank you for your consideration of our outline to be of assistance to Winnebago County. Should the above outline confirm our understanding of the project and meet with the County's needs, please sign below as confirming to proceed. A separate inter-agency professional services agreement will be prepared by the Center's business office for the County's signature.

SUBMITTED BY:

ACCEPTED BY:



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NIU Center for Gov'tl. Studies  
Greg Kuhn, PhD  
Asst. Director  
October 11, 2019

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Title: \_\_\_\_\_  
Winnebago County  
Date: \_\_\_\_\_

**Background Summary and Qualifications**  
**Project Team Members for**  
**Workshops & Research/Data Gathering for Winnebago County**  
**NIU CGS and Public Administration Dept.**

**Kurt Thurmaier, Ph.D., is Distinguished Engagement Professor & Chair, Department of Public Administration, and Senior Research Scholar, Center for Governmental Studies, School of Public & Global Affairs at Northern Illinois University.** Prof. Thurmaier is a Fellow of the National Academy of Public Administration, and a member of its Standing Panel on Intergovernmental Systems.

He received his B.A. and M.P.P.A. from the University of Wisconsin-Madison and his Ph.D. from the Maxwell School, Syracuse University. He joined the NIU Public Administration faculty in 2006. His previous positions include assistant and associate professor positions at the University of Kansas (1990-2002) before becoming MPA director at Iowa State University (2002-2006). He has served as chair of the Department of Public Administration at NIU since 2009.

His research and teaching interests include budgetary decision making at the local and state levels in the U.S. and other countries, comparative public administration (especially fiscal decentralization) and intergovernmental relations (especially interlocal collaboration). His current research studies citizen participation in county budgeting in Kenya and the lessons those counties can provide US local governments. Underway since 2016, this research project has helped him develop an *Engaged Budgeting Model* to strengthen democratic accountability and improve allocative efficiency. Thurmaier also continues research about intergovernmental and intersectoral collaborations of local governments in the US. This research builds on previous work about city-county consolidations and interlocal agreements in the US. Consulting with local governments about shared services increases data collection on the topic.

Professor Thurmaier is the author of a number of articles and other publications on inter-agency collaboration including:

Dwight Ink and Kurt Thurmaier, *Getting Things Done with Courage and Conviction: Successful Management Strategies Serving Seven U.S. Presidents*, Melvin and Leigh Press, 2018.

Kurt Thurmaier, ed. [Alternative Service Delivery: Readiness Check](#), ICMA Press (EBook), 2014.

Jack Meek and Kurt Thurmaier, eds., **Networked Governance: The Future of Intergovernmental Management**, CQ Press, 2011.

Suzanne Leland and Kurt Thurmaier, eds, **Case Studies in City-County Consolidation: Promises Made, Promises Kept?** Georgetown University Press, 2010.

Suzanne Leland and Kurt Thurmaier, eds, **Reshaping the Local Government Landscape: Case Studies of Local Government Consolidation**, M.E. Sharpe, 2004.

Suzanne Leland and Kurt Thurmaier, "Political and Functional Local Government Consolidation: The Challenges for Core Public Administration Values and Regional Reform," **American Review of Public Administration** 44 (4) 2014: 29S-46S.

Kurt Thurmaier, "High Intensity Interlocal Collaboration in Three Cities," **Public Administration Review** 66(Supplement 1) 2006: 144-146

He has served as a consultant and researcher with ICMA, HIID, and several local governments. He is a lifetime member of the American Society for Public Administration (ASPA), and served as chair of the Association for Budgeting and Financial Management (ABFM). He is a member of the Government Finance Officers Association (including the Illinois Government Finance Officers Association), the International City/County Management Association (including the Illinois and Wisconsin associations). Dr. Thurmaier would serve as lead researcher and co-lead facilitator for the engagement.

**Greg Kuhn, Ph.D., is Assistant Director of Public Management and Training at Northern Illinois University's Center for Governmental Studies.** Dr. Kuhn is a former Village Manager who now conducts research, teaches and consults to governmental units in Illinois and across the Midwest. Dr. Kuhn completed his doctoral studies mid-career with emphases in Public Administration at the Local Government Level, Organization Development, and Public Policy at Northern Illinois University. Greg served as Village Manager in Clarendon Hills, Illinois and Asst. to the Manager in Skokie, Illinois. Greg has also provided organizational and leadership services to governments on a consulting basis as Director of Local Government Management Services at Sikich, LLP., Managing Vice-President of the PAR Group, and Senior Associate in Governmental Services at Korn-Ferry International.

Greg has over 37 years of public management experience as an administrator, consultant, and instructor. Greg is a specialist in strategic planning, organizational development and design, governance, and training, undertaking over 200 local government engagements, studies and projects. Greg is an adjunct faculty member at both NIU's Department of Public Administration and Northwestern University's School of Professional Studies Public Policy and Administration Programs. He has taught graduate classes in public policy, public administration, leadership, strategic planning, intergovernmental relations, local government, budgeting and other topics. He will be joined by other senior members of the Center for Governmental Studies and the University in the execution of the exercises and data gathering portions of the strategic planning initiative.

Dr. Kuhn would serve as co-lead facilitator/project coordinator for the engagement.

**Jeanna Ballard, MPA, Research Associate- Center for Governmental Studies** is a recent graduate of NIU's MPA Program and has joined the CGS team working with the Public Management and Training Group as a research analyst. Jeanna earned a dual MPA degree via her joint studies at both NIU and Renmin University in China. She's holds an undergraduate degree in Political Science from NIU. Jeanna served as a graduate assistant in NIU's MPA program last fall, an administrative intern in Algonquin in 2014-15, intern for Kane County Health Department in

2014, and a Congressional intern in the U.S. House in 2013. She was the recipient of the James M. Banovetz Fellowship Award and NIU Outstanding Women Student Award. Jeanna will assist with the project to coordinate surveys, strategic planning exercises, distill themes and findings from qualitative and quantitative information sources important to stakeholders.

Ms. Ballard will serve as an assisting project researcher, analyst, and collaborator.

**Other Project Staff and Support** – The study team above may also be joined or assisted by other staff members of the Center for Governmental Studies, the Dept. of Public Administration and the University, for certain project elements as needed.

## **Report to the Personnel and Policies Ad Hoc Committee**

### **Of the Winnebago County Board**

**Thursday, August 22, 2019**

**John C. Phillips, Senior Advisor ILCMA**

At a presentation to the committee on August 15, 2019 I was asked to review the Winnebago County Code provisions related to the Board Chair and the County Administrator. It was requested that I recommend the changes that should be considered to reflect "best practice" in Illinois counties.

I conducted a review of the online ordinances for this report. From information you have shared, I understand that this version may not reflect amendments that have been made recently to alter the duties of the County Administrator and the Board Chair. I have not seen any changes that have been made so I have restricted my review to the ordinances that are online.

#### **Board Chair**

In the Illinois counties that have administrators, the role of the board chair is to preside over the county board meetings. This position may chair the executive committee, make board appointments and participate in preparation of the board agenda. The board chair also has an important role in the selection of the county administrator by working with other members of the board to make the hiring decision. They are also in close contact with the county administrator and participate with the board in the supervision and review of the county administrator. The board chair also has an important role in serving as the primary spokesperson for the board and may exercise the important role in policy discussions with the board.

The Winnebago County ordinance that I reviewed provides an unusual level of authority to this position that is not typical in other counties in Illinois, particularly in many of the downstate counties with urban populations and the position of county administrator. (McLean, Rock Island, Peoria, McHenry, DeKalb, Sangamon counties were reviewed.) In these counties that have administrators, the county administrator is assigned many of the duties that are designated as the responsibilities of the board chair.

#### **County Administrator**

The position of county administrator is typically appointed by the board, a committee of the board or the board chair with approval of the full board. The position works closely with the board chair but reports to and is supervised by the board or one of its committees. The position usually oversees board projects, negotiates contracts, prepares the budget, administers departments, hires staff and carries out the directives and policies of the board. I have provided a copy of the ordinance from Peoria County which outlines the duties of the county administrator. This ordinance is similar to the provisions in the ordinances in the other counties noted above as well. It would be a good model to use for the county administrator position should the board contemplate changes to strengthen the position.

#### **Good Governance and Administration**

The ordinances I reviewed for Winnebago County present limitations to a good governance model for the county. While there is a position of county administrator with some specified duties, there is overlap between the role of the chair and the duties of the administrator. While the administrator has responsibility for purchasing, the board chair approves the appointment of the Director of Purchasing. Finance and budget appear to be under the supervision of the administrator, but the board chair appoints and dismisses the Chief Financial Officer. There are many other examples of areas where it appears the intention is for the administrator to have responsibilities, but the ordinance then gives the board chair authority to oversee the administrative function. This sets the stage for uncertainty about authority and can lead to conflict and misunderstanding. The model ordinance I have provided more clearly establishes the responsibilities of the county administrator, holds them responsible to the board for performance and gives them clear authority to do their work. If the board is dissatisfied with the performance of the administrator, they can make a change in the position.

County Administrator positions are growing in Illinois because of the growing complexity of local government. Citizens and boards enjoy the professional, non-partisan, ethical approach to governance. Board members make better decisions when they receive unbiased information based on objective research.

### **Conclusion**

**It would be in the best interests of the county to consider a change in ordinance to more clearly establish the duties, authority and responsibilities of the position of county administrator. The changes in the role of the board chair should be made at the same time. The ordinance I have provided can serve as a model and a starting point for your consideration. This change will also help the county in recruiting an experienced and qualified individual for the position. Qualified candidates will consider the specific and substantive duties of the position when considering the position. Hiring and supervising the position by the board provides some reassurance that the position is a professional, non-partisan opportunity.**

ARTICLE IV. - COUNTY ADMINISTRATOR<sup>(4)</sup>

Footnotes:

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**Editor's note**— A resolution adopted Oct. 6, 1982, creating the office of county administrator, added Ch. 25 to the Code, which, for the purposes of classification and as authorized by § 1-13(c)(3), the editor has redesignated Ch. 2, Art. IV, §§ 2-38—2-46.

Sec. 2-38. - Establishment.

There is hereby created the position which shall be known as "county administrator" to advise, assist, act as agent for and be responsible to the Peoria County Board, hereinafter referred to as the "board," for the proper and efficient administration of such affairs of the county as are assigned to the position by the board.

(Res. of 10-6-82)

Sec. 2-39. - Intent.

It is the intent of the board to grant to the county administrator only those powers and duties which are administrative or ministerial in nature and which are necessary to the proper execution of policy as established by the board. No provision of this article is intended to vest in the county administrator any duty, or grant to the position any authority which is vested by general law or this Code of in or on any other county officer. No provision of this article shall be construed to delegate to the county administrator any policy decision-making or any other authority required to be performed by the board; nor shall the county administrator have the power to bind, obligate or commit the county in any manner, except as provided herein or by the express grant of authority by the board. It is the intention of the board in adopting this chapter only to create a position to which may be delegated certain administrative duties to be performed in and under its direction.

(Res. of 10-6-82)

Sec. 2-40. - Appointment.

The county administrator shall be selected and approved by a majority of the members of the board and shall then be appointed by the chairman of the board. Upon advice and consent of the county board, the chairman may appoint a person to serve as acting county administrator in case of a vacancy or extended absence or disability or until a successor has been appointed and qualified or the incumbent returns to office as county administrator.

The county administrator is authorized to appoint a deputy to act on behalf of the administrator when the administrator is absent from the office for a short time due to vacation, minor illness or the like.

(Res. of 10-6-82; Amend. of 10-11-94; Amend. of 1-9-96)

Sec. 2-41. - Vacancies.

The position of county administrator shall be deemed vacant if the incumbent is, by death, illness or other casualty, unable to continue in office, or resigns or is removed from office. A vacancy in the office

shall be filled in the same manner as the original appointment. The board may appoint an acting county administrator in case of a vacancy or temporary absence or disability until a successor has been appointed and qualified or the incumbent returns to office.

(Res. of 10-6-82)

Sec. 2-42. - Removal.

The county administrator shall serve at the pleasure of the board and may be removed at any time by an affirmative vote of a majority of the members of the board. The incumbent may request in writing a reconsideration of his removal as county administrator at a regular or special meeting of the board subsequent to his removal. Any such request must be made in writing and directed to the chairman of the Peoria County Board and received at least ten (10) days prior to the meeting of the board.

(Res. of 10-6-82; Amend. of 10-11-94)

Sec. 2-43. - Qualifications.

The county administrator shall be a person having demonstrated administrative and executive ability as shown by at least five (5) years of experience in private or public employment in responsible positions requiring the planning and execution of administrative operations, the budgeting and control of revenue and expenditures, the coordination and leadership of diverse departments and functions, and the service to elected or appointed boards of directions or their equivalent. The county administrator shall be a person having demonstrated training and experience to perform the powers and duties of the position, and preferably possess a masters degree in public administration.

(Res. of 10-6-82; Amend. of 7-12-94)

Sec. 2-44. - Compensation.

The compensation of the county administrator shall be fixed by the board.

(Res. of 10-6-82)

Sec. 2-45. - Authority.

The county administrator shall be responsible for the administration of all departments and functions which are under the jurisdiction of the board. Departments and functions which are exempt from the direct authority of the county administrator should, nevertheless, conform to the budgetary procedures and schedule as set forth from time to time by the county administrator, and should cooperate, insofar as possible, with other directives and procedures of the county administrator as though such directives and procedures were established by the board.

(Res. of 10-6-82)

Sec. 2-46. - Powers and duties.

Within the limits of the authority prescribed in section 2-45, unless otherwise stated below, the county administrator shall have the following powers and duties:

- (a) *Budget.* The county administrator shall establish the schedule and procedures to be followed by all county departments, offices and agencies in connection with the preparation, review,

adoption, implementation and amendment of the annual budget. The county administrator shall supervise and administer all phases of the budgetary process. The county administrator shall review departmental and agency budget requests, and prepare and submit to the board and its committees the annual budget, which includes all of the funds, departments and agencies which the board is required to review and approve.

- (b) *Personnel.* The county administrator shall select, employ, supervise, suspend, discharge or remove all personnel, positions or employment under the jurisdiction of the board except persons appointed by the board as required by the laws of the state. The county administrator shall recommend to the board and maintain a plan for classifying, compensating and evaluating all positions in county service. The county administrator shall be responsible for all other aspects of personnel management, including employee benefits administration, labor relations training and development.
- (c) *Contracts and agreements.* The county administrator is authorized to negotiate leases, contracts and other agreements for goods or services, subject to the approval of the board. The county administrator shall ensure that all terms and conditions of leases, contracts and other agreements are performed and shall notify the board of any violations thereof. The county administrator shall develop, install and maintain a centralized system for purchasing goods and services on behalf of county departments and functions.
- (d) *Property.* The county administrator shall be responsible for the care and custody of all county property. The county administrator shall provide for appropriate protection of the county and its property from loss, damage, liability and other risks. The county administrator shall provide liaison to the public building commission on behalf of the county.
- (e) *Communications and information systems.* The county administrator shall maintain and supervise systems of communication and information processing, including but not limited to data processing, telephone, micrographics and reproduction, word processing and mail services.
- (f) *Support of the board.* The county administrator shall assist the county clerk in preparation and distribution of the agenda and supporting documentation for all meetings of the board, in consultation with the chairman of the board. The county administrator shall prepare and distribute the agenda, minutes and supporting documents for all meetings of committees of the board after consulting with the chairmen of the committees. However, the chairman of the board shall determine and establish the agenda of all meetings of the board after consulting with the chairman of the board's committees; and the county clerk should produce and distribute the agenda and the minutes of all meetings of the board. The county administrator shall review, and may comment on, any documents or reports which are submitted to the board. The county administrator shall attend all meetings of the board and may participate in the discussion of any matter before the board. The county administrator shall provide the board, or individual members thereof, upon request, with data or information concerning the county and provide advice and recommendations on county government operations to the board.
- (g) *Administration.* The county administrator shall administer and carry out the directives and policies of the board, and enforce all orders, resolutions, ordinances and regulations of the board to assure that they are faithfully executed. The county administrator shall report to the board on action taken pursuant to any directive or policy within the time set by the board. The county administrator shall advise the board on matters of policy and may make recommendations to the board on any matter before the board.
- (h) *Organization.* The county administrator shall recommend to the board the structure of county departments and functions, including reporting relationships, physical facilities and location. The county administrator may, from time to time, recommend changes to the organization structure, and may direct departments to undertake tasks for other departments on a temporary basis if the county administrator deems it necessary for the proper and efficient administration of the county government to do so. The county administrator shall organize and supervise the work of the county departments and may call meetings of employees to facilitate and coordinate the

work of the county. The county administrator may require and receive reports from county departments concerning the activities of such departments.

- (i) *Procedures.* The county administrator shall recommend improved or standardized forms and procedures. The county administrator shall provide other central administrative services as may be directed by the board.
- (j) *Intergovernmental relations.* The county administrator shall represent the county in its relations with other governments, directed by the board. The county administrator may comment upon or make recommendations to the board concerning proposed or accomplished actions of other governments, including legislation and regulations of the state and federal governments.
- (k) *Records.* The county administrator shall maintain records appropriate to or required by the powers and duties of the position. The county administrator may examine the records, accounts and operations of county departments and agencies.
- (l) *Reports.* The county administrator shall, from time to time, prepare reports on the state of the county and its government operations and work accomplished, and make any recommendations as to actions or programs the county administrator deems necessary for the efficient operation of the county and the welfare of its residents.
- (m) *Staff.* The county administrator may employ staff to assist in the performance of these powers and duties upon authorization of the board.
- (n) *Other.* The county administrator shall perform such other duties as may be required by the board.

(Res. of 10-6-82)

Secs. 2-47—2-50. - Reserved.

## Winnebago County Board Chairman

### Analysis of Duties

Current	Executive	
County Gov.	Form	Duties
x	x	Convene and preside all county board meetings
x		Approve and execute or ask board to reconsider all ordinances and resolutions (simple majority to override)
x	x	Appoint with advise/consent those positions required by state statute or ordinance
x	x	Represent on all economic opportunities
x		Represent county at all organizations which the county is a member
x		Serve as primary liaison between elected county officials and the county board
x		Monitor host fees allocations
x		Develop and promote county's legislative agenda with county board approval
x		Develop and monitor county's strategic plan with advise and consent of county board
x		Lead communication of county's initiatives and accomplishments as approved by county board
x		Report monthly to county board on the affairs of the county
x		Recommend to the county board ordinances and resolutions which are in the public interest
	x	Coordinate and direct all administrative management functions of the county (elected officials excepted)
	x	Prepare and submit to the board the annual county budget for approval
	x	Report annually to the board on affairs of the county and fully advise the board on the financial condition of the county
	x	Appoint all department heads in county government with advise/consent of the board.
	x	Appoint all subordinate deputies, employees of immediate personal staff, advise/consent of board not required.
	x	Remove and suspend after due notice and hearing anyone he has the powers to appoint
	x	Examine accounts, records and operations of all county administrative units
	x	Supervise the care and custody of all county property
x	x	Enter into inter-governmental agreements with advise and consent of the board
	x	Appoint legal counsel at salary no greater than the States Attorney annual salary
x	x	Perform such other duties as required by the board
	x	Approve and execute or ask board to reconsider all ordinances and resolutions (3/5 th majority to override)

## Statement of Position (Jim Webster, District 2)

The newly created Winnebago County Personnel and Policy Ad Hoc committee has recently taken up the issue of structure within our local county government as it pertains particularly to the role of the County Administrator and the County Board Chairman. The committee has asked all County Board members to provide input on this important issue.

My personal opinion regarding the role of the County Administrator and County Board Chairman has been formed based on my beliefs that local government should be as efficient, transparent and professional as possible. My views and rational regarding roles of the aforementioned positions are below.

### Winnebago County Board Chairman Role

I voted for all the recent ordinance changes to alter the Winnebago County Board Chairman's role. My votes were guided by my belief system that local government should be as efficient, transparent and professional as possible. Moving forward I am in support of eliminating the elected at-large position of Chairman and having the Chairman elected from the membership of the County Board similar to most of the surrounding Counties. Regardless of the method of election of the Chairman position, I support the revised duties as they are currently codified. However, I believe the salary of the Chairman position should be significantly reduced in the next term.

My rationale is as follows:

- Having a County Board Chairman elected from the County Board is a form of **consolidation** which would effectively eliminate a full-time position costing taxpayers approximately \$500,000 per term. In my view, consolidation in local government often leads to more efficient local government.
- Winnebago County is clearly struggling to fund mandated expenses. A full-time elected at-large County Board Chairman is not mandated. It's an expensive, unnecessary and unproductive luxury. The County should focus on addressing it's mandated expenditures first.
- Winnebago County taxpayers are currently funding a County Board Chairman position that costs \$118,253 annually plus a variety of other expenses such as vehicle and a variety of other miscellaneous expenses. The taxpayer is not currently receiving an acceptable return for it's sizeable annual investment and my view is that is unlikely to change, irrespective of who the next Chairman is.
- The salary should be reduced significantly to reflect the recent decrease in professional duties regardless of which election method is used.

- In the Township form of County Government, the County Board establishes the duties of the County Board Chairman in addition to the very basic duties established in statute. I support the Chairman being elected from within the County Board as the elected County Board would be in an excellent position to evaluate which individual among the 20 elected County Board members would be best suited to fulfill those duties.
- The Chairman being elected from the membership of the County Board will allow the County Board to evaluate the office holder every 2 years and determine if another member is better suited to fulfill the duties of the position.

### **Winnebago County Administrator Role**

I am an advocate of the what the Northern Illinois University Center for Governmental Studies refers to as "The County Administrator Form" of County government and is described as a "modification of county government designed primarily to improve government by consolidating critical administrative operations in a single office responsible to the county board." I am strongly opposed to any changes that would transfer oversight of the County Administration away from the County Board. Additionally, I support the duties currently granted to the position of the County Administrator and feel that no changes are necessary at this time.

My rationale is as follows:

- The County Board's administrative responsibility and authority is best vested in a **non-partisan professional** administrator with required qualifications and experience in local government rather than an elected politician.
- Politics are more likely to be removed from the hiring and firing of the County Administrator if the position continues to report directly to the County Board.
- The County Administrator will more likely be able to communicate freely and openly with the County Board without fear of retaliatory action from a single individual such as a County Board Chairman and therefore transparency is increased.

Additionally, I believe the County Board should prioritize the development of a clear and concise reporting and evaluation process for the position of County Administrator. This process should be codified in County Ordinance.



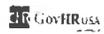
(<https://www.govhrusa.com>)

Lake County, IL - Assistant County Administrator

Post a job

 Waukegan, IL (<http://maps.google.com/maps?q=Waukegan%2C%20IL&zoom=14&size=512x512&maptype=roadmap&sensor=false>)

 Posted 1 month ago

 **GovHRUSA**

Lake County, Illinois (population 703,462) seeks an innovative, creative and dynamic professional to serve as Assistant County Administrator. This position works as part of the County's administration/management team overseeing the activities and operations for one of three major service areas, as well as strategic initiatives. This team includes a Deputy County Administrator and two Assistant County Administrators that are led by a County Administrator. This person will lead policy and budget coordination, perform policy research, develop and implement programs. The individual must be a strategic thinker and consensus builder who can bring strong leadership and communication skills, modern and innovative management practices, and business acumen. The ideal candidate will have a commitment to best practices and customer service, as well as experience in conducting negotiations, developing inter-governmental agreements, strategic planning and shared services.

Lake County is a large, complex organization consisting of more than 30 departments and divisions that provide services including law enforcement, water and sewerage treatment, public health, criminal justice,

transportation, public works, land use planning, building inspections, and emergency management. The county has 2,468 employees, a \$503 million budget and is governed by a 21-member elected Board.

The Assistant County Administrator will lead highly complex strategic initiatives and special projects often involving numerous stakeholders with the opportunity to influence regional level change. Examples include: regional 911 consolidation, mental health, energy and environmental sustainability, shared services and collaborative consolidation, and multi-departmental operational efficiencies.

The individual will coordinate, manage and support at least one of Lake County's major service areas, as well as lead Board strategic initiatives. The service areas are listed below:

- Public Safety/Judicial Services: Judicial Circuit Court, Sheriff's Office (including the jail), Coroner, State's Attorney, Public Defender, Circuit Court Clerk and the Sheriff's Merit Commission
- Land Services: Division of Transportation, Planning Building and Development, Stormwater Management, Health Department/Environmental Services; Public Works
- Health and Community Services: Health Department/Environmental Services, Workforce Development, Community Development, Veterans Assistance Commission, and Regional Office of Education
- Internal Services: This could include any combination of the following departments/divisions: Finance and Administrative Services, Human Resources, Communications, Emergency Management, Information Technology, GIS/Mapping, Facilities, Construction, Capital Planning, Emergency Management, Sustainability, Legislation and Performance Management

Minimum requirements include a bachelor's degree in public administration, public policy, business, or related field, with an MPA/MBA or other advanced degree highly desired. Eight to ten years of progressively responsible experience in local government management or comparable organization, including significant experience at a senior level interacting with elected officials and other stakeholder groups. Starting salary range is 150,215 to 187,128 depending on qualifications and experience. Excellent benefits package. Submit resume, cover letter, and contact information for five professional references at once but no later than July 26, 2019 to

# County Administrator Search

## Updates

Lake County Board Chair Sandy Hart announced that Lake County will enter into contract negotiations with William T. Panos to become Lake County's next County Administrator. Panos has experience in both the private and public sector, most recently serving as the Director of the State of Wyoming Department of Transportation, an organization with 2,000 employees and a budget of \$640 million. Panos is expected to begin his new role in July 2019, pending approval by the board. [Learn more.](#)

## Background

Lake County is governed by 21 elected County Board Members that represent a geographic district. The board is led by a Chair chosen amongst its members by a vote of the Board Members which sets policies and establishes and strives towards achieving a vision for the Lake County.

The County Administrator, who is appointed by the Chair of the County Board with the approval of the County Board in accordance with County Board Rules, serves at the pleasure of the County Board. In accordance with [Lake County Code of Ordinances §30.35-30.41](#), the County Administrator is responsible for the operations and administration of affairs of the County that are placed under her/his charge by the County Board. Examples of such responsibilities include but are not limited to the following:

- Oversee the organization's personnel policies and practices and foster an organizational culture that is innovative, collaborative, and inclusive;
- Is accessible to residents, businesses, elected and appointed officials in communities throughout the county to discuss problems and recommendations, propose new plans, or discuss issues that affect the community and its residents;
- Develop recommendations for new programs indicating scope, cost and impact for consideration by the County Board;
- Lead, supervise and manage all appointed department heads under the County Board jurisdiction (currently Information Technology; Finance, Human Resources; Facilities and Construction Services; Workforce Development; Chief County Assessment Office; Planning

Building and Development; Division of Transportation; Public Works; and the Emergency Management Agency);

- Ensure customer service efficiency and effectiveness;
- Recommend and oversee the implementation of an annual budget including a capital improvement plan;
- Work with elected officials in the development of policies;
- Conduct research on and implement innovative and best administrative, management and operational practices; and
- Oversee enforcement of ordinances, orders and regulations as directed by the County Board

## Estimated Timeline

As an appointment of the County Board Chair with the approval of the County Board, the County Board Chair solicited proposals from executive recruitment firms in January for purposes of assisting in the national recruitment for a County Administrator. The County Board Chair reviewed the proposals submitted with the assistance of the County's Purchasing Division and interviewed the top four firms that submitted proposals with a team of senior staff.

Following that review process, the County Board Chair selected Illinois based firm GovHR USA to assist in the recruitment process. As a part of the process to develop an understanding of the core competencies desired for the position, GovHR USA will meet with County Board members, staff, and identified stakeholders. The feedback gained through this process will influence a candidate profile and interview questions.

<b>Description</b>	<b>Timeline</b>
Recruitment Consultant Selection	January - February
<u>Position Advertised and Recruited</u>	March 18 - April 26
Deadline for Submission of Resumes	April 26
Review of Resumes	April 26 - Early May
Early-to-Mid May	Candidates Selected for Interview
Mid-to-Late May	Candidates Interviewed
County Board Approval of County Administrator Appointment	July 9 County Board Meeting

## Supporting Documents

- [Code of Ordinance Provisions](#)
- [Budget](#)

# County Administrator

County Administrator William T. Panos serves as the chief administrative officer for county government. The County Administrator's Office strives to provide the best possible, most fiscally responsible services to Lake County residents and taxpayers. Please contact the County Administrator's Office for additional information regarding any county government program or service. Some of the primary responsibilities of the county administrator include:



- Implement policies of the County Board, and goals and strategies identified in the [strategic plan](#)
- Manage and direct Board priorities and initiatives, including the [shared services initiative](#), and annual [legislative program](#)
- Develop and oversee the annual [budget](#) and capital improvement plan
- Coordinate and/or collaborate on countywide activities involving departments with elected and appointed department heads

## Divisions

County government departments and divisions that report directly to the County Administrator include: Communications, [Emergency Management](#), [Human Resources and Risk Management](#), [Finance and Administrative Services](#), [Information and Technology](#), [Chief County Assessment Office](#), [Public Works](#), [Division of Transportation](#), [Veteran's Assistance](#), [Workforce Development](#), and [Planning, Building and Development](#).

[View our Organizational Chart \(PDF\)](#).

## Contact Us

William Panos

County Administrator

# **CHAIRMAN'S REPORT**



# WINNEBAGO COUNTY

— ILLINOIS —

## Memorandum

Date: November 24, 2019

To: Barb Liberoff, Illinois Environmental Protection Agency's Office of Community Relation,  
[Barb.Lieberoff@Illinois.gov](mailto:Barb.Lieberoff@Illinois.gov)

Cc: Winnebago County Board, Winnebago County Health Department, Winnebago County Health Board, Winnebago County States Attorney Office, Village of New Milford, Village of Cherry Valley, City of Rockford

From: Frank Haney, Chairman

Re: Call for Public Hearing re: Proposed impacts to wetlands associated with construction and operation of soil and subsoil stockpile locations. IEPA Log No.: C-0084-18 CoE appl.  
#: CEMVR-OD-P-2015-1202-1

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I am writing to respectfully request the Illinois Environmental Protection Agency (IEPA) host a Public Hearing for the following:

IEPA Log No.: C-0084-18 CoE appl. #: CEMVR-OD-P-2015-1202-1. Winnebago Reclamation Services, Inc. – 5450 Wansford Way, Suite 201, Rockford, IL 61109. This discharge location is New Milford in Sections 6 and 31 of Township 42N and 43N, Range 2E of the 3rd P.M. in Winnebago and Ogle County.

The Winnebago Landfill is one of the largest landfills in the Midwest. The capacity of this particular landfill is larger than that of all the landfill capacity in the Chicago Metro Region. There are several on-going issues with the landfill, including odor issues, expansion process, unresolved IEPA violations, long-term sustainability concerns, and excessive litter along roadways from garbage trucks going in and out of the landfill. Citizens are increasingly concerned about these quality of life issues and also concerned about the environmental impact of this item.

A public hearing on this specific matter would provide a platform to allow for information to be shared and give citizens an opportunity to ask questions. With any complex issue, accurate information is critical to creating proper context and understanding. A public hearing is an opportunity for our state partners to connect with members of our community in a meaningful way and at a time when the



# WINNEBAGO COUNTY

— ILLINOIS —

landfill is top of mind. Although the comment period has closed, please accept and strongly consider my request.

I am available to discuss this matter in more detail at your convenience. My contact information is c (815) 319-4225, c (815) 979-4045, or [frank@wincoil.us](mailto:frank@wincoil.us). Thank you for your time and consideration.





# WINNEBAGO COUNTY

— ILLINOIS —

## Memorandum

Date: November 21, 2019

To: JB Pritzker, Governor of Illinois  
Nikki Budzinski, Senior Advisor to the Governor  
Dave Syverson, Senator  
Joe Sosnowski, Representative  
Steve Stadleman, Senator  
Maurice West Jr., Representative  
John Cabello, Representative  
Trisha Thompson, Illinois Department of Transportation (IDOT)  
Kaare Jacobson, Illinois Environmental Protection Agency (IEPA)  
Chris Grant, Attorney General's Office

Cc: Dr. Sandra Martell, Executive Director, Winnebago County Health Department  
Marilyn Hite-Ross, Winnebago County States Attorney  
Steve Chapman, Winnebago County Administrator  
Gary Caruana, Winnebago County Sheriff  
David Kelley, Winnebago County Board District #9  
Winnebago County Board  
Tim Owens, President, Village of New Milford  
Jim Claeysson, Mayor, Village of Cherry Valley  
Tom McNamara, Mayor, City of Rockford  
John Groh, Rockford Visitors and Convention Bureau

From: Frank Haney, Chairman

Re: Landfill Update + Request for Assistance from State Partners

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Governor Pritzker,

**I want to begin by saying thank you!** On behalf of the 285,000 citizens of Winnebago County, thank you to you, your team, and our state delegation for the much needed funding for the Rockford Airport in this year's state budget. I appreciate your numerous visits to the Rockford Region since being elected. It is appreciated by residents and local public partners.



# WINNEBAGO COUNTY

— ILLINOIS —

Recently I spoke with Nikki Budzinski, Senior Advisor to the Governor. Our discussion was regarding concerns with our local landfill, Waste Connections (Winnebago Landfill) and the impact it is having on the quality of life of our citizens. At Nikki's direction, and since state government has direct oversight on various aspects of landfill and hauling operations across the state of Illinois, I am following-up with a written overview for your review. I am also asking for your assistance and that of all included in this letter. It is important we make measurable progress in the coming weeks and months.

Background: The landfill's website indicates they receive garbage from eight different counties. The attached September 2019 Illinois Disposal Capacity Report provided by the Illinois Environmental Protection Agency (IEPA) indicates the Winnebago County landfill is the largest landfill in the state of Illinois with a capacity of 96,351,322 (yd<sup>3</sup>). By comparison, this landfill is larger than all the landfills combined in the Chicago Metropolitan Region. This is one of the largest landfills in the Midwest, if not the United States.

In the near-term, we wanted to make you aware of two specific areas in which state government is involved and ask that you encourage progress.

- **Landfill regulatory violations.** The IEPA has, once again, identified violations at the landfill. This was referred to the Attorney General's Office. The violations appear to result in significant odor issues attributable to hydrogen sulfide and methane. This is not the first time this has been an issue. Representatives from the Winnebago County Health Department and States Attorney's Office have met with the Attorney General's Office in this process.

In April, I did host a meeting with representatives from the county, Sheriff's Department, IDOT, IEPA, landfill leadership, and a few concerned residents. The landfill assured meeting attendees of their commitment to resolve issues in a timely manner. Nevertheless, resolution has been painfully slow. Resident frustration is growing painfully high amid concerns over odor, often at significant distances from the landfill itself.

- **Garbage flying off of garbage haulers on their way to the landfill while driving, especially along I-39 and I-90.** It is my understanding that hundreds of garbage trucks travel to the Winnebago Landfill from outside our community daily. The Illinois Department of Transportation (IDOT) and the Illinois State Police (ISP) have jurisdiction on state highways. The best way to reduce litter and avoid costly clean-up is proper tarping. These basic standards are critical. By way of example, IDOT reported in the Spring that they picked-up 9.3 tons of trash with a labor-only cost of \$45,400 and 1432 man hours to clean-up one small section of road along I-39 in the Spring. This included 6,500 pounds of plastic. In the words of the IDOT



# WINNEBAGO COUNTY

— ILLINOIS —

employee, “if you drove by the location two weeks later, it is difficult to tell where you picked-up any trash.”

Why does the litter issue matter along the highway? We have seen an explosion in tourism in the last decade with all the great things our community offers folks from inside and outside of the state of Illinois. More visitors are expected with our Hard Rock Casino in the works.

This is a "front porch" issue for the Rockford Region and something our Mayors and community leaders complain about on a regular basis. It distracts from the natural beauty of our state and projects an inaccurate image of my home town. Winnebago County has #1 Park District in the United States, Anderson Japanese Gardens, a water park owned by Great America, and some of the most outstanding parks, trails, and forest preserves in the Midwest. But, unfortunately, we have what amounts to mini-garbage dumps along the roads that lead to and from the Rockford Region. This is unacceptable but with increased awareness and effort by the landfill, local partners, as well as state partners, we can make progress.

Lastly, in consultation with Dr. Sandra Martell from the Winnebago County Health Department, we believe there are **6 additional opportunity areas in which additional dialogue with state government can directly impact this issue**. This is by no means a complete list; just a start of a discussion. We are very open to your constructive feedback.

1. The current state statute governing Illinois landfills establishes fees that can be collected by local government for waste haulers and operation of the landfill needs review to more accurately reflect the revenue generated by landfill corporations.
2. The lengthy legal process associated with landfill violations does not remediate the issues and concerns of the community in a timely fashion.
3. Local county governments that have landfills in their jurisdictions have little authority or oversight over landfill operations.
4. There is no known notification or disclosure process to the local health authority, county administration, or community when there are violations identified by the Illinois Environmental Protection Agency (IEPA).
5. There is no known centralized site for publication of all complaints made in the state of Illinois regarding landfills and waste haulers, including but not limited to waste haulers, odors, gas, emissions, etc.



# WINNEBAGO COUNTY

— ILLINOIS —

6. The fines that can be levied by the IEPA are minimal when compared to the revenues generated by the landfills, thus serve as a minimal deterrent for the violators.

**One of the growing frustrations I hear from our residents is that the current multi-jurisdictional model is disconnected. I am happy to shoulder blame for not recognizing this sooner. To be clear: this letter in no way suggests good work by good people is not occurring.**

**Nevertheless, despite good intentions and effort, the scoreboard clearly says we are not making progress at the pace expected by our citizens.** Our local partners are committed to working with you. We are also very willing to work with the landfill; however, it has been clearly communicated that we expect compliance with IEPA standards. It is the landfill's responsibility to comply and our collective responsibility to ensure they do.

We welcome any and all feedback and suggestions on this matter. My contact information is [frank@wincoil.us](mailto:frank@wincoil.us), o (815) 319-4225, and c (815) 979-4045.

Thank you for your time and consideration.





# WINNEBAGO COUNTY

— ILLINOIS —

## Memorandum

Date: November 21, 2019

To: Pete Lyons, Winnebago Landfill

From: Frank Haney, Chairman

Re: Call for compliance Illinois Environmental Protection Agency (IEPA) Violations

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I am writing this letter to ask for your assistance. I respectfully ask that landfill leadership take all necessary steps to come into compliance with Illinois Environmental Protection Agency (IEPA) regulations. This is a basic expectation of Winnebago County residents.

Winnebago County Government has long been a good partner of the landfill. We must also be good partners, and public servants, to our residents. Previous boards approved expansion of the landfill and agreed to the current Host Fee Agreement. There is no doubt that these actions were taken with the clear understanding that there is no acceptable alternative to compliance with the IEPA's basic minimum standards. This is a quality of life issue and our citizens deserve better.

Additionally, I recall your stated commitment to compliance, both when I took office in late 2016, when we met at my office with other stakeholders in early 2019, and at various times in-between. Your message was clear: when issues arise at the landfill, they would be resolved quickly. The scoreboard says this has not occurred.

I am available to discuss this matter in more detail at your convenience. My contact information is (815) 319-4225 and [frank@wincoil.us](mailto:frank@wincoil.us). Thank you for your time and consideration.



# DEKALB COUNTY GOVERNMENT CODE

*Updated as of Ordinance O2019-28, March 20, 2019*

## DIVISION 1. - GENERALLY

### Sec. 2-27.1. - Redistricting.

In addition to the criteria mandates that are stipulated by federal and state laws for redistricting of county board districts, the following procedures shall be used:

- (1) County board districts shall each have a population as nearly equal as practical to the ideal population to each other. County board districts shall not vary in population from the ideal district population except as necessary to comply with one of the other standards enumerated in this section.
- (2) County board districts shall divide townships or municipalities only when necessary to conform to the population requirement of paragraph (1) of this section. To the extent possible, district boundaries shall coincide with the boundaries of townships and municipalities. The number of townships and municipalities divided among more than one district shall be as few as possible. When there is a choice between dividing townships and/or municipalities, the more populous shall be divided before the less populous.
- (3) No county board district shall be drawn for the purpose of favoring a political party, incumbent board member, or other person or group, or for the purpose of augmenting or diluting the voting strength of a language or racial minority group. In establishing districts, no use shall be made of any of the following data:
  - a. Addresses of incumbent county board members;
  - b. Political affiliations of registered voters;
  - c. Previous election results;
  - d. Demographic information, other than population, except as required by the Constitutions and the laws of the United States and the State of Illinois.
- (4) County board districts shall be created in such a manner so that no precinct shall be divided between two or more districts, insofar as is practicable.
- (5) In no case shall the quotient, obtained by dividing the total of the absolute values of the deviations of all district populations from the applicable ideal district population (numerator) by the number of districts (denominator) established, exceed three percent of the applicable ideal district population.
- (6) No county board district shall have a population which exceeds that of any other county board district by more than eight percent.
- (7) No county board district shall have a population which varies by more than five percent from the applicable ideal district population.
- (8) County board districts shall be comprised of contiguous territory, as nearly compact as practicable. Areas which meet only at the points of adjoining corners shall not be considered contiguous. In general, reasonably compact districts are those which are square, rectangular, or hexagonal in shape, and not irregularly shaped, to the extent permitted by natural or political boundaries.

- (9) If it is necessary to compare the relative compactness of two or more districts, or of two or more alternative districting plans, the tests prescribed by paragraphs a. and b. below shall be used.
- a. *Length-width compactness.* The compactness of a district is greatest when the length of the district and the width of the district are equal. The measure of a district's compactness is the absolute value of the difference between the length and the width of the district. In general, the length-width compactness of a district shall be calculated by measuring the distance from the northernmost point or portion of the boundary of a district to the southernmost point or portion of the boundary of the same district, and the distance from the westernmost point or portion of the boundary of the district to the easternmost point or portion of the boundary of the same district. The absolute values computed for individual districts under this paragraph may be cumulated for all districts in a plan in order to compare the overall compactness of two or more alternative districting plans for the county.
- b. *Perimeter compactness.* The compactness of a district is greatest when the distance needed to traverse the perimeter boundary of a district is as short as possible. The total perimeter distance computed for individual districts under this paragraph may be cumulated for all districts in a plan in order to compare the overall compactness of two or more alternative districting plans for the county, or for a portion of the county.
- (10) The County Administrator, the Community Development Director, and the County Engineer, utilizing the County's Geographic Information System (GIS) and Information Management Office (IMO) staff, shall each independently develop a potential plan for redistricting. If a vacancy exists in one of these offices, then the Forest Preserve Superintendent will fill the open spot. These individuals shall not discuss or share any details of his or her plan with the others, or with any member of the Board, until such plans are presented to the County Board for consideration. The IMO Director will independently submit a report to the County Board analyzing each of the three plans for the degree of compliance with the various criteria as set forth in this Section 2-27.1 of the County Code, as well as with any Federal or State requirements.
- (11) All three plans shall be presented directly to the county board for consideration not later than the regular monthly meeting of the county board which next occurs 90 days after the release of the census data. No county board committee shall first review the three plans nor make a recommendation on a preferred plan. The county board shall strive to adopt a plan within the legal time-frame parameters for such action.

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: November 26, 2019

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. Byron Station – Integrated Inspection Report 0555454/2019003 and 05000455/2019003
  - b. Federal Register / Vol. 84, No. 223 /Tuesday, November 19, 2019 / Notices
2. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around December 13, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
3. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding AMC video on demand services will launch on the video on demand portal with an array of services on or around December 17, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem



# WINNEBAGO COUNTY

— ILLINOIS —

- c. Township of Rockton
  - d. Township of Roscoe
  
4. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:
  - a. Harlem, IL, Township
  - b. Town of Rockton, IL
  - c. Town of Roscoe, IL
  
5. County Clerk Gummow received from Nancy McPherson, Winnebago County Recorder, the Monthly Report for October, 2019.
  
6. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for November 2019.

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
7 different organizations for 35 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
30256	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/21/2019-12/21/2019	\$ 2,000.00
30257	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/27/2019-12/27/2019	\$ 2,000.00
30258	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/05/2020-01/05/2020	\$ 2,000.00
30259	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/08/2020-01/08/2020	\$ 2,000.00
30260	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/14/2020-01/14/2020	\$ 2,000.00
30261	1	STATELINE YOUTH FOR CHRIST	12/01/2019-12/31/2019	\$ 1,500.00

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
30262	1	FRIENDS OF JEFF RUDD	11/30/2019-11/30/2019	\$ 4,999.00

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

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30263	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30264	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30265	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30266	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30267	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30268	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30269	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2020-12/31/2020	\$ 100.00
30270	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30271	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30272	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30273	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30274	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30275	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30276	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2020-12/31/2020	\$ 100.00
30277	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00
30278	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00

30279	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00
30280	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00
30281	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00
30282	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00
30283	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2020-12/31/2020	\$ 100.00
30284	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00
30285	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00
30286	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00
30287	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00
30288	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00
30289	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00
30290	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2020-12/31/2020	\$ 100.00

This concludes my report

Deputy Clerk *Kayla Hilliard*

LORI GUMMOW  
Winnebago County Clerk

Date 26-Nov-19

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	3,557,264.56
101	PUBLIC SAFETY TAX	2,392,384.91
103	DOCUMENT STORAGE FUND	70,094.38
104	TREASURER'S DELINQUENT TAX FU	3,789.53
105	VITAL RECORDS FEE FUND	2,007.88
106	RECORDERS DOCUMENT FEE FUND	22,789.93
109	VICTIM IMPACT PANEL FEE	800.00
111	CHILDREN'S WAITING ROOM FUND	11,499.87
114	911 OPERATIONS FUND	543,717.58
115	PROBATION SERVICE FUND	6,280.12
116	HOST FEE FUND	450,000.00
120	DEFERRED PROSECUTION PROGRAM	3,464.52
126	LAW LIBRARY	7,941.48
131	DETENTION HOME	204,597.68
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	21,773.00
145	FORECLOSURE MEDIATION FUND	4,649.94
155	MEMORIAL HALL	26,178.40
158	CHILD ADVOCACY PROJECT	35,598.58
161	COUNTY HIGHWAY	1,007,197.22
162	COUNTY BRIDGE FUND	34,022.40
164	MOTOR FUEL TAX FUND	182,101.37
165	TOWNSHIP HIGHWAY FUND	72,339.03
181	VETERANS ASSISTANCE FUND	22,092.23
185	HEALTH INSURANCE	566,665.78
192	EMPLOYER SOCIAL SECURITY FUND	351,587.35
193	ILLINOIS MUNICIPAL RETIRE	458,062.71
194	TORT JUDGMENT & LIABILITY	12,390.00
214	2013E DEBT SERVICE FUND	428.00
229	2016D REFUNDING	750.00
230	2016E REFUNDING	750.00
242	2010C HEALTH BLDG	1,052.50
249	2012F DEBT CERTIFICATES	428.00
250	2012G DEBT CERTIFICATES	428.00
301	HEALTH GRANTS	584,684.48
303	STATE'S ATTORNEY GRANT	11,068.94
309	CIRCUIT COURT GRANT FUND	61,568.54
401	RIVER BLUFF NURSING HOME	963,572.60
410	ANIMAL SERVICES	117,953.56
420	555 N COURT OPERATIONS FUND	3,750.95

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

430	WATER FUND	1,570.92
501	INTERNAL SERVICES	105,144.97
	TOTAL THIS REPORT	<u>11,924,441.91</u>

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 26th day of November 2019 at the City of Rockford, Winnebago County, Illinois.

\_\_\_\_\_  
Frank Haney, Chairman of the  
Winnebago County Board of  
Rockford, Illinois

ATTEST:

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

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
OCTOBER 24, 2019**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 24, 2019 at 6:06 p.m.
2. Chairman Haney announced the following Agenda Changes:  
  
Under Finance:  
  
Item 3. Resolution Authorizing the Settlement of Pending Litigation may be moved down further on the agenda.
3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Schultz, Tassoni, Webster, and Wescott were present) (Board Member Salgado was absent.)
4. County Board Member Butitta gave the invocation and led the Pledge of Allegiance.

**AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION**

5. Awards - None  
  
Proclamations - None  
  
Presentations - Michael Dunn Jr. from Region 1 Planning Council gave a presentation regarding the Trustee Program. Discussion by Chairman Haney and Board Members Webster and Arena.

**PUBLIC COMMENT**

6. Mayor Tom McNamara of the City of Rockford urged the County Board to vote in favor of the R1 proposal.  
  
Mayor Ted Rehl of South Beloit spoke in favor of the Trustee Program.  
  
Attorney Roxanne Sosnowski urged the consideration of a locally controlled Trustee Program.  
  
Gary Anderson, architect and appointee to the Land Bank, spoke of the overwhelming advancement of blight in the community.

**BOARD MEMBER CORRESPONDENCE**

7. Board Members Nabors, Redd, Tassoni, and Goral commented on the Barber Coleman Project with Rock Valley College.

## **CHAIRMAN'S REPORT**

8. Trustee Program Agent –

Barber Colman / Alternative location for Advanced Technology Center – Chairman Haney spoke of the inaccurate comments made by individuals at a Board Meeting at Rock Valley College regarding the Barber Colman Project.

Thank you to Caucus Chairs –

Disclosure -

1. County designee to WINGIS Board: Chris Dornbush (on-going)
2. County designee to RMAP Board: Carlos Molina (replacing Joe Vanderwerff)
3. RACVB County Board Liaison: Dan Fellars
4. RACVB County Staff Designee: Tiana McCall (on-going)

## **COUNTY ADMINISTRATOR'S REPORT**

9. Interim County Administrator Chapman announced that next week we will start Labor Negotiations with the Fraternal Order of Police for a new agreement.

The Probation Department received additional funding from the State for current and possible additional probation positions.

Interim County Administrator Chapman announced we are still waiting for the final reports from Baker Tilly regarding Purchasing and Information Technology.

Interim County Administrator Chapman and Finance Director Terrinoni will meet with Attorney Zito, who represents Cherry Valley to try to straighten out the TIFF reports.

## **DEPARTMENT HEAD UPDATES**

10. None.

## **UNFINISHED BUSINESS**

11. A. 911 Update
- B. Capital Improvement Plan Update
- C. Closed Session Committee Minutes: May 2 – Chairman Haney announced this will be coming to a Committee in the near future.

- D. Cherry Valley TIF Report

**NEW BUSINESS**

12. A. Chairman Haney announced there will be a Recommendation on Project E - \$150,000 from the Host Fees. Carry-over from FY'19 (Refer to Economic Development Committee).

Chairman Haney thanked Director of Development Services Dornbush and the State's Attorney's office for working on Project E.

- B. Chairman Haney read in for the first reading of the following Board Appointment:

**Reappointment:**

**Otter Creek Lake Utility District**

Edwin Herrman

Davis, IL,

October 2019-October 2024

(Resume attached)

**REPORTS FROM STANDING COMMITTEES**

**OPERATIONS & ADMINISTRATIVE COMMITTEE**

13. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Contract with Region 1 Planning Council to Act as the County of Winnebago's Agent in the Operation of a Delinquent Tax Program, seconded by Board Member Wescott. Board Member McDonald made a motion to amend the IGA and discuss the amendment, seconded by Board Member Gerl. Board Member McDonald summarized an email from Mike Dunn Jr. regarding the Revised Agreement. Motion to amend the IGA was approved by 18 yes and 1 no vote. (Board Member Schultz voted no. (Board Member Salgado was absent.) Discussion by Board Member Fellars. Motion to approve the amended Resolution was approved by a roll call vote of 18 yes and 1 no vote. (Board Member Schultz voted no.) (Board Member Salgado was absent.)

14. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste to be laid over.

Board Member Crosby departed at 7:00 p.m.

15. Board Member McDonald made a motion to approve a Resolution Authorizing the Establishment of Winnebago County Community Mental Health Board, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Salgado were absent.)

16. Board Member McDonald made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute Agreement with National Able Network, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Salgado were absent.)

### FINANCE COMMITTEE

17. Board Member McDonald made a motion to approve a Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Members Crosby and Salgado were absent.)
18. Board Member McDonald made a motion to approve a Resolution Authorizing Execution of Intergovernmental Cooperation Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System, seconded by Booker. Discussion by Board Member McDonald. Motion was approved by a voice vote. (Board Member McDonald voted no.) (Board Members Crosby and Salgado were absent.)
19. Board Member McDonald made a motion to approve a Resolution Authorizing the Settlement of Pending Litigation, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Salgado were absent.)

### ZONING COMMITTEE

20. Board Member Webster read in for the first reading of SU-07-19 A Special Use Permit for a Retreat Center (on +/-25 acre zoning lot) in the AG, Agriculture Priority District for property that is commonly known as 10076 Fish Hatchery Road, Pecatonica, IL 61063 in Burritt Township, District 1 to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Kelley. Motion to suspend the rules was approved by a voice vote. (Board Members Crosby and Salgado were absent.) Board Member Webster made a motion to approve SU-07-19 (with conditions), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Salgado were absent.)

### ECONOMIC DEVELOPMENT

21. State's Attorney Hite-Ross gave a Presentation on Cannabis Tax and how the potential revenue will be distributed. Discussion by Board Members McDonald, Arena, Webster, Butitta, Tassoni, and Fellars.
22. Board Member Bilich read in for the first reading of an Ordinance Amending the Winnebago County Code of Ordinances by the addition of Article VI to Chapter 78, Imposing a County Cannabis Retailer's Occupation Tax to be laid over. Board Member Bilich made a motion to suspend the rules, seconded by Board Member Wescott. Board Member Bilich made a motion to withdraw his motion to suspend the rules. Discussion by Board Member Fellars, Gerl, Bilich, and Butitta.

Board Member Schultz departed at 7:30 p.m.

23. Board Member Bilich read in for the first reading of an Ordinance Amending the Winnebago County Code of Ordinances to Provide for Video Gaming as Allowed by the Illinois Video Gaming Act to be laid over.
24. Resolution Abating Property Taxes for 10 (10) Years on Real Estate Commonly known as the Magic Waters Waterpark located at 7820 North Cherryvale Boulevard, Cherry Valley, Illinois owned by Rockford Park District (“RPD”) and Legally Described in Exhibit “A” Attached Hereto. Board Member Bilich announced the Resolution will be struck out because there was not a quorum from yesterday’s Committee Meeting.

### **PERSONNEL AND POLICY COMMITTEE**

25. Board Member Fiduccia made a motion to approve a Resolution Fixing County Holiday Schedule for 2020, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Salgado, and Schultz were absent.)
26. Board Member Fiduccia made a motion to approve a Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Rockford for Animal Control, seconded by Board Member Kelley. Assistant State’s Attorney Paul Carpenter read in for the record payback amounts, the first payback amount is \$497,000 from two years ago and the next year is \$400,000 for the year that was just completed and goes up 2% per year after that, next year will be \$408,000. Discussion by Chairman Haney, Interim County Administrator Chapman, and Board Members Fellars and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Salgado, and Schultz were absent.)
27. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Signing of a Resolution with the Illinois Municipal Retirement Fund, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Salgado, and Schultz were absent.)
28. Board Member Fiduccia made a motion to approve a Resolution to Approve Truck Purchase for River Bluff Nursing Home, seconded by Board Member Hoffman. Discussion by Chairman Haney, Director of Finance Johns, and Board Members Fiduccia and Tassoni. For the record Board Member Tassoni confirmed, the purchase amount of the truck will not exceed \$39,000. Further discussion by Chairman Haney, Director of Finance Johns and Board Members Tassoni, Fellars, and Goral. Motion was approved by unanimous vote of all members present. (Board Members Crosby, Salgado, and Schultz were absent.)

Board Member Fiduccia reported that Animal Services received 778 calls for service, 125 calls were from the City of Rockford, 44 in Winnebago County, 34 in Loves Park, 10 in Rockton, 18 in Roscoe, 16 in South Beloit, 5 in Durand, and 7 in Cherry Valley. There were 30 carcass pickups in Rockford and 16 in the County. Animal Services has in custody 164 dogs, 231 cats, 8 birds, 5 rabbits, 2 guinea pigs, 2 rats, 1 ferret, and 1 alligator. Animal Services adopted out 56 dogs, 133 cats, 8 birds, 3 rabbits, 2 guinea pigs, 2 rats, and a ferret.

### **PUBLIC WORKS**

29. No Report.

## PUBLIC SAFETY

30. No Report.

## ANNOUNCEMENTS & COMMUNICATION

31. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - 1. Federal Register / Vol. 84, No. 195 / Tuesday, October 8, 2019 / Notices – 53767.
    - 2. Federal Register / Vol. 84, No. 195 / Tuesday, October 8, 2019 / Notices – 53777.
    - 3. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; and Quad Cities Nuclear Power Station, Units 1 and 2- Issuance of Amendments to Eliminate Second Completion Times From Technical Specifications (EPID L-2018-LLA-0297).
    - 4. Exelon Generation Company, LLC – Acceptance of Request to Use 2013 Edition of ASME Boiler and Pressure Vessel Code (EPID L-2019LLR-0080).
  - B. County Clerk Gummow submitted from Charter Communication, locally known as Spectrum, letters regarding upcoming changes effective on or after November 12, 2019.
    - 1. County of Winnebago
    - 2. Township of Harlem
    - 3. Township of Rockton
    - 4. Township of Roscoe
  - C. County Clerk Gummow submitted from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.
  - D. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of October 1, 2019.

## CONSENT AGENDA

32. Chairman Haney entertained a motion to approve the Raffle Report, seconded by Board Member Gerl. Motion was approved by a voice vote. (Board Member Fellars abstained.) (Board Members Crosby, Salgado, and Schultz were absent.)

33. Chairman Haney entertained a motion to approve the Consent Agenda for October 24, 2019 (Bills, and County Board Minutes of September 26, 2019 and to layover the County Board Minutes of October 10, 2019). Board Member Gerl moved for the approval of the Consent Agenda, seconded by Board Member Hoffman. The motion was approved by a voice vote. (Board Members Crosby, Salgado, and Schultz were absent.)
34. Chairman Haney entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Bilich, Gerl, and Kelley were absent.) The meeting was adjourned at 8:00 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
NOVEMBER 14, 2019**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 14, 2019 at 6:02 p.m.
2. Chairman Haney announced the following Agenda Changes:  
  
Please move the Operations & Administrative Committee to the end of the Meeting and move the Personnel and Policies Committee up. There will be a "Closed Session" before the Operations & Administrative Committee.
3. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, McDonald, Redd, Salgado, Tassoni, Webster, and Wescott were present) (Board Members Fiduccia, Nabors, and Schultz were absent.)
4. Chairman Haney asked for a moment of silence for a recently deceased Winnebago County Corrections Officer.
5. County Board Member Crosby gave the invocation and led the Pledge of Allegiance.

**AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION**

6. Awards - None
- Proclamations - None
- Presentations - None

**PUBLIC COMMENT**

7. Josh Morgan, station manager at 13 WREX spoke of reviewing recordings and minutes of a "Closed Session" meeting on May 2, 2019 regarding the 911 Agreement with Municipalities.

Chairman Haney read the Public Comment Disclaimer.

Justin Zougg a Winnebago County resident spoke of his disappointment with the County Board. Discussion by Board Members Webster, Kelley, and Crosby.

**BOARD MEMBER CORRESPONDENCE**

8. None.

**CHAIRMAN'S REPORT**

9. Capital Improvement Plan (CIP) – Chairman Haney spoke of the Sheriff’s request for body cameras and options for funding.

Dekalb County Fair Map Process – Chairman Haney would like to take the politics out of drawing political maps at a State level.

Landfill Discussion – Chairman Haney announced the Attorney General will be back in court with the Landfill on the 21<sup>st</sup>.

Chairman Haney would like clarification regarding “Open and Closed Sessions.” Discussion by Board Member Goral.

### ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

1. A letter regarding a meeting with Exelon Generation Company, LLC Regarding License Amendment Request to Revise the Allowable Value for Reactor Water Cleanup System Isolation for the James A. FitzPatrick Nuclear Power Plant.
2. Reassignment of the U.S. Nuclear Regulatory Commission Branch Chief in the Division of Operating Reactor Licensing for Plant Licensing Branch III.
3. Federal Register / Vol. 84, No. 204 / Tuesday, October 22, 2019 / Notices.
4. Byron Station, Units 1 and 2: Operator Licensing Examination Approval.
5. Federal Register / Vol. 84, No. 214 / Tuesday, November 5, 2019 / Notices.

- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency the following:

1. Public Notice Proposed Issuance of a Federally Enforceable State Operating Permit Rock Rover Water Reclamation District in Rockford.
2. Public Notice regarding the National Pollutant Discharge Elimination System.
3. Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Application providing an evaluation of groundwater quality for wells G51S and G49D in accordance with Conditions VII.27 and VII.28 of Permit Modification No. 94.

- C. County Clerk Gummow submitted from Eagle Creek Renewable Energy a notification regarding Rockton Hydroelectric Project (FERC No. 2373-012) Dixon Hydroelectric

Project (FERC No. 2446-051) Consultation for Scheduling the Joint Meeting, Site Visits, and Request for RSVP.

- D. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for September, 2019 Bank Balances.
- E. County Clerk Gummow submitted from Comcast the following:
  - 1. Xfinity TV Channel Update
  - 2. Cartoon Network and Cartoon Network HD Moving to Digital Preferred Package

### **CONSENT AGENDA**

- 11. Chairman Haney entertained a motion to approve the Consent Agenda for November 14, 2019 (Raffle Report and County Board Minutes of October 10, 2019 and to layover the County Board Minutes of October 24, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Crosby. The motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **COUNTY ADMINISTRATOR'S REPORT**

- 12. No Report.

### **DEPARTMENT HEAD UPDATES**

- 13. Supervisor of Assessments, Tom Hodges gave a brief update on the 2019 Assessment Complaints. Discussion by Board Member Webster.

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

- 14. Board Member Salgado read in for the first reading of a Budget Amendment 2020-001 Teen Pregnancy to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend the rules was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-001 Teen Pregnancy, seconded Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
- 15. Board Member Salgado read in for the first reading of a Budget Amendment 2019-033 Ware Building Improvements to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion to suspend the rules was approved by a voice

vote. (Board Members Fiduccia, Nabors, and Schultz were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-033 Ware Building Improvements, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman. Motion was approved by voice vote. (Board Member McDonald voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.)

16. Board Member Salgado read in for the first reading of a Budget Amendment 2020-002 Probation to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion to suspend the rules was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-002 Probation, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman, Chairman Haney, and Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
17. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Robert Zimmerman Versus Winnebago County, seconded by Board Member Gerl. Motion was approved by Board Member Gerl. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)
18. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Frank Ventre Versus Winnebago County, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
19. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Scott Johnston Versus Winnebago County, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)

Board Member Salgado spoke of Capital Projects and a letter from the Attorney General regarding the "Closed Meeting Act." Board Member Salgado added for the record that he and Board Member McDonald received a letter from the Attorney General and was sent to Deputy State's Attorney Kurlinkus and the State's Attorney's Office and they responded and sent the recordings to see if there was a foiable violation based on the "Closed Meeting Act." Board Member Salgado was aware that the State's Attorney would file an appeal. Discussion by Chairman Haney, State's Attorney Hite-Ross, and Board Member Salgado.

#### **ZONING COMMITTEE**

20. No Report.

#### **ECONOMIC DEVELOPMENT**

21. Board Member Bilich made a motion to approve an Ordinance Amending The Winnebago County Code Of Ordinances By The Addition Of Article VI To Chapter 78, Imposing A County Cannabis Retailers' Tax Laid Over from October 24, 2019 Meeting, seconded by Board Member

Fellars. Discussion by State's Attorney Hite-Ross and Board Members Arena, Bilich. Board Member Butitta made a motion to amend the Ordinance to remove the unincorporated Winnebago County portion of the language that would allow for a tax in the unincorporated portions of Winnebago County. Motion failed for a lack of a second. Motion to approve the Ordinance was approved by a roll call vote of 16 yes and 1 no vote. (Board Member Butitta voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.)

22. Board Member Bilich made a motion to approve an Ordinance Amending The Winnebago County Code Of Ordinances To Provide For Video Gaming As Allowed By The Illinois Video Gaming Act Laid Over from October 24, 2019 Meeting, seconded by Board Member Butitta. Discussion by Board Member Bilich. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **PERSONNEL AND POLICY COMMITTEE**

23. Board Member Boomer made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Gallagher Bassett for Third Party Administrator Fees for Workers Compensation and Liability Claims, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
24. Board Member Boomer made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property, Causality, and Workers Compensation Coverage, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

25. Chairman Haney entertained a motion to go into Closed Session to discuss Litigation. Board Member Fellars made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Kelley. The motion failed by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)
26. Board Member McDonald made a motion to send back to committee an Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste Laid Over from October 24, 2019 Meeting, seconded by Board Member Boomer. Discussion by Chairman Haney, State's Attorney Hite-Ross, and Board Members Crosby, Arena, Goral, Fellars, and Butitta. Board Member Boomer made a motion to call the question, seconded by Board Member Wescott. Motion to call the question was approved by a roll call vote of 15 yes and 2 no votes. (Board Members Booker and Crosby voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.) Motion to send back to committee was approved by a roll call vote of 10 yes and 7 no votes. (Board Members Booker, Butitta, Crosby, Fellars, Goral, Hoffman, and Kelley voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **PUBLIC WORKS**

27. No Report.

## PUBLIC SAFETY

28. Board Member Booker announced there will be a Public Safety Committee Meeting next Wednesday.

## UNFINISHED BUSINESS

29. Chairman Haney entertained a motion to approve the Board Appointment. Board Member Gerl made a motion to approve the Board Appointment (listed below), seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)

A. Otter Creek Lake Utility District

1. **Edwin Herman**  
Davis, IL  
October 2019 – October 2024

## NEW BUSINESS

30. Land Bank Abandonment IGA (Referred to Economic Development Committee) - Director of Development Services Dornbush gave a brief explanation regarding the Land Bank Abandonment IGA. Discussion by Board Member Arena.

Chairman Haney spoke of his disappointment during the County Board Meeting regarding ending “hot topic” discussions too early and would like announce for the record that he will never stop a Board Member from sharing his or her opinion. Board Member Webster responded to Chairman Haney’s comment. Board Member Webster explained he called “Point of Order” and believes discussion and debates should be among Board Members. Board Member Webster reported that under Ordinance, a Chairman runs the meeting but not his position to take part in debate and discussion on the Board floor. Board Member Webster turned to State’s Attorney Hite-Ross for clarification regarding “Point of Order.” State’s Attorney Hite-Ross explained that a memo was previously sent out regarding “Point of Order.” Discussion by Deputy State’s Attorney Kurlinkus and Board Member Hoffman.

31. Chairman Haney entertained a motion to go into Closed Session to discuss Opioid Litigation. Board Member Fellars made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Crosby. The motion was approved by a voice vote. The Meeting closed at 7:30 p.m.

Board Members McDonald and Fellars departed at 7:30 p.m.

32. The Meeting reconvened at 7:50 p.m. Chairman Haney announced that no action was taken during the Closed Session.

33. Chairman Haney entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Kelley. Motion was approved by a voice vote. (Board Members Fellars, Fiduccia, Nabors, McDonald, and Schultz were absent.) The meeting was adjourned at 7:51 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

ar

# **ADMINISTRATOR'S REPORT**

# **DEPARTMENT HEAD UPDATES**

# **FINANCE COMMITTEE**

November 26, 2019 Board Meeting

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

2019 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAMIE SALGADO

**RESOLUTION APPROVING AN AGREEMENT BETWEEN  
THE COUNTY OF WINNEBAGO AND AXON ENTERPRISE, INC.,  
FOR BODY WORN CAMERAS, IN-CAR VIDEO SYSTEMS AND TASERS,  
ALONG WITH RELATED HARDWARE, SOFTWARE AND STORAGE**

**WHEREAS**, Illinois' Governmental Joint Purchasing Act, 30 ILCS 525/0.01 *et seq.*, provides that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units; and

**WHEREAS**, Section 3-357(7) of the Winnebago County Code of Ordinances ("County Code") allows the County of Winnebago, Illinois ("the County") to purchase goods and services without undergoing a competitive bid process if the County is using pricing obtained from another public agency through a competitive process; and

**WHEREAS**, the County is a member of National Purchasing Powers, Government Cooperative Purchasing Program ("NPPGov"), a national cooperative purchasing organization that provides access to contracts for its members through a Request for Proposal process conducted by a lead participating public agency; and

**WHEREAS**, the County has determined that it is in their best interest to jointly purchase body-worn cameras, in car video systems and tasers, along with related hardware, software and storage on behalf of the Winnebago County, Illinois Sheriff's Office through NPPGov, and specifically, through the Public Procurement Agency ("PPA") Master Price Agreement ("PPA Agreement") entered into between Taser International (now known as Axon Enterprise, Inc.) and PPA on or about October 28, 2015, and as amended, most recently on or about March 14, 2019, said PPA Agreement and amendments attached to and incorporated herein as Attachment A; and

**WHEREAS**, Axon Enterprise, Inc. ("Axon") agrees to provide to the County the devices and services set forth in the price quote, attached hereto as Exhibit 1 and;

**WHEREAS,** Axon warrants it is ready, willing and able to deliver the devices and services set forth in Exhibit 1, all on pricing terms equivalent to or more favorable to the County than those contained in the PPA Agreement, as set forth in Attachment A;

**NOW, THEREFORE BE IT RESOLVED,** by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Master Services and Purchasing Agreement with Axon Enterprise, Inc., attached hereto as Exhibit 2.

**BE IT FURTHER RESOLVED** that the Master Services and Purchasing Agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Master Services and Purchasing Agreement which is attached to this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and Interim County Administrator.

**Respectfully submitted,**  
**FINANCE COMMITTEE**

AGREE

DISAGREE

\_\_\_\_\_  
Jaime Salgado, Chairman

  
\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
David Boomer

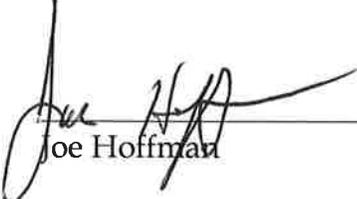
  
\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
David Fiduccia

  
\_\_\_\_\_  
David Fiduccia

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

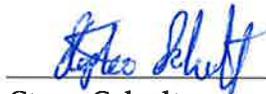
  
\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Joe Hoffman

  
\_\_\_\_\_  
Keith McDonald

\_\_\_\_\_  
Keith McDonald

\_\_\_\_\_  
Steve Schultz

  
\_\_\_\_\_  
Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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

# Office of the Sheriff

Winnebago County



Gary Caruana  
Sheriff



650 West State Street  
Rockford, Illinois 61102  
815-319-6000

## AXON PUBLIC SAFETY FAQs:

### What are the financial commitments for this proposal?

- This is a very unique proposal with elements not generally offered by Axon, making it extremely beneficial to Winnebago County.
- Axon is outlying \$2.4M worth of hardware software and services for just over \$300K to be paid the first year (through the Sheriff's commissary budget). There is no cost to the County in the first year for this proposal.
- The proposal's structure offers interest-free financing – Axon carries the interest and assumes the risk. This reduces the cost of the large capital expense for the county, which has to be made every five years to stay current.
- Since year 1 does not include a cost to the County, the board has a full year to confirm the funding for years 2-5.
- There is an "out clause" (called non-appropriations) should the board not be able to identify necessary funding for years 2 -5.
- Because this is a non-standard proposal which offers the County numerous benefits not generally extended to clients, the offer expires at the end of the year. After December 31, an entirely new contract would need to be developed.

### Why can't we wait to buy these products?

- In-car cameras have already surpassed their end of life at this time.
- The Sheriff's Tasers have now reached the end of their useful life. The County has been warned that these devices have become unreliable and may fail in a critical situation. This poses a significant safety risk to deputies and significant financial risk to the County.
- It is likely that body-worn cameras will soon be state mandated.
- The public largely expects body-worn and in-car cameras, and views them as public safety best practice. This is especially true for juries during trials, known as the CSI effect.
- The specialized proposal/budgeting options provided by Axon in this proposal are extremely advantageous to the County, but expire at the end of the year.

295<sup>th</sup> Nationally Accredited



Law Enforcement Agency

**Why wasn't this proposal put out in a RFP? Why is this a sole sourced bid?**

- Axon is the only organization which can provide all of these products/services, which is why Winnebago County is receiving special discounted pricing.
- If the bundled products were individually sourced, the total costs from multiple vendors would far exceed this proposal.
- If the county were to receive these products/services from several different vendors it would not only cost more, but it would be a disjointed system. Axon's products work seamlessly together within a connected ecosystem.
- Numerous communities large and small across the country used a sole source to purchase Axon products.

**What's the risk for not approving this contract?**

- One lawsuit could pay for the entire contract, potentially multiple times over.
- Deputies must rely on and take less-effective tools into the field leading to injury or worse.
- The County delays a decision until after December 31, at which time it must be renegotiated and the program could likely cost up to \$500K more.
- The items outlined in this package become state mandates, and the County is forced to purchase these items at a higher overall cost.



# AXON

**Winnebago County Sheriff's Office - IL**

**AXON SALES REPRESENTATIVE**

Kelsey Donohue  
(480) 430-0743  
kelsey@taser.com



**ISSUED**  
10/17/2019

Q-221534-43755.883KD



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-221534-43755.883KD**

Issued: 10/17/2019

Quote Expiration: 11/30/2019

Account Number: 198594

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

Gary Caruana  
 Winnebago County Sheriff's Office - IL  
 650 W. STATE ST.  
 ROCKFORD, IL 61102  
 US

**BILL TO**

Winnebago County Sheriff's Office - IL  
 650 W. STATE ST.  
 ROCKFORD, IL 61102  
 US

**SALES REPRESENTATIVE**

Kelsey Donohue  
 Phone: (480) 430-0743  
 Email: kelsey@taser.com  
 Fax:

**PRIMARY CONTACT**

Gary Caruana  
 Phone: (815) 319-6005  
 Email: caruanag@wco-so-il.us

**Year 1 - Patrol**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	93	0.00	0.00	0.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	9	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	90	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	3,720	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	93	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	93	0.00	0.00	0.00
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR	93	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR	93	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	32	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	960	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	93	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	93	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	186	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	186	0.00	0.00	0.00

## Year 1 - Patrol (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	186	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	186	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	186	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	186	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	93	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	111	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	111	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	87	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	6	0.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	12	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	12	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	12	42.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	24	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	24	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	93	699.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	93	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	186	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	93	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	93	0.00	0.00	0.00
<b>Other</b>					
73453	OFFICER SAFETY PLAN 7 PLUS	93	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	93	0.00	0.00	0.00

## Year 1 - Patrol (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
75000	SIGNAL SIDEARM ADHESIVE MOUNT	93	0.00	0.00	0.00
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	93	0.00	0.00	0.00
73465	Performance Service: 5 Year	93	0.00	0.00	0.00
71019	NORTH AMERICA POWER CORD	12	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	93	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	93	2,388.00	0.00	0.00
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 1 - Jail

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	40	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	1,600	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	40	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	40	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	2,000	0.00	0.00	0.00

**Year 1 - Jail (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	40	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	40	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	80	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	80	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	80	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	80	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	80	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	80	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	40	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	48	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	48	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	36	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	4	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	5	1,495.00	1,495.00	7,475.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	42.00	42.00	210.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	5	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	12	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	12	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	40	699.00	699.00	27,960.00
11534	USB SYNC CABLE, FLEX 2	40	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	50	699.00	699.00	34,950.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	50	0.00	0.00	0.00

**Year 1 - Jail (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	50	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	50	0.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera	50	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	7	1,495.00	1,495.00	10,465.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay	7	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	40	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	40	0.00	0.00	0.00
<b>Other</b>					
73450	OFFICER SAFETY PLAN 7	40	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	40	0.00	0.00	0.00
71019	NORTH AMERICA POWER CORD	5	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR	40	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	40	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	40	1,788.00	3,874.27	154,970.80
71019	NORTH AMERICA POWER CORD	7	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	50	0.00	0.00	0.00
73461	Evidence.com Unlimited Plus License Annual Payment	50	1,068.00	1,068.00	53,400.00
73500	REDACTION ASSISTANT 151-350 SW AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73503	REDACTION ASSISTANT 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
73580	CITIZEN FOR COMMUNITIES 151-350 SW AGENCY LICENSE: 5 YEAR	1	0.00	0.00	0.00
73583	CITIZEN FOR COMMUNITIES 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
<b>Services</b>					
85055	AXON FULL SERVICE	1	17,000.00	17,000.00	17,000.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	17,000.00	17,000.00	17,000.00

### Year 1 - Jail (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services (Continued)</b>					
85144	AXON STARTER	1	2,750.00	2,750.20	2,750.20
				Subtotal	326,181.00
				Estimated Tax	0.00
				Total	326,181.00

### Year 1 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	55	1,548.00	0.00	0.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	55	0.00	0.00	0.00
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	55	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	55	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)	55	1,509.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	55	0.00	0.00	0.00
11511	ROUTER ANTENNA, FLEET	55	270.00	0.00	0.00
<b>Services</b>					
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	55	1,200.00	0.00	0.00
11620	ADDITIONAL CUSTOM FLEET TRIGGER and INSTALLATION (1 PER)	110	99.00	0.00	0.00
<b>WiFi Offload</b>					
74074	WI-FI OFFLOAD SERVER HARDWARE	3	3,500.00	0.00	0.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	3	600.00	0.00	0.00
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	3	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

### Year 1 - Trade-In Credit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	50	0.00	0.00	0.00
20148	TASER 7 TRADE-IN CEW TAP	50	0.00	0.00	0.00
20149	TASER 7 TRADE-IN TCAM TAP	50	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	3	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	3	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	3	0.00	0.00	0.00
71088	AXON FLEET 2 KIT	1	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	1	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	3	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 2 - Patrol

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	32	468.00	468.00	14,976.00
85110	EVIDENCE.COM INCLUDED STORAGE	960	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	186	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	186	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	186	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	186	0.00	0.00	0.00
<b>Other</b>					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00

**Year 2 - Patrol (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	93	2,388.00	2,612.33	242,946.69
				Subtotal	257,922.69
				Estimated Tax	0.00
				Total	257,922.69

**Year 2 - Jail**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	80	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	80	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	80	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	80	0.00	0.00	0.00
<b>Other</b>					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	40	1,788.00	1,266.43	50,657.20
73461	Evidence.com Unlimited Plus License Annual Payment	50	1,068.00	1,068.00	53,400.00
73583	CITIZEN FOR COMMUNITIES 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
73503	REDACTION ASSISTANT 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
				Subtotal	104,057.20
				Estimated Tax	0.00
				Total	104,057.20

**Year 2 - Fleet**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	55	1,548.00	2,660.65	146,335.75
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	55	0.00	0.00	0.00
<b>WiFi Offload</b>					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	3	600.00	600.00	1,800.00
				Subtotal	148,135.75
				Estimated Tax	0.00
				Total	148,135.75

**Year 3 - Patrol**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	32	468.00	468.00	14,976.00
85110	EVIDENCE.COM INCLUDED STORAGE	960	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	186	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	186	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	186	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	186	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	12	0.00	0.00	0.00
<b>Other</b>					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	93	2,388.00	2,612.33	242,946.69
73309	AXON BODY CAMERA REFRESH ONE	93	0.00	0.00	0.00
Subtotal					257,922.69
Estimated Tax					0.00
Total					257,922.69

**Year 3 - Jail**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	80	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	80	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	80	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	80	0.00	0.00	0.00

### Year 3 - Jail (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	5	0.00	0.00	0.00
<b>Other</b>					
73309	AXON BODY CAMERA REFRESH ONE	40	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	40	1,788.00	1,266.43	50,657.20
73461	Evidence.com Unlimited Plus License Annual Payment	50	1,068.00	1,068.00	53,400.00
73583	CITIZEN FOR COMMUNITIES 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
73503	REDACTION ASSISTANT 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
Subtotal					104,057.20
Estimated Tax					0.00
Total					104,057.20

### Year 3 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	55	1,548.00	2,660.65	146,335.75
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	55	0.00	0.00	0.00
<b>WiFi Offload</b>					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	3	600.00	600.00	1,800.00
Subtotal					148,135.75
Estimated Tax					0.00
Total					148,135.75

### Year 4 - Patrol

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	32	468.00	468.00	14,976.00
85110	EVIDENCE.COM INCLUDED STORAGE	960	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	186	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	186	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	186	0.00	0.00	0.00

### Year 4 - Patrol (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	186	0.00	0.00	0.00
<b>Other</b>					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	93	2,388.00	2,612.33	242,946.69
				Subtotal	257,922.69
				Estimated Tax	0.00
				Total	257,922.69

### Year 4 - Jail

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	80	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	80	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	80	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	80	0.00	0.00	0.00
<b>Other</b>					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	40	1,788.00	1,266.43	50,657.20
73461	Evidence.com Unlimited Plus License Annual Payment	50	1,068.00	1,068.00	53,400.00
73583	CITIZEN FOR COMMUNITIES 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
73503	REDACTION ASSISTANT 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
				Subtotal	104,057.20
				Estimated Tax	0.00
				Total	104,057.20

### Year 4 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	55	1,548.00	2,660.65	146,335.75
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	55	0.00	0.00	0.00

### Year 4 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>WiFi Offload</b>					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	3	600.00	600.00	1,800.00
				Subtotal	148,135.75
				Estimated Tax	0.00
				Total	148,135.75

### Year 5 - Patrol

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	32	468.00	468.00	14,976.00
85110	EVIDENCE.COM INCLUDED STORAGE	960	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	186	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	186	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	186	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	186	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	12	0.00	0.00	0.00
<b>Other</b>					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	93	2,388.00	2,612.33	242,946.69
73310	AXON BODY CAMERA REFRESH TWO	93	0.00	0.00	0.00
				Subtotal	257,922.69
				Estimated Tax	0.00
				Total	257,922.69

### Year 5 - Jail

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	80	0.00	0.00	0.00

## Year 5 - Jail (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	80	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	80	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	80	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	5	0.00	0.00	0.00
<b>Other</b>					
73310	AXON BODY CAMERA REFRESH TWO	40	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	40	1,788.00	1,266.43	50,657.20
73461	Evidence.com Unlimited Plus License Annual Payment	50	1,068.00	1,068.00	53,400.00
73583	CITIZEN FOR COMMUNITIES 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
73503	REDACTION ASSISTANT 151-350 SWORN ANNUAL PAYMENT	1	28,800.00	0.00	0.00
				Subtotal	104,057.20
				Estimated Tax	0.00
				Total	104,057.20

## Year 5 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	55	1,548.00	2,660.65	146,335.75
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	55	0.00	0.00	0.00
<b>WiFi Offload</b>					
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	3	600.00	600.00	1,800.00
				Subtotal	148,135.75
				Estimated Tax	0.00
				Total	148,135.75

**Grand Total 2,366,643.56**



## Discounts (USD)

Quote Expiration: 11/30/2019

List Amount	2,919,096.00
Discounts	552,452.44
<b>Total</b>	<b>2,366,643.56</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - Patrol	0.00
Year 1 - Jail	326,181.00
Year 1 - Fleet	0.00
Year 1 - Trade-In Credit	0.00
Spares	0.00
Year 2 - Patrol	257,922.69
Year 2 - Jail	104,057.20
Year 2 - Fleet	148,135.75
Year 3 - Patrol	257,922.69
Year 3 - Jail	104,057.20

## Summary of Payments (Continued)

Payment	Amount (USD)
Year 3 - Fleet	148,135.75
Year 4 - Patrol	257,922.69
Year 4 - Jail	104,057.20
Year 4 - Fleet	148,135.75
Year 5 - Patrol	257,922.69
Year 5 - Jail	104,057.20
Year 5 - Fleet	148,135.75
<b>Grand Total</b>	<b>2,366,643.56</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

**Axon Fleet In-Car Recording Platform**

This document details a proposed system design

Agency Created For: Winnebago County Sheriff's Office - IL

Quote: Q-221534-43755.883KD

<b>Sold By:</b>	Kelsey Donohue
<b>Designed By:</b>	Matthew Karsten
<b>Installed By:</b>	Axon
<b>Target Install Date:</b>	



<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Axon will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

<b>Network Requirements</b>	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
<b>Network Addressing</b>	<b>IP Addressing</b>		<b>Total IPs Required</b>
	Axon Fleet Cameras	110	220
	Mobile Data Terminal	55	
	Cradlepoint IBR900-1200	55	
<b>Hardware Provisioning</b>	Customer to provide all IP addressing and applicable network information		

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<p><b>Project Management</b></p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p><b>Vehicle Installation</b></p>	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<p><b>Custom Trigger Installation</b></p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p><b>Training</b></p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

## WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 25 concurrent vehicles offloading at any given time.
	3 servers are required to facilitate the offload of in-car data to Evidence.com
	5 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900-1200 will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Axon will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
Servers will maintain a Sustained Disk Write Speed of Mbps.	
An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.	

## Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps
	Shifts per Day	3	Shifts
	Maximum Offline Time	3	Days
	Hours Of video Recorded Per Shift	2	Hours
	Number of Vehicles per Shift at Site	25	Vehicles
	Max Concurrent Vehicles Offloading	25	Vehicles
	Available Internet Upload Bandwidth	1000	Mbps
Variables	Vehicle Offload Time	20	Minutes
	Wi-Fi Overhead	1	Percent
	Network Protocol Overhead	1	Percent
	Max Storage Utilization %	95	Percent
Results	Data Size per Vehicle / Shift	6300	MB

## Network Considerations

Results	Required Throughput Per Verhicle	42	Mbps
	Minimum Wi-Fi Speed	42	Mbps
	Total Data per Shift	153.81	GB
	Total Data per Day	461.43	GB
	Total Offload Bandwidth	1050	Mbps
	Total Storage	145713.4	GB
	Required Sustained Network Bandwidth	1094	Mbps
	Sustained Disk Write Speed	131	Mbps
	Min. Supportable Throughput to E.com	43.75	Mbps
	E.com Throughput Difference	956.25	Mbps

## Notes

Execution of this quote will terminate contracts associated with Q-16739 (executed contract #00003188) with Axon and will start a new 60 month contract.

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

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

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

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

### Axon's Sales Terms and Conditions

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Kelsey Donohue at [kelsey@taser.com](mailto:kelsey@taser.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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***Axon Internal Use Only***		
		SFDC Contract#:  Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the County of Winnebago, Illinois ("**County**") on behalf of the Winnebago County Sheriff's Office - IL ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and the County are each a "**Party**" and collectively "**Parties**". This Agreement governs the County's purchase and Agency's use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues for 5 years ("**Term**") unless terminated earlier or extended pursuant to the terms of this Agreement. The County may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within the County's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 3 **Payment.** Axon invoices upon shipment. After receipt of invoices and all supporting documentation necessary for the County and/or Agency to verify the satisfactory delivery of work, Services or Axon Devices to be provided under this Agreement, payment is due on said invoices pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The Agency will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the Agency to verify the satisfactory delivery of Axon Services and Devices. The County shall not be obligated to pay for any work, Services, or Axon Devices that were not ordered by the Agency or that are non-compliant with the terms and conditions of this Agreement. Any Axon Devices, work or Services which fail tests and/or inspections by the Agency are subject to correction, exchange or replacement at the cost of Axon.
- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless the County provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB Destination via common carrier. Title and risk of loss pass to Agency upon delivery to the Agency. However, Axon 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 Axon of its obligation to supply satisfactory Services and Axon Devices which conform to the Agreement. Axon will be responsible for any errors in shipments that are the fault of Axon. Agency is responsible for any shipping charges in the Quote.
- 6 **Returns.** All sales are final, Axon does not allow refunds or exchanges, except as otherwise stated in the Agreement. However, the County will not be obligated to pay for any Services and /or Axon Devices that were not ordered by the Agency or are non-compliant with the terms and conditions of the Quote.
- 7 **Warranty.**
  - 7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from

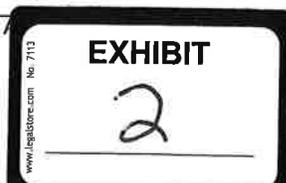
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defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the price of the Agreement. Neither Party will be liable to the other party for special, indirect, incidental, punitive or consequential damages, arising from this Agreement.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Records, Axon CAD, Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

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- 11** **Insurance.** Axon shall maintain at Axon's own expense during the term of this Agreement and during the time period following expiration if Axon is required to return and perform any work, Services or operations, the following insurance coverages and requirements: Commercial General Liability with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability, with the policy containing contractual liability coverage for liability assumed under the Agreement and all other contracts related to the Agreement as well as Products/Completed Operations liability; Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 per accident or illness, \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee or the full per occurrence limits of the policy, whichever is greater; Automobile Liability insurance when any motor vehicles (owned, non-owned or hired) are used in connection with work, Services or operations are to be performed of not less than \$1,000,000 per occurrence limit for bodily injury and property damage; Technology Errors and Omissions Insurance at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information), arising out of the performance of professional services under this Agreement, with the required coverage shall extend to technology licensed and/or purchased, including any software licensed or hardware purchased under this Agreement. If Technology Errors and Omission Insurance is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The Technology Errors and Omissions Insurance shall be continuous and will be provided for 24 months following the completion of the Agreement. Axon must furnish the Winnebago County, Illinois, Director of Purchasing, 404 Elm Street, Rockford, Illinois, original certificates of insurance or such similar evidence, to be in force on the date of this Agreement, and renewal certificates of insurance or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Axon must submit evidence of insurance prior to the effective date of this Agreement.
- 12** **Indemnification.** Axon must defend, indemnify, keep and hold harmless the County and Agency's elected and appointed officials, its officers, representatives, agents and employees ("**County and Agency 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 Axon, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation. Axon expressly understands and agrees that any insurance protection required of Axon, or otherwise provided by Axon, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County and Agency as hereinabove provided.
- 13** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. County and Agency will not cause any Axon proprietary rights to be violated.
- 14** **IP Indemnification.** Axon will indemnify County and Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. County and/or Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15** **Agency Responsibility.** Agency is responsible for (a) Agency's use of Axon Devices; (b); breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices. However, said Agency responsibility in no

way alters, modifies and/or waives Axon's indemnification obligations under Paragraphs 12 and 14 of this Agreement

**16 Termination.**

**16.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If County terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

**16.2 By County.** If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Axon in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made to Axon under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**16.3 Early Termination.** In addition to termination under Sections 17.1 and 17.2 of this Agreement, the County may terminate this Agreement at any time with 30 days notice in writing from the County to Axon. The effective date of termination will be the date the notice is received by Axon or the date stated in the notice, whichever is later. After the termination notice is received, Axon must restrict its activities, and those of its subcontractors, to activities pursuant to the direction of the County and/or Agency. Axon will issue a refund to the County of any prepaid amounts on a prorated basis from the date of notice of termination. Axon is not entitled any anticipated profits on Services, works or Axon Devices that have not been provided to the Agency. Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

**16.4 Confidentiality.** Other than Agency Content which is discussed in the Axon Cloud Services appendix in this Agreement, and otherwise required to be disclosed by law, all deliverables and reports, findings or information in any form prepared, assembled, encountered by or provided by Axon under this Agreement are property of Axon. To the extent that Axon develops a work for Agency's sole and exclusive use, Axon will grant the Agency a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. Axon will retain all intellectual property rights and ownership in such work. Further, all Confidential Information provided to Axon by the Agency must not be made available to any other individual or organization without the prior written consent of the Agency. Axon 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 Axon 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 Axon's possession by reason of this Agreement, Axon must immediately give notice to the Agency and the Winnebago County, Illinois State's Attorney's Office Civil Bureau with the understanding the County and/or Agency will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Axon, however, is 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 and/or Agency receives confidential information from Axon, the County and/or Agency may make any disclosure that in the reasonable opinion of the County and/or Agency is legally required under the Illinois Freedom of Information Act or other legal requirement. The

confidentiality provisions contained in this Agreement shall survive expiration or termination of this Agreement.

17 **Records/Data**

**17.1 Records/Data Retention. Officer-Worn Body Cameras.** To the extent such data, records and/or Services and Axon Devices include images, videos, metadata, data or other information captured by officer-worn body cameras, Axon must maintain and dispose of such data, records and/or Services in accordance with 50 ILCS 706/10-20(a)(7), which specifies the requirements of the Illinois Law Enforcement Officer-Worn Body Camera Act, or otherwise in accordance with this Agreement.

**17.2 Records/Data Retention. In-Car Video Cameras.** To the extent such data, records and or Services and Axon Devices include images, videos, metadata, data or other information captured by In-Car cameras, Axon must maintain and dispose of such data, records and/or Services in accordance with 720 ILCS 5/14-3(h-15), 50 ILCS 205/7 or otherwise in accordance with this Agreement.

**17.3 All Other Records.** To the extent records related to this Agreement do not include images, videos, metadata, data or other information captured by office-worn body cameras, or In-Car Video Cameras and is a "public record" as defined by the Illinois Local Records Act at 50 ILCS 205/3, Axon must maintain such data records as required by the Illinois Local Records Act. Axon must not dispose of such records, Services and data following the expiration of the relevant period without notification of and written approval from the Agency. For avoidance of doubt, this Section 17.3 does not apply to Agency Content.

**17.4 Freedom of Information Act.** In addition to the records/data to be stored by Axon (or its subcontractors), all records/data that are possessed by Axon (or its subcontractors) in its service to the County and Agency to perform a governmental function are public records of the County and/or Agency pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under FOIA. FOIA requires that the County and/or Agency produce records in a very short period of time. If Axon receives a request from the County and/or Agency to produce records/data, Axon shall do so within 72 hours of the notice.

**"Confidential Information" means nonpublic 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. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.**

18 **General.**

**18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**18.2 Independent Contractor.** 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 Axon and the County and/or Agency. The rights and the obligations of the Parties are only those set forth in this Agreement. Axon must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County and Agency. The County and Agency will not be liable under or by reason of this Agreement for the payment of any workers' compensation award or damages in connection with Axon performing the Services required under this Agreement.

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- 18.3 Third-Party Beneficiaries.** The Parties agree that this Agreement is solely for the benefit of the County, the Agency and Axon and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.
- 18.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. In no case will any assignment relieve Axon from its obligations, or change the terms of this Agreement. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate organization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment if provided for under the terms and conditions of this Agreement, Warranty, Device Warnings, Indemnification, IP Rights and Agency Responsibilities.
- 18.10 Governing Law.** This Agreement will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Axon hereby irrevocably submits, and will cause its 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.
- 18.11 Notices.** All communications and notices to the County, and/or Agency and Axon must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the respective addresses set forth below. All such notices shall be deemed effective on the day delivered personally, on the sent date of the email, or if deposited in the U.S. Mail, postage prepaid registered or certified, return receipt requested, on the date of receipt. Notice as provided herein does not waive service of summons or process. A copy of any communications or notices to the County and/or Agency relating to Agreement interpretation, a dispute, or indemnification obligations shall also be sent to the Winnebago County State's Attorney's Office's Civil Bureau at the respective address set forth below.

If to the County: Winnebago County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to the Agency: Winnebago County Sheriff  
Winnebago County Justice Center  
650 W. State Street



**Master Services and Purchasing Agreement**

Rockford, Illinois 61101

If to the Winnebago County State's Attorney's Office's Civil Bureau:  
Winnebago County State's Attorney's Office  
Civil Bureau  
Courthouse Building  
400 W. State Street, Suite 804  
Rockford, Illinois 61101

If to Axon:  
Axon Enterprise, Inc.  
Attention: Legal  
17800 N. 85<sup>th</sup> Street  
Scottsdale, Arizona 85255  
Email address: legal@axon.com

**18.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of Winnebago, Illinois**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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Date: \_\_\_\_\_

**Winnebago County Sheriff's Office – ILLINOIS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Axon Cloud Services Terms of Use Appendix**

**1 Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**2 Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote (**“Axon Evidence Subscription Term”**). Start dates for Axon Records and Axon Dispatch will be addressed through an SOW.

**3 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

**4 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

**5 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization

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of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

**7** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

**8** **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

**9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

**10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

**11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

**12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features,

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- functions, or graphics of Axon Cloud Services;
- 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited by Illinois or federal law, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

### Professional Services Appendix

- 1 Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

<b>System set up and configuration</b> <ul style="list-style-type: none"><li>• Setup Axon View on smartphones (if applicable)</li><li>• Configure categories and custom roles based on Agency need</li><li>• Register cameras to Agency domain</li><li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("<b>Dock</b>") access</li><li>• One on-site session included</li></ul>
<b>Dock configuration</b> <ul style="list-style-type: none"><li>• Work with Agency to decide the ideal location of Docks and set configurations on Dock</li><li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li><li>• On-site assistance, not to include physical mounting of docks</li></ul>
<b>Best practice implementation planning session</b> <ul style="list-style-type: none"><li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li><li>• Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management</li><li>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li><li>• Recommend rollout plan based on review of shift schedules</li></ul>
<b>System Admin and troubleshooting training sessions</b> <p>Step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<b>Axon instructor training (Train the Trainer)</b> <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>



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### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

- 3 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

#### System set up and configuration (Remote Support)

- Setup Axon Mobile on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

#### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

#### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

#### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

#### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

#### Best practice implementation planning session to:

- Provide considerations for the establishment of CEW policy and system operations best

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<ul style="list-style-type: none"> <li>practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<p><b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

**6 Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p><b>Return of Old Weapons</b> Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction</p>

\*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

**7 Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

**8 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

**9 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

**10 Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems,

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delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
  
- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
  
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

## Technology Assurance Plan Appendix

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").
- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.

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- 9 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due beyond the requirements of the Illinois Local Government Prompt Payment Act, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
  - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

**TASER 7 Appendix**

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4 **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5 **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

<b>Agency Size</b>	<b>Days to Return from TASER 7 Start Date</b>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 8 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection

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with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

**9** **Termination.** If payment for TASER 7 is more than 30 days past due beyond the requirements of the Illinois Local Government Prompt Payment Act, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

- 9.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 9.2.** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

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**Add-on Services Appendix**

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

### Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "Third-party Installer"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
  - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Wireless Microphone.** The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.



## Master Services and Purchasing Agreement

6 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

7 **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due beyond the requirements of the Illinois Local Government Prompt Payment Act, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

- 8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

## **Third Amendment to Public Safety Cameras Master Price Agreement**

### **Price List & Product Adjustment**

This Amendment to the Master Price Agreement is effective this 14th day of March, 2019 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Public Safety Cameras.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into an Amendment to the Master Price Agreement on or about June 7, 2017; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about June 11, 2018; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about March 8, 2019; and

WHEREAS, Public Safety Video Cameras, Hardware, Accessories, Payment Plans and Services and Training are available through the Master Price Agreement; and

WHEREAS, Vendor has begun supplying additional products and services related to Public Safety Video Cameras, Hardware, Accessories, Payment Plans and Services and Training; and

WHEREAS, Select products and services on the Master Price Agreement have become obsolete; and

WHEREAS, Vendor has provided notice on or about March 8, 2019 to include the new products and services at comparable pricing for the existing products and services in the Master Price Agreement and to remove the obsolete models; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment;

**ATTACHMENT A**

NOW, THEREFORE, Purchaser and Vendor enter into the following:

**AMENDMENT TO PUBLIC SAFETY CAMERAS  
MASTER PRICE AGREEMENT**

1. Adjustment to Pricing and Product Line on Public Safety Cameras.  
Attachment A to the Master Price Agreement shall be amended in its entirety to read as follow

**“ATTACHMENT A**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

**Axon Flex 2 Hardware and Accessories**

Model	Product Description	Price
	11528 FLEX 2 CAMERA, (ONLINE)	449.00
	11529 FLEX 2 CAMERA, (OFFLINE)	649.00
	11530 FLEX 2 T&E KIT	Variable
	11532 FLEX 2 CONTROLLER	250.00
	11533 CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48", FLEX 2	17.50
	11534 USB SYNC CABLE, FLEX 2	10.50
	11535 USB SYNC CABLE W/ WALL CHARGER, FLEX 2	15.00
	11536 DOCK, FLEX 2, 1-BAY + CORE	375.00
	11537 DOCK, FLEX 2, 6-BAY + CORE	1,495.00
	11538 DOCK, FLEX 2, 1-BAY	99.00
	11539 DOCK, FLEX 2, 6-BAY	1,195.00
	11541 T&E DOCK, FLEX 2, 1-BAY	Variable
	11542 T&E DOCK, FLEX 2, 6-BAY	Variable
	11544 OAKLEY FLAK JACKET KIT, FLEX 2	164.00
	11545 COLLAR MOUNT, FLEX 2	41.00
	11546 EPAULETTE MOUNT, FLEX 2	30.50
	11547 BALLCAP MOUNT, FLEX 2	29.00
	11548 UNIVERSAL HELMET MOUNT, FLEX 2	27.00
	11549 TACTICAL SWAT KIT, W/ ARC RAIL, FLEX 2	65.00
	11553 SYNC CABLE, USB A TO 2.5MM	10.00
	11554 CLIP, OAKLEY, FLEX 2	23.00
	11555 MOUNT, BALLISTIC VEST, FLEX 2	31.00
	11561 C-CLIP ADAPTOR, FLEX 2	12.00
	71026 MAGNET MOUNT, FLEXIBLE WITH RIBS, AXON RAPIDLOCK	29.00
	71037 LOW RIDER, HEADBAND, FLEX 2	29.00
	71038 MAGNET MOUNT, FLEXIBLE, BACK	13.00
	73031 VIEWER, IOS	265.00
	73081 WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT	14.95
	73082 WALL WART, 2 USB, 2.1/1.0 AMP CHARGER	14.95
	73092 VIEWER, ANDROID	249.00
	74052 WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, ROBIN	13.00

\* Camera system, multi-mount, viewer, case

**Axon Body 2 Hardware and Accessories**

Model	Product Description	Price
	74001 AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	499.00
	74004 AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	699.00
	74006 AXON CAMERA BATTERY PACK, AXON BODY 2, BLK	39.00

**Axon Body 2 and Flex 2 Controller Mounts \*\***

Model	Product Description	Price
	11507 MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	29.95
	11508 MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	39.95
	11509 BELT CLIP, RAPIDLOCK	29.95
	74018 Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	29.95
	74019 Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	29.95
	74020 MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	29.95
	74021 MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	29.95
	74022 SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	29.95
	74023 LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK	29.95
	74054 VELCRO MOUNT, RAPID LOCK	19.00
	11507 MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	29.95
	11508 MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	39.95
	11509 BELT CLIP, RAPIDLOCK	29.95
	74018 Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	29.95
	74019 Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	29.95

\* Two mounts are included (a la carte) for \$0; \$29.95 for each

additional mount.

**Axon Services**

Model	Product Description	Price
	50200 AXON RESIDENT ANALYST, FULL TIME	180,000.00
	50201 AXON RESIDENT ANALYST, PART TIME	60,000.00
	50203 FIELD ENGINEERING SERVICES (PER DAY), MATERIALS	1,000.00
	74111 FIELD ENGINEERING SERVICES (DAY RATE), TRAVEL	3,500.00
	80037 ADV USER MANAGEMENT ADD-ON: 1 YEAR	120.00
	80038 ADV USER MANAGEMENT ADD-ON: 2 YEAR	240.00
	80039 ADV USER MANAGEMENT ADD-ON: 3 YEAR	360.00
	80040 ADV USER MANAGEMENT ADD-ON: 4 YEAR	480.00
	80041 ADV USER MANAGEMENT ADD-ON: 5 YEAR	600.00
	80042 ADV USER MANAGEMENT ADD-ON: YEAR 1 PAYMENT	120.00
	80043 ADV USER MANAGEMENT ADD-ON: YEAR 2 PAYMENT	120.00
	80044 ADV USER MANAGEMENT ADD-ON: YEAR 3 PAYMENT	120.00
	80045 ADV USER MANAGEMENT ADD-ON: YEAR 4 PAYMENT	120.00
	80046 ADV USER MANAGEMENT ADD-ON: YEAR 5 PAYMENT	120.00
	80047 CAD/RMS SERVICE ADD-ON: 1 YEAR	180.00
	80048 CAD/RMS SERVICE ADD-ON: 2 YEAR	360.00
	80049 CAD/RMS SERVICE ADD-ON: 3 YEAR	540.00
	80050 CAD/RMS SERVICE ADD-ON: 4 YEAR	720.00
	80051 CAD/RMS SERVICE ADD-ON: 5 YEAR	900.00
	80052 CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	180.00
	80053 CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	180.00
	80054 CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	180.00
	80055 CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	180.00
	80056 CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	180.00
	80057 API PLATFORM ADD-ON: 1 YEAR	120.00
	80058 API PLATFORM ADD-ON: 2 YEAR	240.00
	80059 API PLATFORM ADD-ON: 3 YEAR	360.00

	80060 API PLATFORM ADD-ON: 4 YEAR	480.00
	80061 API PLATFORM ADD-ON: 5 YEAR	600.00
	80062 API PLATFORM ADD-ON: YEAR 1 PAYMENT	120.00
	80063 API PLATFORM ADD-ON: YEAR 2 PAYMENT	120.00
	80064 API PLATFORM ADD-ON: YEAR 3 PAYMENT	120.00
	80065 API PLATFORM ADD-ON: YEAR 4 PAYMENT	120.00
	80066 API PLATFORM ADD-ON: YEAR 5 PAYMENT	120.00
	71043 T&E KIT, SIGNAL SIDEARM, SERIALIZED	300.00
	71045 SIGNAL SIDEARM, YEAR 1 PAYMENT	120.00
	71046 SIGNAL SIDEARM, YEAR 2 PAYMENT	120.00
	71047 SIGNAL SIDEARM, YEAR 3 PAYMENT, PARTIAL	60.00
	71048 SIGNAL SIDEARM, YEAR 3 PAYMENT, FULL	120.00
	71049 SIGNAL SIDEARM, YEAR 4 PAYMENT	120.00
<b>Axon Fleet Model</b>	<b>Product Description</b>	<b>Price</b>
	11613 MODEM, FIRSTNET/BAND 14	550.00
	11614 DOCK, COR EXTENSIBILITY	180.00
	26737 USB CABLE, VDPM	15.00
	70112 AXON SIGNAL UNIT	279.00
	71022 FLEET CABLE ASSEMBLY, POWER	20.00
	71023 FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	15.00
	71024 FLEET CABLE ASSEMBLY, ASU POWER	15.00
	71050 SIGNAL SIDEARM, YEAR 5 PAYMENT	120.00
	71079 CAMERA SYSTEM, FRONT, FLEET 2	380.00
	71080 CAMERA MOUNT, FRONT, FLEET 2	20.00
	71081 CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	380.00
	71082 CAMERA CONTROLLER, REAR, FLEET 2	180.00
	71083 CONTROLLER MOUNT, REAR CAMERA, FLEET 2	20.00
	71084 JUNCTION BOX, FLEET 2	80.00
	71085 CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	15.00
	74003 CAMERA SYSTEM, AXON FLEET	399.00
<b>Axon Fleet Accessories Model</b>	<b>Product Description</b>	<b>Price</b>
	11511 ROUTER ANTENNA, FLEET	270.00
	11521 CRADLEPOINT - NETCLOUD + CRADLEPOINT - 5 YEARS	550.00
	11605 CRADLEPOINT ROUTER - IBR900LP6	880.00
<b>Axon Dock Hardware Model</b>	<b>Product Description</b>	<b>Price</b>
	70027 EVIDENCE.COM DOCK, CORE	300.00
	70033 WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	42.00
	70040 EVIDENCE.COM, DOCK, DESK PLATE, 6 BAYS	35.00
	70042 EVIDENCE.COM, DOCK 2, SINGLE CAMERA BAYS +HUB, T&E	Variable
	70043 EVIDENCE.COM DOCK 2, SIX CAMERA BAY+HUB, T&E	Variable
	74008 AXON DOCK, 6 BAY + CORE, AXON BODY 2	1,495.00
	74009 AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	375.00
	74010 AXON DOCK, 6 BAY, AXON BODY 2	1,195.00
	74011 AXON DOCK, SINGLE BAY, AXON BODY 2	75.00
<b>Customer Care Extended Warranty Model</b>	<b>Product Description</b>	<b>Price</b>
	70030 EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, HUB	79.00
	70031 EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, SINGLE BAY	49.36
	70032 EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, 6 BAY	414.97
	75009 4 YEAR EXTENDED WARRANTY FLEX 2	599.00
	80118 2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	299.95
	80124 2 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	129.90
	80125 2 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	499.90
	85052 TASER ASSURANCE PLAN TASERCAM HD ANNUAL PAYMENT	162.00
	85054 TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	348.00
	85070 TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	240.00
	85079 TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	36.00
	85083 TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR	1,740.00
	85086 TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	1,200.00
	85087 TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR	1,044.00
	85088 TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR	720.00
	87026 TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	336.00
	87027 TASER ASSURANCE PLAN DOCK 2 3 YEAR UPFRONT	1,008.00
	87028 TASER ASSURANCE PLAN DOCK 2 5 YEAR UPFRONT	1,680.00
	87029 2 YEAR EXTENDED WARRANTY BODY 2	199.95
	87030 2 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	129.90
	87031 2 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	499.90
<b>Axon Fleet Wifi Offload Options Model</b>	<b>Product Description</b>	<b>Price</b>
	71039 WI-FI OFFLOAD, SOFTWARE LICENSE	600.00
	74064 WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (5 CONCURRENT OFFLOADS)**	18,745.00
	74065 WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (25 CONCURRENT OFFLOADS)**	32,980.00
	74066 WI-FI OFFLOAD NETWORK PROFESSIONAL SERVICES	2,500.00
	74067 WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	600.00
	74068 WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	600.00
	74069 WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	600.00
	74070 WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	600.00
	74071 WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	600.00
	74072 WI-FI OFFLOAD SOFTWARE MAINT: 5 YEAR UPFRONT	3,000.00
	74073 WI-FI OFFLOAD SOFTWARE MAINT: 3 YEAR UPFRONT	1,800.00
	74074 WI-FI OFFLOAD SERVER HARDWARE	3,500.00

\*\* These packages are provided by a 3rd party vendor, ProLogic, and include hardware, installation, and networking.

**Axon Fleet Installation and Training**

Model	Product Description	Price
	74063 STANDARD FLEET INSTALLATION (PER VEHICLE)	1,200.00
	80129 SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	500.00
	80131 TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	6,000.00
	80134 1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	2,000.00

**Axon Fleet License & Storage Plans (one license per vehicle)\***

Model	Product Description	Price
	80155 FLEET 2 UNLIMITED PACKAGE: 5 YEAR UPFRONT PAYMENT	7,740.00
	80156 FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	1,548.00
	80157 FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	1,548.00
	80158 FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	1,548.00
	80159 FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	1,548.00
	80160 FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	1,548.00
	80161 FLEET 2 HARDWARE BUNDLE: 5 YEAR UPFRONT PAYMENT	1,440.00
	80167 FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 1 PAYMENT	348.00
	80168 FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 2 PAYMENT	348.00
	80169 FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 3 PAYMENT	348.00
	80170 FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 4 PAYMENT	348.00
	80171 FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 5 PAYMENT	348.00
	80172 FLEET 2 VIEW XL VEHICLE LICENSE: 5 YEAR UPFRONT	1,740.00
	80173 FLEET 2 TAP PAYMENT: 5 YEAR UPFRONT	2,400.00
	80174 FLEET 2 TAP PAYMENT: YEAR 1	480.00
	80175 FLEET 2 TAP PAYMENT: YEAR 2	480.00
	80176 FLEET 2 TAP PAYMENT: YEAR 3	480.00
	80177 FLEET 2 TAP PAYMENT: YEAR 4	480.00
	80178 FLEET 2 TAP PAYMENT: YEAR 5	480.00
	80179 FLEET 2 TAP TRUE-UP PAYMENT	58.00
	85738 FLEET EVIDENCE.COM STORAGE (GB)	0.75
	85739 FLEET EVIDENCE.COM STORAGE, UNLIMITED	408.00

**Evidence.com Services**

Model	Product Description	Price
	73104 VIEWER, MOTO	269.00
	80007 BASIC EVIDENCE.COM LICENSE: 1 YEAR	180.00
	80008 BASIC EVIDENCE.COM LICENSE: 2 YEAR	360.00
	80009 BASIC EVIDENCE.COM LICENSE: 3 YEAR	540.00
	80010 BASIC EVIDENCE.COM LICENSE: 4 YEAR	720.00
	80011 BASIC EVIDENCE.COM LICENSE: 5 YEAR	900.00
	80012 BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	180.00
	80013 BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	180.00
	80014 BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	180.00
	80015 BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	180.00
	80016 BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	180.00
	80017 PRO EVIDENCE.COM LICENSE: 1 YEAR	468.00
	80018 PRO EVIDENCE.COM LICENSE: 2 YEAR	936.00
	80019 PRO EVIDENCE.COM LICENSE: 3 YEAR	1,404.00
	80020 PRO EVIDENCE.COM LICENSE: 4 YEAR	1,872.00
	80021 PRO EVIDENCE.COM LICENSE: 5 YEAR	2,340.00
	80022 PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468.00
	80023 PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468.00
	80024 PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468.00
	80025 PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468.00
	80026 PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468.00
	80027 ENTERPRISE BUNDLE: 1 YEAR	348.00
	80028 ENTERPRISE BUNDLE: 2 YEAR	696.00
	80029 ENTERPRISE BUNDLE: 3 YEAR	1,044.00
	80030 ENTERPRISE BUNDLE: 4 YEAR	1,392.00
	80031 ENTERPRISE BUNDLE: 5 YEAR	1,740.00
	80032 ENTERPRISE BUNDLE: YEAR 1 PAYMENT	348.00
	80033 ENTERPRISE BUNDLE: YEAR 2 PAYMENT	348.00
	80034 ENTERPRISE BUNDLE: YEAR 3 PAYMENT	348.00
	80035 ENTERPRISE BUNDLE: YEAR 4 PAYMENT	348.00
	80036 ENTERPRISE BUNDLE: YEAR 5 PAYMENT	348.00
	80074 OSP BWC & CEW BUNDLE: 5 YEAR	6,540.00
	80075 OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	1,308.00
	80076 OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	1,308.00
	80077 OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	1,308.00
	80078 OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	1,308.00
	80079 OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	1,308.00
	80123 EVIDENCE.COM STORAGE, UNLIMITED	288.00
	80143 OFFICER SAFETY PLAN, FULL SERVICE	25,000.00
	80144 OFFICER SAFETY PLAN, STARTER	12,500.00
	80145 OFFICER SAFETY PLAN, TRAIN-THE-TRAINER REFRESH	2,000.00
	80146 VIRTUAL BODYCAM STARTER	1,500.00
	80154 EVIDENCE.COM STORAGE, UNLIMITED, 5 YEAR UPFRONT, FLEET	2,040.00
	85035 EVIDENCE.COM STORAGE	0.75
	85055 AXON FULL SERVICE	17,000.00
	85097 EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	180.00
	85097 EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	180.00
	85098 EVIDENCE.COM INTEGRATION LICENSE: 3 YEAR	540.00
	85099 EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	900.00
	85100 EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	180.00
	85130 OFFICER SAFETY PLAN YEAR 1 PAYMENT**	1,308.00
	85131 OFFICER SAFETY PLAN YEAR 2 PAYMENT	1,308.00
	85132 OFFICER SAFETY PLAN YEAR 3 PAYMENT	1,308.00
	85133 OFFICER SAFETY PLAN YEAR 4 PAYMENT	1,308.00

85134 OFFICER SAFETY PLAN YEAR 5 PAYMENT	1,308.00
85135 OFFICER SAFETY PLAN FIVE YEAR CONTRACT UPFRONT PAYMENT	6,540.00
85144 AXON STARTER	2,750.00
85146 AXON 1-DAY SERVICE	2,000.00
85235 EVIDENCE.COM STORAGE (GB)-2 YEAR CONTRACT	1.50
85335 EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT	2.25
85435 EVIDENCE.COM STORAGE (GB)-4 YEAR CONTRACT	3.00
85535 EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	3.75
86000 EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	0.38
86002 EVIDENCE.COM ARCHIVAL STORAGE 2 YEAR	0.75
86003 EVIDENCE.COM ARCHIVAL STORAGE 3 YEAR	1.13
86004 EVIDENCE.COM ARCHIVAL STORAGE 4 YEAR	1.50
86005 EVIDENCE.COM ARCHIVAL STORAGE 5 YEAR	1.88
87001 BASIC EVIDENCE.COM LICENSE: 1 YEAR	180.00
87002 BASIC EVIDENCE.COM LICENSE: 2 YEAR	360.00
87003 BASIC EVIDENCE.COM LICENSE: 3 YEAR	540.00
87004 BASIC EVIDENCE.COM LICENSE: 4 YEAR	720.00
87005 BASIC EVIDENCE.COM LICENSE: 5 YEAR	900.00
87101 BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	180.00
87201 BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	180.00
87301 BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	180.00
87401 BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	180.00
87501 BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	180.00
89001 PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR	468.00
89002 PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR	936.00
89003 PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR	1,404.00
89004 PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR	1,872.00
89005 PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR	2,340.00
89007 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR	468.00
89008 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR	2,340.00
89009 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR	936.00
89010 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR	1,404.00
89011 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR	1,872.00
89101 PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468.00
89111 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468.00
89201 PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468.00
89211 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468.00
89300 PROFESSIONAL EVIDENCE.COM LICENSE 3 MONTHS	30.00
89301 PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468.00
89311 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468.00
89401 PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468.00
89411 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468.00
89501 PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468.00
89511 PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468.00
89600 PROFESSIONAL EVIDENCE.COM LICENSE 6 MONTHS	234.00

\*This license tier is only available for 3-year or 5-year terms

\*\*This license tier is only available for 5-year terms.

\*\*\* Evidence.com storage not included with the Basic Package. A-la-carte storage is required.

**Axon Commander Services**

Model	Product Description	Price
	50091 AXON COMMANDER PRO LICENSE	1,100.00
	50092 AXON COMMANDER PRO SUPPORT AND MAINTENANCE	275.00
	50155 COMMANDER SERVER 24TB	8,848.00
	50156 COMMANDER SERVER 36TB	9,508.86
	50157 COMMANDER SERVER 54TB	10,797.00
	50158 COMMANDER SERVER 72TB	12,563.00
	50159 COMMANDER SERVER 90TB	16,250.00
	50197 COMMANDER TERM LICENSE - PRO	480.00
	50206 RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME	1,750.00
	50207 DNS SERVER SOFTWARE, COMMANDER	90.00
	50208 ECOM CERTIFICATES, COMMANDER	15.00
	50209 AXIS VANDAL RESISTANT IP DOME CAMERA 3364-LV 12mm	999.00
	50215 CAMERA, NETWORK, AXIS P3915-R	780.00

**Axon Interview Room**

Model	Product Description	Price
	30053 BELT CLIP, TASER, RIGHT, TMMS OUTER	21.00
	50050 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 1 PAYMENT	828.00
	50051 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 2 PAYMENT	828.00
	50052 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 3 PAYMENT	828.00
	50053 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 4 PAYMENT	828.00
	50054 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 5 PAYMENT	828.00
	50055 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	1,188.00
	50056 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	1,188.00
	50057 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	1,188.00
	50058 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	1,188.00
	50059 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	1,188.00
	50070 AXON TOUCH PANEL SOFTWARE	1,500.00
	50071 AXON STREAMING SERVER LICENSE (PER SERVER)	1,750.00
	50072 AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	350.00
	50074 AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	300.00
	50083 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE 5 YEAR UPFRONT	4,140.00
	50084 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE 5 YEAR UPFRONT	5,940.00
	50085 AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT	1,750.00
	50086 AXON TOUCH PANEL SOFTWARE MAINTENANCE 5 YEAR UPFRONT	1,500.00
	50103 BROADBERRY STORAGE SERVER - 72TB USABLE	17,832.00

50133	AXIS F41 COVERT MAIN UNIT	594.75
50114	AXIS SENSOR UNIT F1025	369.57
50115	AXIS M5014 PTZ DOME CAMERA COVERT	740.00
50116	AXIS T8311 PTZ JOYSTICK	515.00
50118	LOUROE MICROPHONE (POE)	196.50
50123	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH	760.00
50124	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	1,304.35
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	5,900.00
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	2,600.00
50142	LOUROE LE-778 COVERT MIC	200.00
50144	RECORDING SERVER - Windows 2012 R2 64 bit ? 2U Xeon (4-core)	5,200.00
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	100.00
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA	1,275.00
50149	CAM CONNECTION #OM-E-1C	250.00
50161	AXON INTERVIEW RECORDING SERVER	4,405.00
74055	FIRE STROBE - RED	222.00
74056	TOUCH PANEL WALL MOUNT	64.00
74058	INSTALLER MISC PARTS (INTERVIEW ROOM)	100.00
74059	MOTION SENSOR ENCLOSURE ? COVERT CAMERA	135.00
74061	INTERVIEW ROOM 3 YR EXTENDED WARRANTY	699.99
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	1,240.99
85170	INTERVIEW ROOM, INSTALL AND SETUP	2,500.00

Freight Policy: Freight is included in the unit prices above. All orders are shipped F.O.B. destination via Fed-Ex ground. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.

Model	Product Description	Price
	11528 Axon Flex 2 Camera (online)	449.00
	11529 Axon Flex 2 Camera (offline)	649.00
	11532 Axon Flex 2 Controller	250.00
	11544 Oakley Flak Jacket Kit, Axon Flex 2	164.00
	11545 Collar Mount, Axon Flex 2	41.00
	11554 Clip, Oakley, Axon Flex 2	23.00
	11546 Epaulette Mount, Axon Flex 2	30.50
	11547 Ballcap Mount, Axon Flex 2	29.00
	11555 Mount, Ballistics Vest, Axon Flex 2	31.00
	11548 Universal Helmet Mount, Axon Flex 2	27.00
	11549 Tactical SWAT Kit with ARC Rail, Axon Flex 2	65.00
	11533 Cable, Coiled, Straight to Right Angle, 48", Axon Flex 2	17.50
	11534 USB Sync Cable, Axon Flex 2	10.50
	73082 Wall Wart	14.95

\* Camera system, multi-mount, viewer, case  
Axon Body 2 Hardware and Accessories

Model	Product Description	Price
	74001 Axon Body 2 Camera System (online)	499.00
	74004 Axon Body 2 Camera System (offline)	699.00
	74006 Axon Body 2 Battery	39.00
	11553 USB Sync Cable	10.00

Axon Body 2 and Flex 2 Controller Mounts \*\*

Model	Product Description	Price
	74006 Axon Body 2 Battery	39.00
	74018 Z-Bracket, Men's, Axon RapidLock	29.95
	74019 Z-Bracket, Women's Axon RapidLock	29.95
	74020 Magnet, Flexible, Axon RapidLock	29.95
	74021 Magnet, Outerwear, Axon RapidLock	29.95
	74022 Small Pocket, 4" (10.1 cm), Axon RapidLock	29.95
	74023 Large Pocket, 6" (15.2 cm), Axon RapidLock	29.95
	11507 MOLLE Mount, Single, Axon RapidLock	29.95
	11508 MOLLE Mount, Double, Axon RapidLock	39.95
	11509 Belt Clip Mount, Axon RapidLock	29.95
	11615 ARC RAIL MOUNT, FLEX 2	25.00

\* Two mounts are included (a la carte) for \$0; \$29.95 for each additional mount.

Axon Signal Hardware & Services

Model	Product Description	Price
	70112 Axon Signal unit (1 per car/motor)	279.00
	70116 Axon Signal Performance Power Magazine (SPPM)	100.00
Service	Signal installation and/or training	Variable
Model	Product Description	Price
	74003 Two Axon Fleet Cameras	399.00
	74025 Two Axon Fleet Mount Assemblies	79.95
	70112 One Axon Signal Unit	279.00

\*\*\* Requires a fleet license for the vehicle used with the Axon Fleet product.

\*\*\*\* This is a promotional price currently available for the Axon Fleet system.

Axon Fleet Accessories

Model	Product Description	Price
	74025 Axon Fleet Mount Assembly	79.95
	74024 Axon Fleet Battery System	100.00
	74027 Axon Fleet Dongle	14.95

Axon Dock Hardware

Model	Product Description	Price
	11536 1-bay + Core Axon Dock for Axon Flex 2	375.00
	11537 6-bay + Core Axon Dock for Axon Flex 2	1,495.00
	11538 1-bay for Axon Flex 2	99.00
	11539 6-bay for Axon Flex 2	1,195.00
	11541 1-bay T&E Dock for Axon Flex 2	Variable
	11542 6-bay T&E Dock for Axon Flex 2	Variable
	74009 1-bay + Core Axon Dock for Axon Body 2	375.00
	74008 6-bay + Core Axon Dock for Axon Body 2	1,495.00
	74011 1-bay for Axon Body 2	75.00
	74010 6-bay for Axon Body 2	1,195.00
	70027 Axon Dock Core, compatible with all 1-bays and 6-bays	300.00
	70033 Wall mount, Axon Dock	42.00
	70040 Desk plate, Axon Dock	35.00
<b>Customer Care Extended Warranty</b>		
Model	Product Description	Price
	85070 TASER Assurance Plan Axon Body 2 annual payment	240.00
	85054 TASER Assurance Plan Axon Flex 2 annual payment	348.00
	85079 TASER Assurance Plan Axon Dock Single Bay annual payment	36.00
	87026 TASER Assurance Plan Axon Dock 6-Bay annual payment	336.00
	80118 2-Year Extended Warranty Axon Flex 2 Camera	299.95
	87029 2-year Extended Warranty Axon Body 2 camera	199.95
	87030 2-year Extended Warranty Axon Dock for Axon Body 2, single bay + core	129.90
	87031 2-year Extended Warranty Axon Dock for Axon Body 2, 6-bay + core	499.90
	80124 2-year Extended Warranty Axon Dock for Axon Flex 2, single bay + core	129.90
	80125 2-year Extended Warranty Axon Dock for Axon Flex 2, 6-bay + core	499.90
Model	Product Description	Price
	11511 Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Bol	270.00
	11521 Cradlepoint - Enterprise Cloud Manager + CradleCare, 5 yr	550.00
<b>Axon Fleet Wifi Offload Options</b>		
Model	Product Description	Price
	74064 WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (5 CAR CONCURRENT UPLOAD)	18,745.00
	74065 WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (25 CAR CONCURRENT UPLOAD)	32,980.00
	74066 WI-FI OFFLOAD NETWORK PROFESSIONAL SERVICES	2,500.00
	74067 WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 1 PAYMENT	600.00
	74074 WI-FI OFFLOAD STORE & FORWARD SERVER HARDWARE	3,500.00
<b>Axon Fleet Installation and Training</b>		
Model	Product Description	Price
	74063 STANDARD FLEET INSTALLATION (PER VEHICLE)	1,200.00
	80129 SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	500.00
	80131 TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	6,000.00
	80134 1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	2,000.00
<b>Axon Fleet License &amp; Storage Plans (one license per vehicle)*</b>		
Model	Product Description	Price
	85738 Fleet Evidence.com Storage (GB): 1 Year	0.75
<b>Evidence.com Services</b>		
Model	Product Description	Price
	80007 Basic Evidence.com license: 1 year	180.00
	80017 Pro Evidence.com license: 1 year	468.00
	80057 API Platform Add-On: 1 Year	120.00
	80037 Advance User Management Add-on: 1 Year	120.00
	80047 CAD/RMS Service Add-On: 1 Year	180.00
	80027 Enterprise Bundle Add-on: 1 Year	348.00
	80075 Officer Safety Plan annual payment**	1,308.00
	85035 Evidence.com storage (GB): 1 year	0.75
	85055 Axon Full Service	17,000.00
	85144 Axon Starter	2,750.00
	85146 Axon 1-Day Service	2,000.00
*This license tier is only available for 3-year or 5-year terms **This license tier is only available for 5-year terms.		
<b>Axon Commander Services</b>		
Model	Product Description	Price
	50197 COMMANDER TERM LICENSE - PRO	480.00
	50091 AXON COMMANDER PRO LICENSE	1,100.00
	50092 AXON COMMANDER PRO SUPPORT AND MAINTENANCE	275.00
	50103 BROADBERRY STORAGE SERVER - 72TB USABLE	17,832.00
	50155 COMMANDER SERVER 24TB	8,848.00
	50156 COMMANDER SERVER 36TB	9,508.86
	50157 COMMANDER SERVER 54TB	10,797.00
	50158 COMMANDER SERVER 72TB	12,563.00
	50159 COMMANDER SERVER 90TB	16,250.00
<b>Axon Interview Room</b>		
Model	Description	Price
	74062 INTERVIEW ROOM 5 YR EXTENDED WARRANTY	1,240.99
	50161 AXON INTERVIEW RECORDING SERVER	4,405.00
	74058 INSTALLER MISC PARTS (INTERVIEW ROOM)	100.00
	74059 MOTION SENSOR ENCLOSURE ? COVERT CAMERA	135.00
	74055 FIRE STROBE - RED	222.00
	74056 TOUCH PANEL WALL MOUNT	64.00
	74061 INTERVIEW ROOM 3 YR EXTENDED WARRANTY	699.99
	50113 AXIS F41 COVERT MAIN UNIT	594.75
	50114 AXIS SENSOR UNIT F1025	369.57
	50115 AXIS M5014 PTZ DOME CAMERA COVERT	740.00
	50118 LOUROE MICROPHONE (POE)	195.50
	50123 HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH	760.00

50124 HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	1,304.35
50125 CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	5,900.00
50127 POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	2,600.00
50142 LOUROE LE-778 COVERT MIC	200.00
50144 RECORDING SERVER - WIN 2012 RS300 ORION CIARA SERVER	5,200.00
50146 OUTSOURCE PLUS ENHANCED POE+ INJECTOR	100.00
50147 AXIS CAMERA, Q3505-V NETWORK CAMERA	1,275.00
50149 CAM CONNECTION #OM-E-1C	250.00
50050 INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE: 1 YEAR	828.00
50055 INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE: 1 YEAR	1,188.00
50070 AXON TOUCH PANEL SOFTWARE	1,500.00
50071 AXON STREAMING SERVER LICENSE (PER SERVER)	1,750.00
50072 AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	350.00

Product Code	Product	Price
<b>Aware</b>		
	73403 Aware Annual Payment	108.00
	73408 Aware 3 Year Upfront Payment	324.00
	73412 AXON AWARE PLUS 5 YEAR UPFRONT PAYMENT	960.00
	73413 AXON AWARE PLUS ANNUAL PAYMENT	192.00
	73418 AXON AWARE PLUS 3 YEAR UPFRONT PAYMENT	576.00
<b>Axon Air (product offering may change at any time)</b>		
	12002 AXON AIR, PHANTOM 4 SERIES BATTERY CHARGING HUB	90.00
	12003 AXON AIR, PHANTOM SERIES MULTI-FUNCTIONAL BACKPACK	199.00
	12004 AXON AIR, PHANTOM 4 SERIES QUICK RELEASE PROPELLER PAIR	9.00
	12005 AXON AIR, PHANTOM 4 SERIES PROPELLER GUARD	19.00
	12006 AXON AIR, PHANTOM 4 PRO DJI CARE (EXPANDED WARRANTY)	149.00
	12007 AXON AIR, PHANTOM 4 SERIES PELICAN CASE	150.00
	12099 AXON AIR, MATRICE M200	4,599.00
	12100 AXON AIR, MATRICE M210 RTK-B	11,299.00
	12101 AXON AIR, ZENMUSE XSS	1,899.00
	12102 AXON AIR, ZENMUSE X45	759.00
	12103 AXON AIR, ZENMUSE Z30	2,999.00
	12104 AXON AIR, M210 CENDENCE REMOTE CONTROLLER	999.00
	12105 AXON AIR, M210 PART 11 TB55 M200 IFB (BATTERY)	369.00
	12106 AXON AIR, M210 PART 01 TB50 M200 IFB (BATTERY)	159.00
	12107 AXON AIR, CRYSTALSKY 5.5 INCH	469.00
	12108 AXON AIR, CRYSTALSKY 7.85 INCH	699.00
	12109 AXON AIR, CRYSTALSKY ULTRA 7.85 INCH	999.00
	12110 AXON AIR, ZENMUSE XT2 336 x 256 RADIOMETRIC, 9Hz, 9mm	6,500.00
	12111 AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 13mm	13,200.00
	12112 AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 19mm	13,200.00
	12113 AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 25mm	14,700.00
	12114 AXON AIR, ZENMUSE X3	459.00
	12115 AXON AIR, ZENMUSE X5	1,659.00
	12116 AXON AIR, ZENMUSE X5R	2,299.00
	12117 AXON AIR, ZENMUSE Z3	899.00
	12202 AXON AIR, INSPIRE 1 BATTERY CHARGING HUB	90.00
	12203 AXON AIR, INSPIRE 1 PROPELLER PAIR	12.00
	12204 AXON AIR, INSPIRE 1 SERIES PELICAN CASE	300.00
	12205 AXON AIR, INSPIRE 1 SERIES DJI (EXPANDED WARRANTY)	399.00
	12300 AXON AIR, MAVIC 2 ZOOM (NA)	1,249.00
	12301 AXON AIR, MAVIC 2 PART 2 INTELLIGENT FLIGHT BATTERY	139.00
	12302 AXON AIR, MAVIC 2 PART 10 BATTERY CHARGING HUB	49.00
	12303 AXON AIR, MAVIC 2 PART 13 LOW-NOISE PROPELLER (PAIR)	10.00
	12304 AXON AIR, MAVIC 2 PART 22 PROTECTOR CASE	89.00
	12305 AXON AIR, MAVIC 2 PART 11 CAR CHARGER	59.00
	12306 AXON AIR, MAVIC 2 PART 14 PROPELLER GUARD	19.00
	12307 AXON AIR, MAVIC 2 ENTERPRISE	2,199.00
	12309 AXON AIR, MAVIC 2 ENTERPRISE LOUDSPEAKER	89.00
	12310 AXON AIR, MAVIC 2 ENTERPRISE SPOTLIGHT	139.00
	12311 AXON AIR, MAVIC 2 ENTERPRISE FAA BEACON	79.00
	12312 AXON AIR, MAVIC 2 ENTERPRISE (IFB) BATTERY	169.00
	12313 AXON AIR, ENTERPRISE SHIELD MAVIC 2 ENTERPRISE	247.00
	12314 AXON AIR, ENTERPRISE SHIELD M200	669.00
	12315 AXON AIR, ENTERPRISE SHIELD M210 RTK	1,749.00
<b>Axon Body 3</b>		
	73200 AXON BODY 3 - NA01	699.00
	73201 AXON BODY 3 - NA03	699.00
	73202 AXON BODY 3 - NA10	699.00
	73203 AXON BODY 3 - EU07	699.00
	73204 AXON BODY 3 - AP09	699.00
	73205 AXON BODY 3 - BATTERY	39.00
	73250 AXON BODY 3 - 2 YEAR WARRANTY	279.95
	73251 AXON BODY 3 - 8 BAY DOCK 2 YEAR WARRANTY	499.90
	73252 AXON BODY 3 - 1 BAY DOCK 2 YEAR WARRANTY	129.90
	73260 Technology Assurance Plan AB3 Annual Payment	336.00
	73261 5 Year Technology Assurance Plan Upfront Payment AB3	1,680.00
	73262 3 Year Technology Assurance Plan Upfront Payment AB3	1,008.00
	74210 AXON BODY 3 - 8 BAY DOCK	1,495.00
	74211 AXON BODY 3 - 1 BAY DOCK	200.00
	71019 NORTH AMERICA POWER CORD	10.00
<b>Evidence.com</b>		
	73451 OFFICER SAFETY PLAN 7 UPFRONT PAYMENT: 5 YEAR	8,940.00

	73452 OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	1,788.00
	73454 OFFICER SAFETY PLAN 7 PLUS UPFRONT PAYMENT: 5 YEAR	11,940.00
	73455 OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	2,388.00
	73461 Evidence.com Unlimited Plus License Annual Payment	1,068.00
	73462 Evidence.com Unlimited Plus License 5 Year Upfront Payment	5,340.00
	73464 Evidence.com Unlimited Plus License 3 Year Upfront Payment	3,204.00
	73634 OSP 7 TRUE UP	70.50
<b>Body-worn Mounts</b>		
	11606 SPRING ARM, REPLACEMENT 10-PACK, RAPIDLOCK	10.00
	74026 AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK, CLICKFAST	499.00
	74028 WING CLIP MOUNT, AXON RAPIDLOCK	29.95
	74032 AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, YEL	499.00
	74033 AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, YEL	699.00
	74034 TILT MOUNT, AXON RAPIDLOCK	29.95
	74035 ANCHOR MOUNT, VERTICAL, AXON RAPIDLOCK	30.00
	74036 ANCHOR MOUNT, HORIZONTAL, AXON RAPIDLOCK	30.00
	74053 ADAPTER, FLEX 1 TO FLEX 2 DVR MOUNT	13.00
	87040 4 YEAR EXTENDED WARRANTY BODY 2	399.00
<b>Channel Services</b>		
	80190 Evidence.com Channel Services	10,000.00
	80230 Evidence.com Channel Services SMA 1 YEAR	2,000.00
	80231 Evidence.com Channel Services SMA 2 YEAR	4,000.00
	80232 Evidence.com Channel Services SMA 3 YEAR	6,000.00
	80233 Evidence.com Channel Services SMA 4 YEAR	8,000.00
	80234 Evidence.com Channel Services SMA 5 YEAR	10,000.00
	80235 Evidence.com Channel Services SMA: YEAR 1 PAYMENT	2,000.00
	80236 Evidence.com Channel Services SMA: YEAR 2 PAYMENT	2,000.00
	80237 Evidence.com Channel Services SMA: YEAR 3 PAYMENT	2,000.00
	80238 Evidence.com Channel Services SMA: YEAR 4 PAYMENT	2,000.00
	80239 Evidence.com Channel Services SMA: YEAR 5 PAYMENT	2,000.00
	80240 Evidence.com Channel Services TB ANNUAL 1 YEAR	500.00
	80241 Evidence.com Channel Services TB ANNUAL 2 YEAR	1,000.00
	80242 Evidence.com Channel Services TB ANNUAL 3 YEAR	1,500.00
	80243 Evidence.com Channel Services TB ANNUAL 4 YEAR	2,000.00
	80244 Evidence.com Channel Services TB ANNUAL 5 YEAR	2,500.00
	80191 Evidence.com Channel Migration, TB	500.00
	80195 Axon Commander Channel Services	10,000.00
	80196 Axon Commander Channel Migration, TB	500.00
	80245 Evidence.com Channel Services TB ANNUAL: YEAR 1 PAYMENT	500.00
	80246 Evidence.com Channel Services TB ANNUAL: YEAR 2 PAYMENT	500.00
	80247 Evidence.com Channel Services TB ANNUAL: YEAR 3 PAYMENT	500.00
	80248 Evidence.com Channel Services TB ANNUAL: YEAR 4 PAYMENT	500.00
	80249 Evidence.com Channel Services TB ANNUAL: YEAR 5 PAYMENT	500.00
	80250 AXON COMMANDER Channel Services SMA 1 YEAR	2,000.00
	80251 AXON COMMANDER Channel Services SMA 2 YEAR	4,000.00
	80252 AXON COMMANDER Channel Services SMA 3 YEAR	6,000.00
	80253 AXON COMMANDER Channel Services SMA 4 YEAR	8,000.00
	80254 AXON COMMANDER Channel Services SMA 5 YEAR	10,000.00
	80255 AXON COMMANDER Channel Services SMA: YEAR 1 PAYMENT	2,000.00
	80256 AXON COMMANDER Channel Services SMA: YEAR 2 PAYMENT	2,000.00
	80257 AXON COMMANDER Channel Services SMA: YEAR 3 PAYMENT	2,000.00
	80258 AXON COMMANDER Channel Services SMA: YEAR 4 PAYMENT	2,000.00
	80259 AXON COMMANDER Channel Services SMA: YEAR 5 PAYMENT	2,000.00
	80260 AXON COMMANDER Channel Services TB ANNUAL 1 YEAR	500.00
	80261 AXON COMMANDER Channel Services TB ANNUAL 2 YEAR	1,000.00
	80262 AXON COMMANDER Channel Services TB ANNUAL 3 YEAR	1,500.00
	80263 AXON COMMANDER Channel Services TB ANNUAL 4 YEAR	2,000.00
	80264 AXON COMMANDER Channel Services TB ANNUAL 5 YEAR	2,500.00
	80265 AXON COMMANDER Channel Services TB ANNUAL: YEAR 1 PAYMENT	500.00
	80266 AXON COMMANDER Channel Services TB ANNUAL: YEAR 2 PAYMENT	500.00
	80267 AXON COMMANDER Channel Services TB ANNUAL: YEAR 3 PAYMENT	500.00
	80268 AXON COMMANDER Channel Services TB ANNUAL: YEAR 4 PAYMENT	500.00
	80269 AXON COMMANDER Channel Services TB ANNUAL: YEAR 5 PAYMENT	500.00
<b>Citizen for Communities</b>		
	73431 CITIZEN FOR COMMUNITIES 1-10 SWORN UPFRONT PAYMENT: 5 YEAR	10,500.00
	73432 CITIZEN FOR COMMUNITIES 1-10 SWORN ANNUAL PAYMENT	2,100.00
	73435 CITIZEN FOR COMMUNITIES 1-10 SWORN UPFRONT PAYMENT: 3 YEAR	6,300.00
	73553 CITIZEN FOR COMMUNITIES 11-30 SWORN ANNUAL PAYMENT	3,900.00
	73554 CITIZEN FOR COMMUNITIES 11-30 SWORN UPFRONT PAYMENT: 5 YEAR	19,500.00
	73563 CITIZEN FOR COMMUNITIES 31-50 SWORN ANNUAL PAYMENT	7,500.00
	73564 CITIZEN FOR COMMUNITIES 31-50 SWORN UPFRONT PAYMENT: 5 YEAR	37,500.00
	73573 CITIZEN FOR COMMUNITIES 51-150 SWORN ANNUAL PAYMENT	14,400.00
	73574 CITIZEN FOR COMMUNITIES 51-150 SWORN UPFRONT PAYMENT: 5 YEAR	72,000.00
	73583 CITIZEN FOR COMMUNITIES 151-350 SWORN ANNUAL PAYMENT	28,800.00
	73584 CITIZEN FOR COMMUNITIES 151-350 SW UPFRONT PAYMENT: 5 YEAR	144,000.00
	73593 CITIZEN FOR COMMUNITIES 351-1000 SWORN ANNUAL PAYMENT	64,800.00

73594 CITIZEN FOR COMMUNITIES 351-1000 SW UPFRONT PAYMENT: 5 YEAR	324,000.00
73603 CITIZEN FOR COMMUNITIES 1001-2500 SWORN ANNUAL PAYMENT	99,600.00
73604 CITIZEN FOR COMMUNITIES 1001-2500 SW UPFRONT PAYMENT: 5 YEAR	498,000.00
73613 CITIZEN FOR COMMUNITIES 2501-5000 SWORN ANNUAL PAYMENT	202,800.00
73614 CITIZEN FOR COMMUNITIES 2501-5000 SW UPFRONT PAYMENT: 5 YEAR	1,014,000.00
73623 CITIZEN FOR COMMUNITIES 5001-10000 SWORN ANNUAL PAYMENT	382,800.00
73624 CITIZEN FOR COMMUNITIES 5001-10000 SWORN UPFRONT PAYMENT: 5	1,914,000.00

**Axon Commander**

50210 AXON COMMANDER, CAMERA LICENSE, PERPETUAL	360.00
50211 AXON COMMANDER, CAMERA LICENSE SMA, PERPETUAL	90.00
50212 AXON COMMANDER, CAMERA LICENSE, TERM	120.00
50213 AXON COMMANDER, PROFESSIONAL LICENSE, TERM	180.00
50249 Commander SSL Certificate - 1 Year	15.00
50250 Commander SSL Certificate - 2 Year	30.00
50266 COMMANDER SOFTWARE, INSTALLATION AND TRAINING	2,000.00
50282 COMMANDER SERVER 24TB (NON SERIALIZED)	8,848.00
50283 COMMANDER SERVER 36TB (NON SERIALIZED)	9,508.86
50284 COMMANDER SERVER 54TB (NON SERIALIZED)	10,797.00
50285 COMMANDER SERVER 72TB (NON SERIALIZED)	12,563.00
50286 COMMANDER SERVER 90TB (NON SERIALIZED)	16,250.00

**Axon Fleet 2**

11617 SMALL WALL-MOUNT CABINET WITH CABLE MANAGEMENT	969.00
11618 LARGE ROLLING CABINET WITH CABLE MANAGEMENT	1,194.00
11619 RACK-MOUNT UPS	229.00
11620 ADDITIONAL CUSTOM FLEET TRIGGER and INSTALLATION (1 PER)	99.00
11622 CRADLEPOINT IBR900-600M-NPS + 5YR NETCLOUD ESSENTIALS (PRIME)	1,430.00
11634 CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)	1,509.00
11635 CRADLEPOINT IBR1700-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)	2,037.00
11640 CRADLEPOINT ROUTER POWER SUPPLY	24.99
71086 FLEET WIRELESS MICROPHONE	240.00
71087 FLEET WIRELESS MICROPHONE CHARGING DOCK	40.00
71088 AXON FLEET 2 KIT	1,560.00
71200 FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK	270.00
71201 FLEET ROUTER ANTENNA, COMPACT 5-IN-1, WHITE	270.00
74110 CABLE, CAT6 ETHERNET 25 FT, FLEET	15.00
80198 Fleet 2 Unlimited 60 Plan Annual Payment	1,188.00
80199 Fleet 2 Unlimited 60 Plan 5 Year Upfront Payment	5,940.00
80200 FLEET WIRELESS MICROPHONE PACKAGE - YEAR 1 PAYMENT	72.00
80201 FLEET WIRELESS MICROPHONE PACKAGE - YEAR 2 PAYMENT	72.00
80202 FLEET WIRELESS MICROPHONE PACKAGE - YEAR 3 PAYMENT	72.00
80203 FLEET WIRELESS MICROPHONE PACKAGE - YEAR 4 PAYMENT	72.00
80204 FLEET WIRELESS MICROPHONE PACKAGE - YEAR 5 PAYMENT	72.00
80205 FLEET WIRELESS MICROPHONE PACKAGE - 5 YEAR UPFRONT	360.00
80206 FLEET WIRELESS MICROPHONE - 4 YEAR EXTENDED WARRANTY	40.00
80207 ADDITIONAL FLEET WIRELESS MICROPHONE - YEAR 1 PAYMENT	48.00
80208 ADDITIONAL FLEET WIRELESS MICROPHONE - YEAR 2 PAYMENT	48.00
80209 ADDITIONAL FLEET WIRELESS MICROPHONE - YEAR 3 PAYMENT	48.00
80210 ADDITIONAL FLEET WIRELESS MICROPHONE - YEAR 4 PAYMENT	48.00
80211 ADDITIONAL FLEET WIRELESS MICROPHONE - YEAR 5 PAYMENT	48.00
80212 ADDITIONAL FLEET WIRELESS MICROPHONE - 5 YEAR UPFRONT	240.00

**Internal Processing Lines--Not Independently Sold**

11525 AXON VIEWER DEVICE LICENSE	-
11564 2 YEAR TAP FLEX 2 REPLACEMENT	-
11565 2 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	-
11566 2 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	-
11567 2 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	-
11568 2 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	-
11569 2.5 YEAR TAP FLEX 2 REPLACEMENT	-
11570 2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	-
11571 2.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	-
11572 2.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	-
11573 2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	-
11574 3 YEAR TAP FLEX 2 REPLACEMENT	-
11575 3 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	-
11576 3 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	-
11577 3 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	-
11578 3 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	-
11579 3.5 YEAR TAP FLEX 2 REPLACEMENT	-
11580 3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	-
11581 3.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	-
11582 3.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	-
11583 3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	-
11584 4 YEAR TAP FLEX 2 REPLACEMENT	-
11585 4 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	-
11586 4 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	-
11587 4 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	-

11588 4 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT  
11623 5YR CRADLECARE + SUPPORT  
11624 5YR NETCLOUD SUPPORT AND MAINTENANCE (PRIME)  
20104 TASER 7 TRADE-IN UPFRONT PURCHASE  
20105 TASER 7 TRADE-IN OSP  
20106 TASER 7 TRADE-IN TASER 60 BASIC  
20107 TASER 7 TRADE-IN TASER 60 UNLIMITED  
20109 TASER 7 TRADE-IN TASER 60 UNLIMITED TAP  
20110 TASER 7 TRADE-IN TASER 60 TCAM BASIC TAP  
20111 TASER 7 TRADE-IN TASER 60 TCAM UNLIMITED TAP  
20112 TASER 7 TRADE-IN CREDIT REVERSAL  
20140 TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM  
20141 TASER 7 EVIDENCE.COM LICENSE  
20142 TASER 7 BASIC PLAN  
20143 TASER 7 BASIC PLUS HANDLE PLAN  
20144 TASER 7 CERTIFICATION PLAN  
20145 TASER 7 CERTIFICATION PLAN ADD-ON PLAN  
20146 TASER 7 ONLINE TRAINING CONTENT ACCESS  
20147 AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS  
20148 TASER 7 TRADE-IN CEW TAP  
20150 TASER 7 TRADE-IN CARTRIDGE  
20151 CEW TASER ASSURANCE PLAN REFUND  
71014 REPLACEMENT BATTERY SCREWDRIVER KIT  
73253 5 Year Technology Assurance Plan Warranty AB3 Camera  
73254 3 Year Technology Assurance Plan Warranty AB3 Camera  
73255 5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay  
73256 3 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay  
73257 5 Year Technology Assurance Plan Warranty AB3 Dock 1 Bay  
73258 3 Year Technology Assurance Plan Warranty AB3 Dock 1 Bay  
73300 5 Year Officer Safety Plan AB3 Camera  
73301 5 Year Officer Safety Plan AB3 Dock 8 Bay  
73302 5 Year Officer Safety Plan AB3 Dock 1 Bay  
73303 5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA  
73304 5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY  
73305 5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 1 BAY  
73306 5 YEAR OFFICER SAFETY PLAN 7 PLUS AB3 CAMERA  
73307 5 YEAR OFFICER SAFETY PLAN 7 PLUS AB3 DOCK 8 BAY  
73308 5 YEAR OFFICER SAFETY PLAN 7 PLUS AB3 DOCK 1 BAY  
73309 AXON BODY CAMERA REFRESH ONE  
73310 AXON BODY CAMERA REFRESH TWO  
73311 8-BAY DOCK AXON BODY CAMERA REFRESH ONE  
73312 8-BAY DOCK AXON BODY CAMERA REFRESH TWO  
73400 Aware V Service Line: 5 Year  
73401 Aware A Service Line: 5 Year  
73404 Aware V Service Line: 1 Year  
73405 Aware V Service Line: 3 Year  
73406 Aware A Service Line: 1 Year  
73407 Aware A Service Line: 3 Year  
73410 AXON AWARE PLUS V SERVICE LINE: 5 YEAR  
73411 AXON AWARE PLUS A SERVICE LINE: 5 YEAR  
73414 AXON AWARE PLUS V SERVICE LINE: 1 YEAR  
73415 AXON AWARE PLUS V SERVICE LINE: 3 YEAR  
73416 AXON AWARE PLUS A SERVICE LINE: 1 YEAR  
73417 AXON AWARE PLUS A SERVICE LINE: 3 YEAR  
73420 AXON RECORDS LICENSE: 5 YEAR  
73423 AXON RECORDS LICENSE: 3 YEAR  
73428 Performance Service: 1 Year  
73429 Performance Service: 3 Year  
73430 CITIZEN FOR COMMUNITIES 1-10 SW AGENCY-WIDE LICENSE: 5 YEAR  
73433 CITIZEN FOR COMMUNITIES 1-10 SW AGENCY-WIDE LICENSE: 1 YEAR  
73434 CITIZEN FOR COMMUNITIES 1-10 SW AGENCY-WIDE LICENSE: 3 YEAR  
73440 REDACTION ASSISTANT 1-10 SWORN AGENCY-WIDE LICENSE: 5 YEAR  
73450 OFFICER SAFETY PLAN 7  
73453 OFFICER SAFETY PLAN 7 PLUS  
73456 PERFORMANCE INTEGRATION  
73460 EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR  
73463 Evidence.com Unlimited Plus Dock Tap: 3 Year  
73465 Performance Service: 5 Year  
73470 REDACTION ASSISTANT 11-30 SWORN AGENCY-WIDE LICENSE: 5 YEAR  
73480 REDACTION ASSISTANT 31-50 SWORN AGENCY-WIDE LICENSE: 5 YEAR  
73490 REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR  
73500 REDACTION ASSISTANT 151-350 SW AGENCY-WIDE LICENSE: 5 YEAR  
73510 REDACTION ASSISTANT 351-1000 SW AGENCY-WIDE LICENSE: 5 YEAR  
73520 REDACTION ASSISTANT 1001-2500 SW AGENCY-WIDE LICENSE: 5 YEAR  
73530 REDACTION ASSISTANT 2501-5000 SW AGENCY-WIDE LICENSE: 5 YEAR  
73540 REDACTION ASSISTANT 5001-10000 SWORN AGENCY-WIDE LICENSE: 5

73550 CITIZEN FOR COMMUNITIES 11-30 SW AGENCY-WIDE LICENSE: 5 YEAR  
73560 CITIZEN FOR COMMUNITIES 31-50 SW AGENCY-WIDE LICENSE: 5 YEAR  
73570 CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5  
73580 CITIZEN FOR COMMUNITIES 151-350 SW AGENCY LICENSE: 5 YEAR  
73590 CITIZEN FOR COMMUNITIES 351-1000 SWORN AGENCY-WIDE LICENSE:  
73600 CITIZEN FOR COMMUNITIES 1001-2500 SW AGENCY LICENSE: 5 YEAR  
73610 CITIZEN FOR COMMUNITIES 2501-5000 SW AGENCY LICENSE: 5 YEAR  
73620 CITIZEN FOR COMMUNITIES 5001-10000 SW AGENCY LICENSE: 5 YEAR  
74016 AXON CAMERA ASSEMBLY, ONLINE, T&E KIT, AXON BODY 2  
74047 2 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT  
74048 2.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT  
74049 3 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT  
74050 3.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT  
74051 4 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT  
74103 NFTO- AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK  
74104 NFTO- AXON CAMERA BATTERY PACK, AXON BODY 2, BLK  
74105 NFTO- AXON DOCK, 6 BAY + CORE, AXON BODY 2  
74106 NFTO- AXON DOCK, SINGLE BAY + CORE, AXON BODY 2  
74107 NFTO- AXON DOCK, 6 BAY, AXON BODY 2  
74108 NFTO- AXON DOCK, SINGLE BAY, AXON BODY 2  
74109 NFTO- EVIDENCE.COM DOCK, CORE  
80106 5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA  
80107 3 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA  
80108 5 YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CAMERA  
80109 3 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK FLEX2  
80110 5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK FLEX2  
80111 5 YEAR DOCK 2 OFFICER SAFETY PLAN STANDARD SIX BAY + HUB DOC  
80112 3 YEAR TASER ASSURANCE PLAN AXON SINGLE BAY + HUB DOCK FLEX2  
80113 5 YEAR TASER ASSURANCE PLAN AXON SINGLE BAY + HUB DOCK FLEX2  
80114 5 YEAR OFFICER SAFETY PLAN STANDARD AXON SINGLE BAY + HUB DO  
80115 5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER  
80116 3 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER  
80117 FIVE YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CONTROLLER  
80119 3 YEAR TAP EVIDENCE.COM BODY 2 - DOCK 2 - 6 BAY  
80120 5 YEAR TAP EVIDENCE.COM BODY 2 - DOCK 2 - 6 BAY  
80181 EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT  
80182 EXTENDED WARRANTY, 4 YEAR, FLEET 2 FRONT CAMERA SYSTEM  
80183 EXTENDED WARRANTY, 4 YEAR, FLEET 2 REAR CAMERA SYSTEM  
80184 EXTENDED WARRANTY, 4 YEAR, FLEET 2 REAR CAMERA CONTROLLER  
80185 EXTENDED WARRANTY, 4 YEAR, FLEET 2 JUNCTION BOX  
80186 5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM  
80187 5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM  
80188 5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER  
80189 5 YEAR TAP, FLEET 2 JUNCTION BOX  
80192 5 YEAR TAP, FLEET 2 KIT  
80193 5 YEAR TAP, FLEET 2 SIGNAL UNIT  
80194 5 YEAR TAP, FLEET 2 BATTERY SYSTEM  
80197 FLEET 2 UNLIMITED 60 PLAN LICENSE: 5 YEAR  
80270 EXTENDED WARRANTY, 4 YEAR, FLEET 2 SIGNAL UNIT  
80271 EXTENDED WARRANTY, 4 YEAR, FLEET 2 BATTERY SYSTEM  
85091 3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB  
85092 3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY  
85093 3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY  
85094 5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK HUB  
85095 5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY  
85096 5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK 6 BAY  
85110 EVIDENCE.COM INCLUDED STORAGE  
85111 EVIDENCE.COM INCLUDED STORAGE (GB)-2 YEAR CONTRACT  
85112 EVIDENCE.COM INCLUDED STORAGE (GB)-3 YEAR CONTRACT  
85113 EVIDENCE.COM INCLUDED STORAGE (GB)-4 YEAR CONTRACT  
85114 EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT  
85116 3 YEAR TASER ASSURANCE PLAN SIX BAY+HUB EVIDENCE.COM DOCK  
85117 5 YEAR TASER ASSURANCE PLAN SIX BAY+HUB EVIDENCE.COM DOCK  
85118 3 YEAR TASER ASSURANCE PLAN SINGLE BAY+HUB EVIDENCE.COM  
85119 5 YEAR TASER ASSURANCE PLAN SINGLE BAY+HUB EVIDENCE.COM  
85151 5 YEAR OFFICER SAFETY PLAN STANDARD SIX BAY+HUB EVIDENCE.COM  
85152 5 YEAR OFFICER SAFETY PLAN STANDARD SINGLE BAY+HUB EVIDENCE.  
85219 2 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT  
85222 2 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT  
85223 2 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT  
85224 2 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT  
85225 2 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT  
85226 2 YEAR TAP BODY 2 REPLACEMENT  
85227 2 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT  
85228 2 YEAR TAP DOCK 2 SIX BAY REPLACEMENT  
85229 2 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT

85230	2 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	
85232	2.5 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT	
85233	2.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	
85234	2.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	
85251	2.5 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT	
85252	2.5 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT	
85253	2.5 YEAR TAP BODY 2 REPLACEMENT	
85254	2.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	
85255	2.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	
85256	2.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	
85257	2.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	
85259	3 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT	
85260	3 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	
85261	3 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	
85262	3 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT	
85263	3 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT	
85264	3 YEAR TAP BODY 2 REPLACEMENT	
85265	3 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	
85266	3 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	
85267	3 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	
85268	3 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	
85270	3.5 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT	
85271	3.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	
85272	3.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	
85273	3.5 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT	
85274	3.5 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT	
85275	3.5 YEAR TAP BODY 2 REPLACEMENT	
85276	3.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	
85277	3.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	
85278	3.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	
85279	3.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	
85281	4 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT	
85282	4 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	
85283	4 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	
85284	4 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT	
85285	4 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT	
85286	4 YEAR TASER ASSURANCE PLAN BODY 2 REPLACEMENT	
85287	4 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	
85288	4 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	
85289	4 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	
85290	4 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	
85736	5 YEAR FLEET TAP	
85737	3 YEAR FLEET TAP	
85758	TRANSCRIPTION - SPEAKWRITE	
87018	3 YEAR TASER ASSURANCE PLAN BODY 2	
87019	5 YEAR TASER ASSURANCE PLAN BODY 2	
87020	3 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK BODY2	
87021	3 YEAR TASER ASSURANCE PLAN AXON SIGNAL BAY + HUB DOCK BODY2	
87022	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK BODY2	
87023	5 YEAR TASER ASSURANCE PLAN AXON SINGLE BAY + HUB DOCK BODY2	
87024	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SIX BAY + CORE	
87025	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SINGLE BAY + CORE	
87034	5 YEAR OFFICER SAFETY PLAN STANDARD BODY 2	

**Axon Interview Room**

11630	THIRD PARTY PROVIDED HARDWARE	Variable	
11631	THIRD PARTY PROVIDED SERVICES	Variable	
50145	CISCO 2960-X SERIES 48-PORT POE SWITCH (2960X-48LPS-L)		3,646.00
50196	AXON WORKSTATION		1,655.00
50196	AXON WORKSTATION		1,655.00
50216	AXIS C8033 Network Audio Bridge - Audio Extender		260.00
50217	AXIS VANDAL RESISTANT IP DOME CAMERA - NON SER		940.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER		594.75
50219	AXIS M5014 PTZ DOME CAMERA COVERT - NON SER		740.00
50220	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER		760.00
50221	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH - NON SER		1,304.35
50222	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS) - NON		5,900.00
50223	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD - NON SER		2,600.00
50224	AXON INTERVIEW RECORDING SERVER - NON SER		4,405.00
50251	AXIS F0125 SENSOR UNIT, 12 METER CABLE		325.00
50252	AXIS P3374-LV OVERT CAMERA		845.00
50253	AXIS P3915-R Mk II OVERT CAMERA		724.00
50254	AXIS F1005-E SENSOR UNIT, 12 METER CABLE		325.00
50255	AXIS Q7401 Video Encoder		482.00
50256	AXIS Q8414-LVS SILVER OVERT CAMERA		1,570.00
50257	AXIS Q8414-LVS WHITE OVERT CAMERA		1,570.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET		325.00

	50259 TOUCH PANEL MOUNT EVO-XZ4-M100	50.00
	50260 AUDIO EXTENSION CABLE, 3.5mm M/F STEREO, 50 FT	10.00
	50261 PANEL MOUNT LED, 24VDC - GREEN	30.00
	50262 PANEL MOUNT LED, 24VDC - BLUE	30.00
	50263 PANEL MOUNT LED, 24VDC - WHITE	30.00
	50264 PANEL MOUNT LED, 24VDC - YELLOW	30.00
	50265 PANEL MOUNT LED, 24VDC - RED	30.00
	50267 AXIS A9188 Network I/O Relay Module	500.00
	50280 AXON INTERVIEW- MOBILE KIT	12,000.00
	50281 AXIS CAMERA, AXIS Q3515-LV NETWORK CAMERA	985.00
	74112 INTERVIEW COVERT ENCLOSURE - EMERGENCY LIGHTING UNIT, BLACK	168.00
	74113 INTERVIEW COVERT ENCLOSURE - SMOKE DETECTOR, CEILING MOUNTED	121.00
	74114 Interview Covert Enclosure - Motion Sensor	115.00
	74115 INTERVIEW COVERT ENCLOSURE - FIRE STROBE, RED	190.00
	74116 INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED	121.00
<b>Performance</b>		
	73426 Performance 5 Year Upfront Payment	1,500.00
	73427 Performance Annual Payment	300.00
	73466 Performance 3 Year Upfront Payment	900.00
<b>Public Defender</b>		
	50225 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: 1 YEAR	468.00
	50226 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: 2 YEAR	936.00
	50227 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: 3 YEAR	1,404.00
	50228 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: 4 YEAR	1,872.00
	50229 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: 5 YEAR	2,340.00
	50230 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468.00
	50231 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468.00
	50232 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468.00
	50233 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468.00
	50234 PUBLIC DEFENDER PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468.00
	50270 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: 1 YEAR	180.00
	50271 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: 2 YEAR	360.00
	50272 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: 3 YEAR	540.00
	50273 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: 4 YEAR	720.00
	50274 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: 5 YEAR	900.00
	50275 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	180.00
	50276 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	180.00
	50277 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	180.00
	50278 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	180.00
	50279 PUBLIC DEFENDER BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	180.00
<b>Axon Records</b>		
	73421 AXON RECORDS 5 YEAR UPFRONT PAYMENT	1,740.00
	73422 AXON RECORDS ANNUAL PAYMENT	348.00
	73424 AXON RECORDS 3 YEAR UPFRONT PAYMENT	1,044.00
<b>Redaction Assistant</b>		
	73441 REDACTION ASSISTANT 1-10 SWORN UPFRONT PAYMENT: 5 YEAR	10,500.00
	73442 REDACTION ASSISTANT 1-10 SWORN ANNUAL PAYMENT	2,100.00
	73443 REDACTION ASSISTANT 1-10 SWORN UPFRONT PAYMENT: 3 YEAR	6,300.00
	73473 REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT	3,900.00
	73474 REDACTION ASSISTANT 11-30 SWORN UPFRONT PAYMENT: 5 YEAR	19,500.00
	73483 REDACTION ASSISTANT 31-50 SWORN ANNUAL PAYMENT	7,500.00
	73484 REDACTION ASSISTANT 31-50 SWORN UPFRONT PAYMENT: 5 YEAR	37,500.00
	73493 REDACTION ASSISTANT 51-150 SWORN ANNUAL PAYMENT	14,400.00
	73494 REDACTION ASSISTANT 51-150 SWORN UPFRONT PAYMENT: 5 YEAR	72,000.00
	73503 REDACTION ASSISTANT 151-350 SWORN ANNUAL PAYMENT	28,800.00
	73504 REDACTION ASSISTANT 151-350 SWORN UPFRONT PAYMENT: 5 YEAR	144,000.00
	73513 REDACTION ASSISTANT 351-1000 SWORN ANNUAL PAYMENT	64,800.00
	73514 REDACTION ASSISTANT 351-1000 SWORN UPFRONT PAYMENT: 5 YEAR	324,000.00
	73523 REDACTION ASSISTANT 1001-2500 SWORN ANNUAL PAYMENT	99,600.00
	73524 REDACTION ASSISTANT 1001-2500 SWORN UPFRONT PAYMENT: 5 YEAR	498,000.00
	73533 REDACTION ASSISTANT 2501-5000 SWORN ANNUAL PAYMENT	202,800.00
	73534 REDACTION ASSISTANT 2501-5000 SWORN UPFRONT PAYMENT: 5 YEAR	1,014,000.00
	73543 REDACTION ASSISTANT 5001-10000 SWORN ANNUAL PAYMENT	382,800.00
	73544 REDACTION ASSISTANT 5001-10000 SWORN UPFRONT PAYMENT: 5 YEAR	1,914,000.00
<b>TASER 7 (for OSP7 purchases)</b>		
	20008 TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	1,720.00
	20010 TASER 7 HANDLE, STANDARD, CLASS III	1,720.00
	20012 TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	38.00
	20013 TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	38.00
	20014 TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	38.00
	20015 TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	38.00
	20016 TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	49.00
	20017 TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	49.00
	20018 TASER 7 BATTERY PACK, TACTICAL	86.00
	20019 TASER 7 BATTERY PACK, COMPACT	86.00
	20040 TASER 7 HANDLE WARRANTY, 4-YEAR	300.00

20041 TASER 7 BATTERY PACK WARRANTY, 4-YEAR	18.00
20042 TASER 7 DOCK & CORE WARRANTY, 4-YEAR	300.00
20050 HOOK-AND-LOOP TRAINING (HALT) SUIT	750.00
20059 TASER 7 CARTRIDGE CARRIER, SAFARILAND	22.50
20063 TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	67.50
20068 TASER 7 HOLSTER - SAFARILAND, LEFT HAND	67.50
20070 TASER 7 E.COM YEAR 1 PAYMENT	60.00
20071 TASER 7 E.COM YEAR 2 PAYMENT	60.00
20072 TASER 7 E.COM YEAR 3 PAYMENT	60.00
20073 TASER 7 E.COM YEAR 4 PAYMENT	60.00
20074 TASER 7 E.COM YEAR 5 PAYMENT	60.00
20075 TASER 7 E.COM 5 YEAR UPFRONT PAYMENT	300.00
20076 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 1 PAYMENT	117.00
20077 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 2 PAYMENT	117.00
20078 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 3 PAYMENT	117.00
20079 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 4 PAYMENT	117.00
20080 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 5 PAYMENT	117.00
20081 TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR UPFRONT PAY	585.00
20082 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 1 PAYMENT	480.00
20083 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 2 PAYMENT	480.00
20084 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 3 PAYMENT	480.00
20085 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 4 PAYMENT	480.00
20086 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 5 PAYMENT	480.00
20087 TASER 7 BASIC - SUBSCRIPTION PLAN YEAR UPFRONT PAYMENT	2,400.00
20088 TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	720.00
20089 TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	720.00
20090 TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	720.00
20091 TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	720.00
20092 TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	720.00
20093 TASER 7 CERTIFICATION PLAN UPFRONT PAYMENT	3,600.00
20094 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT	240.00
20095 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT	240.00
20096 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT	240.00
20097 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT	240.00
20098 TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT	240.00
20099 TASER 7 CERTIFICATION PLAN ADD-ON UPFRONT PAYMENT	1,200.00
20113 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 1 PAYMENT	30.00
20114 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 2 PAYMENT	30.00
20115 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 3 PAYMENT	30.00
20116 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 4 PAYMENT	30.00
20117 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 5 PAYMENT	30.00
20118 TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM UPFRONT PAYMENT	150.00
20119 TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1,495.00
20120 TASER 7 INSTRUCTOR COURSE VOUCHER	495.00
20121 TASER 7 ONLINE TRAINING CONTENT YEAR 1 PAYMENT	30.00
20122 TASER 7 ONLINE TRAINING CONTENT YEAR 2 PAYMENT	30.00
20123 TASER 7 ONLINE TRAINING CONTENT YEAR 3 PAYMENT	30.00
20124 TASER 7 ONLINE TRAINING CONTENT YEAR 4 PAYMENT	30.00
20125 TASER 7 ONLINE TRAINING CONTENT YEAR 5 PAYMENT	30.00
20126 TASER 7 ONLINE TRAINING CONTENT UPFRONT PAYMENT	150.00
20127 TASER 7 OCULUS TRAINING CONTENT YEAR 1 PAYMENT	30.00
20128 TASER 7 OCULUS TRAINING CONTENT YEAR 2 PAYMENT	30.00
20129 TASER 7 OCULUS TRAINING CONTENT YEAR 3 PAYMENT	30.00
20130 TASER 7 OCULUS TRAINING CONTENT YEAR 4 PAYMENT	30.00
20131 TASER 7 OCULUS TRAINING CONTENT YEAR 5 PAYMENT	30.00
20132 TASER 7 OCULUS TRAINING CONTENT UPFRONT PAYMENT	150.00
20135 OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	300.00
20160 TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	80.00
20161 TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	80.00
73630 TASER 7 CERTIFICATION PLAN TRUE UP	53.00
73631 TASER 7 BASIC PLUS HANDLE TRUE UP	423.00
73632 TASER 7 BASIC TRUE UP	6.00
73635 OSP 7 PLUS TRUE UP	67.00
74200 DOCK AND CORE, TASER 7	1,500.00
80087 TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	150.00
80088 TARGET, T&E KIT, TASER 7	150.00
44729 CEW INSTRUCTOR	495.00

Training

**Freight Policy:** Freight is included in the unit prices above. All orders are shipped **F.O.B. destination** via Fed-Ex ground. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about October 28, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

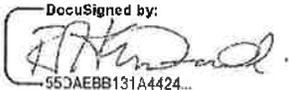
PUBLIC PROCUREMENT AUTHORITY:



Date 03/14/2019

BY: Teila Leighton  
ITS: Contract Manager

AXON ENTERPRISE, INC.:

DocuSigned by:  
  
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Date 3/13/2019 | 5:04 PM MST

BY: Robert Driscoll  
ITS: VP, Associate General Counsel

## **Second Amendment to Public Safety Cameras Master Price Agreement**

### **Price List & Product Adjustment**

This Amendment to the Master Price Agreement is effective this 11<sup>th</sup> day of June, 2018 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Public Safety Cameras.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into an Amendment to the Master Price Agreement on or about June 7, 2017; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about March 30, 2018; and

WHEREAS, Axon Flex, Axon Body, and Evidence.com product lines and related services are available through the Master Price Agreement; and

WHEREAS, Vendor has begun supplying additional products and services related to Axon Flex, Axon Body, and Evidence.com product lines; and

WHEREAS, Select products and services on the Master Price Agreement have become obsolete; and

WHEREAS, Vendor has provided notice on or about March 30, 2018 to include the new products and services at comparable pricing for the existing products and services in the Master Price Agreement and to remove the obsolete models; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment;

**NOW, THEREFORE, Purchaser and Vendor enter into the following:**

### **AMENDMENT TO PUBLIC SAFETY CAMERAS MASTER PRICE AGREEMENT**

1. **Adjustment to Pricing and Product Line on Public Safety Cameras.**  
Attachment A to the Master Price Agreement shall be amended in its entirety to read as follow

**“ATTACHMENT A**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

***Axon Flex 2 Hardware and Accessories***

<b>Model</b>	<b>Product Description</b>	<b>Agency Price Including Shipping</b>
11528	FLEX 2 CAMERA, (ONLINE)	449.00
11529	FLEX 2 CAMERA, (OFFLINE)	649.00
11530	FLEX 2 T&E KIT	1,150.00
11532	FLEX 2 CONTROLLER	250.00
11533	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48", FLEX 2	17.50
11534	USB SYNC CABLE, FLEX 2	10.50
11535	USB SYNC CABLE W/ WALL CHARGER, FLEX 2	14.95
11536	DOCK, FLEX 2, 1-BAY + CORE	375.00
11537	DOCK, FLEX 2, 6-BAY + CORE	1,495.00
11538	DOCK, FLEX 2, 1-BAY	75.00
11539	DOCK, FLEX 2, 6-BAY	1,195.00
11541	T&E DOCK, FLEX 2, 1-BAY	375.00
11542	T&E DOCK, FLEX 2, 6-BAY	1,495.00
11544	OAKLEY FLAK JACKET KIT, FLEX 2	164.00
11545	COLLAR MOUNT, FLEX 2	41.00
11546	EPAULETTE MOUNT, FLEX 2	30.50
11547	BALLCAP MOUNT, FLEX 2	29.00
11548	UNIVERSAL HELMET MOUNT, FLEX 2	26.50
11549	TACTICAL SWAT KIT, W/ ARC RAIL, FLEX 2	65.00
11553	SYNC CABLE, USB A TO 2.5MM	10.00
11554	CLIP, OAKLEY, FLEX 2	23.00
11555	MOUNT, BALLISTIC VEST, FLEX 2	31.00
11561	C-CLIP ADAPTOR, FLEX 2	12.00
71026	MAGNET MOUNT, FLEXIBLE WITH RIBS, AXON RAPIDLOCK	29.00
71037	LOW RIDER, HEADBAND, FLEX 2	29.00
71038	MAGNET MOUNT, FLEXIBLE, BACK	11.00
73004	WALL CHARGER, USB SYNC CABLE, FLEX	14.95
73005	CABLE, STRAIGHT TO RIGHT ANGLE, 36"	5.00
73008	OAKLEY, CLIP, FLEX	19.95
73009	COLLAR/VERSATILE/CAP MOUNT, FLEX	45.00
73010	LOWRIDER, HEADBAND, FLEX	49.95
73011	EPAULETTE MOUNT, FLEX	19.95
73013	HELMET MOUNT, FLEX	24.50
73020	UNIVERSAL MAGNET, CLIP, FLEX	7.95
73021	MULTI-MOUNTING OPTION KIT, FLEX	199.95
73023	CABLE, STRAIGHT TO RIGHT ANGLE, 48"	4.76
73031	VIEWER, IOS	213.00
73034	OAKLEY FLAK JACKET 1/2 KIT, FLEX	154.00
73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	29.95
73058	LOW RIDER, HEADBAND, LARGE, FLEX	54.95
73059	BALLISTICS VEST MOUNT, ROTATING, FLEX	35.50
73060	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48"	12.95
73062	BALL CAP MOUNT, AXON, FLEX	29.95
73067	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 36"	12.95
73075	HOLSTER, STANDARD UNIFORM, CLIP, AXONBODY	29.95
73077	HOLSTER, BELT CLIPS, AXONBODY	29.95
73078	HOLSTER, Z-BRACKET, HW, AXONBODY	29.95
73081	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT	14.95

73082	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER	9.00
73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	33.00
73089	POCKET MOUNT HOLSTER, AXON BODY	29.95
73092	VIEWER, ANDROID	199.00
73093	HOLSTER, HORIZ CLIP, LG, AXON BODY	29.95
73099	HELMET MOUNT, SWAT KIT, FLEX	29.95
74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, ROBIN	13.00

\* Camera system, multi-mount, viewer, case

### **Axon Body 2 Hardware and Accessories**

Model	Product Description	Agency Price Including Shipping
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	499.00
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	699.00
74006	AXON CAMERA BATTERY PACK, AXON BODY 2, BLK	39.00

### **Axon Body 2 and Flex 2 Controller Mounts \*\***

Model	Product Description	Agency Price Including Shipping
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	29.95
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	39.95
11509	BELT CLIP, RAPIDLOCK	29.95
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	29.95
74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	29.95
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	29.95
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	29.95
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	29.95
74023	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK	29.95
74054	VELCRO MOUNT, RAPID LOCK	19.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	29.95
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	39.95
11509	BELT CLIP, RAPIDLOCK	29.95
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	29.95
74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	29.95

\* Two mounts are included (a la carte) for \$0; \$29.95 for each additional mount.

### **Axon Services**

Model	Product Description	Agency Price Including Shipping
11558	PROJECT MANAGEMENT, (1 YR), AXON DEVELOPMENT PLANNING	100000.00
50200	AXON RESIDENT ANALYST, FULL TIME	250000.00
50201	AXON RESIDENT ANALYST, PART TIME	50000.00
50202	FIELD ENGINEERING CREDITS	2000.00
50203	FIELD ENGINEERING SERVICES (PER DAY), MATERIALS	1000.00
74111	FIELD ENGINEERING SERVICES (DAY RATE), TRAVEL	3500.00
80037	ADV USER MANAGEMENT ADD-ON: 1 YEAR	120.00
80038	ADV USER MANAGEMENT ADD-ON: 2 YEAR	240.00
80039	ADV USER MANAGEMENT ADD-ON: 3 YEAR	360.00
80040	ADV USER MANAGEMENT ADD-ON: 4 YEAR	480.00
80041	ADV USER MANAGEMENT ADD-ON: 5 YEAR	600.00
80042	ADV USER MANAGEMENT ADD-ON: YEAR 1 PAYMENT	120.00
80043	ADV USER MANAGEMENT ADD-ON: YEAR 2 PAYMENT	120.00
80044	ADV USER MANAGEMENT ADD-ON: YEAR 3 PAYMENT	120.00
80045	ADV USER MANAGEMENT ADD-ON: YEAR 4 PAYMENT	120.00
80046	ADV USER MANAGEMENT ADD-ON: YEAR 5 PAYMENT	120.00
80047	CAD/RMS SERVICE ADD-ON: 1 YEAR	180.00
80048	CAD/RMS SERVICE ADD-ON: 2 YEAR	360.00
80049	CAD/RMS SERVICE ADD-ON: 3 YEAR	540.00

80050	CAD/RMS SERVICE ADD-ON: 4 YEAR	720.00
80051	CAD/RMS SERVICE ADD-ON: 5 YEAR	900.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	180.00
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	180.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	180.00
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	180.00
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	180.00
80057	API PLATFORM ADD-ON: 1 YEAR	120.00
80058	API PLATFORM ADD-ON: 2 YEAR	240.00
80059	API PLATFORM ADD-ON: 3 YEAR	360.00
80060	API PLATFORM ADD-ON: 4 YEAR	480.00
80061	API PLATFORM ADD-ON: 5 YEAR	600.00
80062	API PLATFORM ADD-ON: YEAR 1 PAYMENT	120.00
80063	API PLATFORM ADD-ON: YEAR 2 PAYMENT	120.00
80064	API PLATFORM ADD-ON: YEAR 3 PAYMENT	120.00
80065	API PLATFORM ADD-ON: YEAR 4 PAYMENT	120.00
80066	API PLATFORM ADD-ON: YEAR 5 PAYMENT	120.00
71043	T&E KIT, SIGNAL SIDEARM, SERIALIZED	300.00
71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	120.00
71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	120.00
71047	SIGNAL SIDEARM, YEAR 3 PAYMENT, PARTIAL	60.00
71048	SIGNAL SIDEARM, YEAR 3 PAYMENT, FULL	120.00
71049	SIGNAL SIDEARM, YEAR 4 PAYMENT	120.00

### Axon Fleet

Model	Product Description	Agency Price Including Shipping
11613	MODEM, FIRSTNET/BAND 14	179.99
11614	DOCK, COR EXTENSIBILITY	999.99
26737	USB CABLE, VDPM	15.00
70112	AXON SIGNAL UNIT	279.00
71022	FLEET CABLE ASSEMBLY, POWER	15.00
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	15.00
71024	FLEET CABLE ASSEMBLY, ASU POWER	15.00
71050	SIGNAL SIDEARM, YEAR 5 PAYMENT	120.00
71079	CAMERA SYSTEM, FRONT, FLEET 2	360.00
71080	CAMERA MOUNT, FRONT, FLEET 2	10.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	320.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	100.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	10.00
71084	JUNCTION BOX, FLEET 2	80.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	15.00
74003	CAMERA SYSTEM, AXON FLEET	399.00

### Axon Fleet Accessories

Model	Product Description	Agency Price Including Shipping
11511	ROUTER ANTENNA, FLEET	270.00
11521	CRADLEPOINT - NETCLOUD + CRADLE CARE - 5 YEARS	550.00
11605	CRADLEPOINT ROUTER - IBR900LP6	880.00

### Axon Dock Hardware

Model	Product Description	Agency Price Including Shipping
70027	EVIDENCE.COM DOCK, CORE	300.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	42.00
70040	EVIDENCE.COM, DOCK, DESK PLATE, 6 BAYS	35.00
70042	EVIDENCE.COM, DOCK 2, SINGLE CAMERA BAYS +HUB, T&E	375.00
70043	EVIDENCE.COM DOCK 2, SIX CAMERA BAY+HUB, T&E	1495.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	1495.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	375.00
74010	AXON DOCK, 6 BAY, AXON BODY 2	1195.00

74011	AXON DOCK, SINGLE BAY, AXON BODY 2	75.00
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**Customer Care Extended Warranty**

Model	Product Description	Agency Price Including Shipping
50076	AXON DETECT SUPPORT AND MAINTENANCE	1475.00
50077	AXON FIVE PROFESSIONAL, BASIC FORENSIC, 2 DAY	4000.00
50078	AXON FIVE PROFESSIONAL, INTERMEDIATE FORENSIC, 3 DAY	6000.00
50079	AXON FIVE PROFESSIONAL, ADVANCED FORENSIC, 5 DAY	15000.00
50080	AXON DETECT, 2 DAY	4000.00
50081	AXON CONVERT, BASIC DIGITAL EVIDENCE CONVERSION, 2 DAY	4000.00
50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	975.00
50137	AXON FIVE FIRST RESPONDER	1000.00
50138	AXON FIVE FIRST RESPONDER SUPPORT AND MAINTENANCE	300.00
50140	AXON CONVERT SUPPORT AND MAINTENANCE	350.00
50199	AXON DETECT	5500.00
50204	AXON FIVE PROFESSIONAL	2975.00
50205	AXON CONVERT	1500.00
70030	EXTENDED WARRANTY, 2 YEAR,EVIDENCE.COM DOCK, HUB	79.00
70031	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, SINGLE BAY	49.36
70032	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, 6 BAY	414.97
75009	4 YEAR EXTENDED WARRANTY FLEX 2	599.00
80118	2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	299.95
80124	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	129.90
80125	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	499.90
85052	TASER ASSURANCE PLAN TASERCAM HD ANNUAL PAYMENT	109.76
85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	348.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	240.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	36.00
85083	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR	1740.00
85086	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	1200.00
85087	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR	900.00
85088	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR	648.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	336.00
87027	TASER ASSURANCE PLAN DOCK 2 3 YEAR UPFRONT	1008.00
87028	TASER ASSURANCE PLAN DOCK 2 5 YEAR UPFRONT	1680.00
87029	2 YEAR EXTENDED WARRANTY BODY 2	199.95
87030	2 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	129.90
87031	2 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	499.90
87032	4 YEAR EXTENDED WARRANTY AXON FLEET	399.90
87033	2 YEAR EXTENDED WARRANTY AXON FLEET	199.95
87035	FLEET TASER ASSURANCE PLAN: YEAR 1 PAYMENT	600.00
87036	FLEET TASER ASSURANCE PLAN: YEAR 2 PAYMENT	600.00
87037	FLEET TASER ASSURANCE PLAN: YEAR 3 PAYMENT	600.00
87038	FLEET TASER ASSURANCE PLAN: YEAR 4 PAYMENT	600.00
87039	FLEET TASER ASSURANCE PLAN: YEAR 5 PAYMENT	600.00

**Axon Fleet Wifi Offload Options**

Model	Product Description	Agency Price Including Shipping
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	600.00
74064	WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (5 CONCURRENT OFFLOADS)**	18745.00
74065	WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (25 CONCURRENT OFFLOADS)**	32980.00
74066	WI-FI OFFLOAD NETWORK PROFESSIONAL SERVICES	1000.00
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	600.00
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	600.00
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	600.00
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	600.00
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	600.00
74072	WI-FI OFFLOAD SOFTWARE MAINT: 5 YEAR UPFRONT	3000.00
74073	WI-FI OFFLOAD SOFTWARE MAINT: 3 YEAR UPFRONT	1800.00
74074	WI-FI OFFLOAD SERVER HARDWARE	3500.00

\*\* These packages are provided by a 3rd party vendor, ProLogic, and include hardware, installation, and networking.

**Axon Fleet Installation and Training**

Model	Product Description	Agency Price Including Shipping
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	1200.00
80127	EXISTING HARDWARE REMOVAL PER VEHICLE	300.00
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	250.00
80130	1 DAY, TRAIN THE TRAINER, FLEET INSTALLATION CERTIFICATION,	2500.00
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	2500.00
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	2000.00

**Axon Fleet License & Storage Plans (one license per vehicle)\***

Model	Product Description	Agency Price Including Shipping
80155	FLEET 2 UNLIMITED PACKAGE: 5 YEAR UPFRONT PAYMENT	5940.00
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	1548.00
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	1548.00
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	1548.00
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	1548.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	1548.00
80161	FLEET 2 HARDWARE BUNDLE: 5 YEAR UPFRONT PAYMENT	1440.00
80167	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 1 PAYMENT	348.00
80168	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 2 PAYMENT	348.00
80169	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 3 PAYMENT	348.00
80170	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 4 PAYMENT	348.00
80171	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 5 PAYMENT	348.00
80172	FLEET 2 VIEW XL VEHICLE LICENSE: 5 YEAR UPFRONT	1500.00
80173	FLEET 2 TAP PAYMENT: 5 YEAR UPFRONT	2400.00
80174	FLEET 2 TAP PAYMENT: YEAR 1	480.00
80175	FLEET 2 TAP PAYMENT: YEAR 2	480.00
80176	FLEET 2 TAP PAYMENT: YEAR 3	480.00
80177	FLEET 2 TAP PAYMENT: YEAR 4	480.00
80178	FLEET 2 TAP PAYMENT: YEAR 5	480.00
80179	FLEET 2 TAP TRUE-UP PAYMENT	58.00
85728	FLEET UNLIMITED PACKAGE: 1 YEAR UPFRONT PAYMENT	1188.00
85729	FLEET UNLIMITED PACKAGE: 3 YEAR UPFRONT PAYMENT	3564.00
85730	FLEET UNLIMITED PACKAGE: 5 YEAR UPFRONT PAYMENT	5940.00
85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	1188.00
85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT	1188.00
85733	FLEET UNLIMITED PACKAGE: YEAR 3 PAYMENT	1188.00
85734	FLEET UNLIMITED PACKAGE: YEAR 4 PAYMENT	1188.00
85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT	1188.00
85738	FLEET EVIDENCE.COM STORAGE (GB)	0.75
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	408.00

**Evidence.com Services**

Model	Product Description	Agency Price Including Shipping
73104	VIEWER, MOTO	253.00
80007	BASIC EVIDENCE.COM LICENSE: 1 YEAR	180.00
80008	BASIC EVIDENCE.COM LICENSE: 2 YEAR	360.00
80009	BASIC EVIDENCE.COM LICENSE: 3 YEAR	540.00
80010	BASIC EVIDENCE.COM LICENSE: 4 YEAR	720.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	900.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	180.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	180.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	180.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	180.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	180.00
80017	PRO EVIDENCE.COM LICENSE: 1 YEAR	468.00
80018	PRO EVIDENCE.COM LICENSE: 2 YEAR	936.00
80019	PRO EVIDENCE.COM LICENSE: 3 YEAR	1404.00
80020	PRO EVIDENCE.COM LICENSE: 4 YEAR	1872.00

80021	PRO EVIDENCE.COM LICENSE: 5 YEAR	2340.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468.00
80027	ENTERPRISE BUNDLE: 1 YEAR	348.00
80028	ENTERPRISE BUNDLE: 2 YEAR	696.00
80029	ENTERPRISE BUNDLE: 3 YEAR	1044.00
80030	ENTERPRISE BUNDLE: 4 YEAR	1392.00
80031	ENTERPRISE BUNDLE: 5 YEAR	1740.00
80032	ENTERPRISE BUNDLE: YEAR 1 PAYMENT	348.00
80033	ENTERPRISE BUNDLE: YEAR 2 PAYMENT	348.00
80034	ENTERPRISE BUNDLE: YEAR 3 PAYMENT	348.00
80035	ENTERPRISE BUNDLE: YEAR 4 PAYMENT	348.00
80036	ENTERPRISE BUNDLE: YEAR 5 PAYMENT	348.00
80074	OSP BWC & CEW BUNDLE: 5 YEAR	5940.00
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	1188.00
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	1188.00
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	1188.00
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	1188.00
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	1188.00
80080	UNLIMITED BWC BUNDLE: 3 YEAR	2844.00
80081	UNLIMITED BWC BUNDLE: 5 YEAR	4740.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	948.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	948.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	948.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	948.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	948.00
80123	EVIDENCE.COM STORAGE, UNLIMITED	288.00
80143	OFFICER SAFETY PLAN, FULL SERVICE	25000.00
80144	OFFICER SAFETY PLAN, STARTER	12500.00
80145	OFFICER SAFETY PLAN, TRAIN-THE-TRAINER REFRESH	2000.00
80146	VIRTUAL BODYCAM STARTER	1000.00
80147	VIRTUAL BODYCAM ADD-ON, USER CLASS	500.00
80148	VIRTUAL BODYCAM ADD-ON, SUPERVISION/SUPPORT CLASS	500.00
80149	EVIDENCE.COM STORAGE (GB) - 5 YEAR CONTRACT, FLEET	3.75
80150	EVIDENCE.COM DATA INGRESS - SERVICE FEE	15000.00
80151	EVIDENCE.COM DATA EGRESS - SERVICE FEE	10000.00
80152	EVIDENCE.COM DATA INGRESS, TB	250.00
80153	EVIDENCE.COM DATA EGRESS, TB	100.00
80154	EVIDENCE.COM STORAGE, UNLIMITED, 5 YEAR UPFRONT, FLEET	2040.00
85035	EVIDENCE.COM STORAGE	0.75
85055	AXON FULL SERVICE	15000.00
85097	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	180.00
85097	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR	180.00
85098	EVIDENCE.COM INTEGRATION LICENSE: 3 YEAR	540.00
85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	900.00
85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	180.00
85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT*	948.00
85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	948.00
85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	948.00
85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	948.00
85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	948.00
85128	EVIDENCE.COM UNLIMITED LICENSE YEAR THREE YR UPFRONT PAYMENT	2844.00
85129	EVIDENCE.COM UNLIMITED LICENSE YEAR FIVE YR UPFRONT PAYMENT	4740.00
85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT**	1188.00
85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	1188.00
85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	1188.00
85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	1188.00
85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	1188.00
85135	OFFICER SAFETY PLAN FIVE YEAR CONTRACT UPFRONT PAYMENT	5940.00
85144	AXON STARTER	2500.00
85146	AXON 1-DAY SERVICE	2000.00
85235	EVIDENCE.COM STORAGE (GB)-2 YEAR CONTRACT	1.50
85335	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT	2.25
85435	EVIDENCE.COM STORAGE (GB)-4 YEAR CONTRACT	3.00
85535	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	3.75
86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	0.38
86002	EVIDENCE.COM ARCHIVAL STORAGE 2 YEAR	0.75

86003	EVIDENCE.COM ARCHIVAL STORAGE 3 YEAR	1,13
86004	EVIDENCE.COM ARCHIVAL STORAGE 4 YEAR	1,50
86005	EVIDENCE.COM ARCHIVAL STORAGE 5 YEAR	1,88
87001	BASIC EVIDENCE.COM LICENSE: 1 YEAR	180,00
87002	BASIC EVIDENCE.COM LICENSE: 2 YEAR	360,00
87003	BASIC EVIDENCE.COM LICENSE: 3 YEAR	540,00
87004	BASIC EVIDENCE.COM LICENSE: 4 YEAR	720,00
87005	BASIC EVIDENCE.COM LICENSE: 5 YEAR	900,00
87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	180,00
87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	180,00
87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	180,00
87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	180,00
87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	180,00
89001	PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR	468,00
89002	PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR	936,00
89003	PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR	1404,00
89004	PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR	1872,00
89005	PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR	2340,00
89007	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR	468,00
89008	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR	2340,00
89009	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR	936,00
89010	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR	1404,00
89011	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR	1872,00
89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468,00
89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468,00
89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468,00
89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468,00
89300	PROFESSIONAL EVIDENCE.COM LICENSE 3 MONTHS	30,00
89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468,00
89311	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468,00
89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468,00
89411	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468,00
89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468,00
89511	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468,00
89600	PROFESSIONAL EVIDENCE.COM LICENSE 6 MONTHS	234,00

\*This license tier is only available for 3-year or 5-year terms

\*\*This license tier is only available for 5-year terms.

\*\*\* Evidence.com storage not included with the Basic Package. A-la-carte storage is required.

### Axon Commander Services

Model	Product Description	Agency Price Including Shipping
50089	COMMANDER EVIDENCE MANAGER SOFTWARE LICENSE	25000,00
50091	AXON COMMANDER PRO LICENSE	1000,00
50092	AXON COMMANDER PRO SUPPORT AND MAINTENANCE	200,00
50094	AMPED, FIVE BASIC TRAINING, HENDERSON	995,00
50095	AMPED, FIVE INTERMEDIATE TRAINING, HENDERSON	1325,00
50097	AMPED, DETECT TRAINING, HENDERSON	995,00
50155	COMMANDER SERVER 24TB	8847,91
50156	COMMANDER SERVER 36TB	9508,86
50157	COMMANDER SERVER 54TB	10796,87
50158	COMMANDER SERVER 72TB	12562,70
50159	COMMANDER SERVER 90TB	16250,00
50197	COMMANDER TERM LICENSE - PRO	468,00
50206	RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME	1600,00
50207	DNS SERVER SOFTWARE, COMMANDER	90,00
50208	ECOM CERTIFICATES, COMMANDER	15,00
50209	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-LV 12mm	106,58
50215	CAMERA, NETWORK, AXIS P3915-R	780,00

**Axon Interview Room**

Model	Product Description	Agency Price Including Shipping
30053	BELT CLIP, TASER, RIGHT, TMMS OUTER	20.00
50050	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 1 PAYMENT	828.00
50051	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 2 PAYMENT	828.00
50052	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 3 PAYMENT	828.00
50053	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 4 PAYMENT	828.00
50054	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 5 PAYMENT	828.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	1188.00
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	1188.00
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	1188.00
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	1188.00
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	1188.00
50068	BROADBERRY STORAGE SERVER EXTENDED WARRANTY 5 YEAR	1248.19
50070	AXON TOUCH PANEL SOFTWARE	1500.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	1750.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	350.00
50073	TRACER CAMERA SOFTWARE MAINTENANCE ANNUAL PAYMENT	1000.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	300.00
50083	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE 5 YEAR UPFRONT	4140.00
50084	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE 5 YEAR UPFRONT	5940.00
50085	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT	1750.00
50086	AXON TOUCH PANEL SOFTWARE MAINTENANCE 5 YEAR UPFRONT	1500.00
50088	CLEARVIEW IP RECORDING LICENSE	1500.00
50103	BROADBERRY STORAGE SERVER - 72TB USABLE	17831.32
50112	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V	940.00
50113	AXIS F41 COVERT MAIN UNIT	594.75
50114	AXIS SENSOR UNIT F1025	369.57
50115	AXIS M5014 PTZ DOME CAMERA COVERT	739.13
50116	AXIS T8311 PTZ JOYSTICK	515.00
50118	LOUROE MICROPHONE (POE)	195.00
50123	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH	760.00
50124	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	1304.35
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	5900.00
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	2600.00
50142	LOUROE LE-778 COVERT MIC	200.00
50144	RECORDING SERVER - Windows 2012 R2 64 bit ? 2U Xeon (4-core)	5525.00
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	100.00
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA	1275.00
50149	CAM CONNECTION #OM-E-1C	250.00
50150	1 OMNICAST ENTERPRISE CAM, 1 YR SMA	50.00
50151	1 UNIFIED OMNICAST/SYNERGIS STAND SYS, 1 YR SMA	200.00
50152	SV-16 SYSTEM, 1 YR SMA	250.00
50161	AXON INTERVIEW RECORDING SERVER	3856.56
50166	5 YEAR HMA - COMMANDER SERVER 24TB	13271.87
50168	5 YEAR HMA - COMMANDER SERVER 36TB	14263.29
50170	5 YEAR HMA - COMMANDER SERVER 54TB	16195.30
50172	5 YEAR HMA - COMMANDER SERVER 72TB	18844.04
50174	5 YEAR HMA - COMMANDER SERVER 90TB	23985.70
74055	FIRE STROBE - RED	222.00
74056	TOUCH PANEL WALL MOUNT	64.00
74058	INSTALLER MISC PARTS (INTERVIEW ROOM)	100.00
74059	MOTION SENSOR ENCLOSURE ? COVERT CAMERA	135.00
74061	INTERVIEW ROOM 3 YR EXTENDED WARRANTY	699.99
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	1240.99
85170	INTERVIEW ROOM, INSTALL AND SETUP	2500.00

**Freight Policy:** Freight is included in the unit prices above. All orders are shipped F.O.B. destination via Fed-Ex ground. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about October 28, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



Date 6/11/18

BY: Teila Leighton  
ITS: Contract Manager

AXON ENTERPRISE, INC.:



Date 6/18/18

BY: Robert Driscoll  
ITS: VP, sales operations

## **Amendment to Public Safety Cameras Master Price Agreement**

### **Price List & Product Adjustment, Terms Update, Name Change**

This Amendment to the Master Price Agreement is effective this 7th day of June, 2017 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Public Safety Cameras.

#### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about June 1, 2017; and

WHEREAS, Vendor included the Axon Flex, Axon Body, and Evidence.com product lines in its Proposal;

WHEREAS, new Axon Flex, Axon Body, and Evidence.com products have become available that are covered under Vendor's intended product line in its Proposal;

WHEREAS, Vendor expanded its offering to include Axon Fleet in product categories identified in the Request for Proposal and that are covered under Vendor's intended product line in its Proposal and Vendor wishes to include this product line in the Master Price Agreement;

WHEREAS, Vendor has provided notice, on or about June 1, 2017, to include the new Axon public safety camera products at comparable pricing offered for existing Axon products in the Master Price Agreement;

WHEREAS, Vendor changed its legal name from Taser International to Axon Enterprise, Inc. on or about April 5, 2017 and desires to update the agreement to reflect this change;

WHEREAS, pursuant to Attachment F, Vendor desires to reference its standard sales terms and conditions in this agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment, name change, and referenced sales terms and conditions;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## AMENDMENT TO PUBLIC SAFETY CAMERAS MASTER PRICE AGREEMENT

1. Adjustment to Pricing and Product Line on Public Safety Cameras.  
Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

### “ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

#### 2017 Law Enforcement Agency Pricing – Axon Systems

##### *Axon Flex 2 Hardware and Accessories*

Model	Product Description	Agency Price Including Shipping
11528	Axon Flex 2 Camera (online)	\$454.39 ea.
11529	Axon Flex 2 Camera (offline)	\$454.39 ea.
11532	Axon Flex 2 Controller	\$151.80 ea.
11544	Oakley Flak Jacket Kit, Axon Flex 2	\$150.79 ea.
11545	Collar Mount, Axon Flex 2	\$29.35 ea.
11554	Clip, Oakley, Axon Flex 2	\$9.11 ea.
11546	Epaulette Mount, Axon Flex 2	\$29.35 ea.
11547	Ballcap Mount, Axon Flex 2	\$19.23 ea.
11555	Mount, Ballistics Vest, Axon Flex 2	\$19.23 ea.
11548	Universal Helmet Mount, Axon Flex 2	\$19.23 ea.
11549	Tactical SWAT Kit with ARC Rail, Axon Flex 2	\$49.59 ea.
11533	Cable, Coiled, Straight to Right Angle, 48", Axon Flex 2	\$9.11 ea.
11534	USB Sync Cable, Axon Flex 2	\$9.11 ea.
73082	Wall Wart	\$9.11 ea.

\* Camera system, multi-mount, viewer, case

##### *Axon Body 2 Hardware and Accessories*

Model	Product Description	Agency Price Including Shipping
74001	Axon Body 2 Camera System (online)	\$403.79 ea.
74004	Axon Body 2 Camera System (offline)	\$403.79 ea.
74006	Axon Body 2 Battery	\$30.31 ea.
11553	USB Sync Cable	\$10.12 ea.

**Axon Body 2 and Flex 2 Controller Mounts \*\***

Model	Product Description	Agency Price Including Shipping
74006	Axon Body 2 Battery	\$30.31 ea.
74018	Z-Bracket, Men's, Axon RapidLock	\$30.31 ea.
74019	Z-Bracket, Women's Axon RapidLock	\$30.31 ea.
74020	Magnet, Flexible, Axon RapidLock	\$30.31 ea.
74021	Magnet, Outerwear, Axon RapidLock	\$30.31 ea.
74022	Small Pocket, 4" (10.1 cm), Axon RapidLock	\$30.31 ea.
74023	Large Pocket, 6" (15.2 cm), Axon RapidLock	\$30.31 ea.
11507	MOLLE Mount, Single, Axon RapidLock	\$30.31 ea.
11508	MOLLE Mount, Double, Axon RapidLock	\$40.43 ea.
11509	Belt Clip Mount, Axon RapidLock	\$30.31 ea.

\* Two mounts are included (a la carte) for \$0; \$29.95 for each additional mount.

**Axon Signal Hardware & Services**

Model	Product Description	Agency Price Including Shipping
70112	Axon Signal unit (1 per car/motor)	\$282.35 ea.
70116	Axon Signal Performance Power Magazine (SPPM)	\$91.07 ea.
Service	Signal installation and/or training	Variable

Model	Product Description	Agency Price Including Shipping
Fleet Double Bundle	Axon Fleet Double Camera Bundle includes:****	\$505.00 ea.
74003	Two Axon Fleet Cameras	included
74025	Two Axon Fleet Mount Assemblies	included
70112	One Axon Signal Unit	included

\*\*\* Requires a fleet license for the vehicle used with the Axon Fleet product.

\*\*\*\* This is a promotional price currently available for the Axon Fleet system.

**Axon Fleet Accessories**

Model	Product Description	Agency Price Including Shipping
74025	Axon Fleet Mount Assembly	\$80.91 ea.
74024	Axon Fleet Battery System	\$131.51 ea.
74027	Axon Fleet Dongle	\$15.13 ea.

**Axon Dock Hardware**

Model	Product Description	Agency Price Including Shipping
11536	1-bay + Core Axon Dock for Axon Flex 2	\$251.99 ea.
11537	6-bay + Core Axon Dock for Axon Flex 2	\$1,512.94 ea.
11538	1-bay for Axon Flex 2	\$251.99 ea.
11539	6-bay for Axon Flex 2	\$1,362.15 ea.
11541	1-bay T&E Dock for Axon Flex 2	\$251.99 ea.
11542	6-bay T&E Dock for Axon Flex 2	\$1,512.94 ea.
74009	1-bay + Core Axon Dock for Axon Body 2	\$251.99 ea.
74008	6-bay + Core Axon Dock for Axon Body 2	\$1,512.94 ea.
74011	1-bay for Axon Body 2	\$251.99 ea.
74010	6-bay for Axon Body 2	\$1,362.15 ea.
70027	Axon Dock Core, compatible with all 1-bays and 6-bays	\$150.79 ea.
70033	Wall mount, Axon Dock	\$35.42 ea.

70040	Desk plate, Axon Dock	\$35.42 ea.
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### Customer Care Extended Warranty

Model	Product Description	Agency Price Including Shipping
85070	TASER Assurance Plan Axon Body 2 annual payment	\$204.00 ea.
85054	TASER Assurance Plan Axon Flex 2 annual payment	\$276.00 ea.
85079	TASER Assurance Plan Axon Dock Single Bay annual payment	\$36.00 ea.
87026	TASER Assurance Plan Axon Dock 6-Bay annual payment	\$216.00 ea.
80118	2-Year Extended Warranty Axon Flex 2 Camera	\$299.95 ea.
87029	2-year Extended Warranty Axon Body 2 camera	\$199.95 ea.
87030	2-year Extended Warranty Axon Dock for Axon Body 2, single bay + core	\$129.90 ea.
87031	2-year Extended Warranty Axon Dock for Axon Body 2, 6-bay + core	\$499.90 ea.
80124	2-year Extended Warranty Axon Dock for Axon Flex 2, single bay + core	\$129.90 ea.
80125	2-year Extended Warranty Axon Dock for Axon Flex 2, 6-bay + core	\$499.90 ea.

Model	Product Description	Agency Price Including Shipping
11510	Cradlepoint Router - IBR1100LP6	\$667.92 ea.
11511	Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Bol	\$222.64 ea.
11512	Cradlepoint - Cellular antenna	\$15.17 ea.
11513	Cradlepoint - WiFi antenna	\$15.17 ea.
11516	Cradlepoint - Enterprise Cloud Manager, 3 yr	\$150.00 ea.
11517	Cradlepoint - Enterprise Cloud Manager, 5 yr	\$250.00 ea.
11518	Cradlepoint - CradleCare, 3 yr	\$175.00 ea.
11519	Cradlepoint - CradleCare, 5 yr	\$275.00 ea.
11520	Cradlepoint - Enterprise Cloud Manager + CradleCare, 3 yr	\$220.00 ea.
11521	Cradlepoint - Enterprise Cloud Manager + CradleCare, 5 yr	\$350.00 ea.

### Axon Fleet Wifi Offload Options

Model	Product Description	Agency Price Including Shipping
74064	WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (5 CAR CONCURRENT UPLOAD)	\$18,745 ea.
74065	WI-FI OFFLOAD WIRELESS ACCESS POINT INTEGRATION (25 CAR CONCURRENT UPLOAD)	\$32,980.00 ea.
74066	WI-FI OFFLOAD NETWORK PROFESSIONAL SERVICES	\$1,000.00 ea.
74067	WI-FI OFFLOAD STORE & FORWARD SOFTWARE LICENSE YEAR 1 PAYMENT	\$600.00 ea.
74074	WI-FI OFFLOAD STORE & FORWARD SERVER HARDWARE	\$3,000.00 ea.

### Axon Fleet Installation and Training

Model	Product Description	Agency Price Including Shipping
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	\$600.00 ea.
80126	FIRST DAY FLEET + SIGNAL INSTALLATION, UP TO 8 CARS	\$3500.00 ea.
80127	EXISTING HARDWARE REMOVAL PER VEHICLE	\$300.00 ea.
80128	FLEET WITH ROUTER INSTALLATION PER VEHICLE	\$500.00 ea.
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	\$250.00 ea.
80130	1 DAY, TRAIN THE TRAINER, FLEET INSTALLATION CERTIFICATION,	\$2500.00 ea.
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	\$2500.00 ea.
80132	FIRST DAY, SIGNAL-ONLY, INSTALL ONLY, UP TO 10 CARS	\$2500.00 ea.
80133	FLEET WITHOUT ROUTER INSTALLATION PER VEHICLE	\$350.00 ea.
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	\$2000.00 ea.
80135	FLEET + SIGNAL STARTER, 2 DAY, UP TO 8 INSTALL, 1 DAY END USER TRAINING	\$5000.00 ea.
80136	FLEET + SIGNAL FULL SERVICE, 4 DAY, UP TO 24 INSTALL, 1 DAY	\$10,000.00 ea.

### Axon Fleet License & Storage Plans (one license per vehicle)\*

Model	Product Description	Agency Price Including Shipping
87010	Fleet Basic: 1 year	\$288.00 ea.
85731	Fleet Unlimited HD: 1 year payment	\$1,188.00 ea.
85738	Fleet Evidence.com Storage (GB): 1 Year	\$0.75 ea.

### Evidence.com Services

Model	Product Description	Agency Price Including Shipping
80007	Basic Evidence.com license: 1 year	\$180.00 ea
80017	Pro Evidence.com license: 1 year	\$468.00 ea
80057	API Platform Add-On: 1 Year	\$120.00 ea
80037	Advance User Mangement Add-on: 1 Year	\$120.00 ea
80047	CAD/RMS Service Add-On: 1 Year	\$180.00 ea
80027	Enterprise Bundle Add-on: 1 Year	\$348.00 ea
80069	Ultimate Evidence.com annual payment*	\$660.00 ea
80082	Evidence.com Unlimited Plan annual payment*	\$948.00 ea
80075	Officer Safety Plan annual payment**	\$1,188.00 ea

85035	Evidence.com storage (GB): 1 year	\$0.75 ea
85055	Axon Full Service	\$15,000 ea
85144	Axon Starter	\$2,500 ea
85146	Axon 1-Day Service	\$2,000 ea
N.A.	Basic remote support	Free
73094	Viewer (fees vary based on configuration needs, viewer desired, and market price)	Variable

\*This license tier is only available for 3-year or 5-year terms

\*\*This license tier is only available for 5-year terms.

### Axon Commander Services

Model	Product Description	Agency Price Including Shipping
50170	5 YEAR HMA - COMMANDER SERVER 54TB	\$16,195.30
50172	5 YEAR HMA - COMMANDER SERVER 72TB	\$18,844.04
50160	JBOD - 144TB	\$11,277.89
50174	5 YEAR HMA - COMMANDER SERVER 90TB	\$23,985.70
50176	5 YEAR HMA - JBOD - 144TB	\$16,716.23
50163	5 YEAR HMA - INTERVIEW RECORDER	\$5,784.84
50170	5 YEAR HMA - COMMANDER SERVER 54TB	\$16,195.30
50166	5 YEAR HMA - COMMANDER SERVER 24TB	\$13,271.87
50168	5 YEAR HMA - COMMANDER SERVER 36TB	\$14,263.29
50197	COMMANDER TERM LICENSE - PRO	\$468.00
50198	COMMANDER TERM LICENSE - BASIC	\$180.00
50089	COMMANDER EVIDENCE MANAGER SOFTWARE LICENSE	\$25,000.00
50090	AXON COMMANDER BASIC LICENSE	\$500.00
50091	AXON COMMANDER PRO LICENSE	\$1,000.00
50092	AXON COMMANDER PRO SUPPORT AND MAINTENANCE	\$ 200.00
50093	AXON COMMANDER BASIC SUPPORT AND MAINTENANCE	\$100.00
50094	AMPED, FIVE BASIC TRAINING, HENDERSON	\$995.00
50095	AMPED, FIVE INTERMEDIATE TRAINING, HENDERSON	\$ 1,325.00
50097	AMPED, DETECT TRAINING, HENDERSON	\$995.00
50103	BROADBERRY STORAGE SERVER - 72TB USABLE	\$ 18,045.30
50135	AXON FIVE PROFESSIONAL	\$ 3,010.70
50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	\$ 975.00
50137	AXON FIVE FIRST RESPONDER	\$1,012.00
50138	AXON FIVE FIRST RESPONDER SUPPORT AND MAINTENANCE	\$ 300.00
50139	AXON CONVERT	\$ 1,518.00
50140	AXON CONVERT SUPPORT AND MAINTENANCE	\$350.00
50155	COMMANDER SERVER 24TB	\$8,954.08
50156	COMMANDER SERVER 36TB	\$ 9,622.97
50157	COMMANDER SERVER 54TB	\$10,926.43
50158	COMMANDER SERVER 72TB	\$12,713.45
50159	COMMANDER SERVER 90TB	\$16,182.36
50068	BROADBERRY STORAGE SERVER EXTENDED WARRANTY 5 YEAR	\$ 1,248.19
50075	AXON DETECT	\$5,566.00
50076	AXON DETECT SUPPORT AND MAINTENANCE	\$1,475.00
50077	AXON FIVE PROFESSIONAL, BASIC FORENSIC, 2 DAY	\$4,000.00
50078	AXON FIVE PROFESSIONAL, INTERMEDIATE FORENSIC, 3 DAY	\$ 6,000.00
50079	AXON FIVE PROFESSIONAL, ADVANCED FORENSIC, 5 DAY	\$ 15,000.00
50080	AXON DETECT, 2 DAY	\$4,000.00
50081	AXON CONVERT, BASIC DIGITAL EVIDENCE CONVERSION, 2 DAY	\$ 4,000.00
50082	COMMANDER ANNUAL SOFTWARE MAINTENANCE AGREEMENT	\$1,000.00

**Axon Interview Room**

	<b>Description</b>	<b>Agency Price Including Shipping</b>
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	\$1,240.99
50169	3 YEAR HMA - AXIS MAIN UNIT	\$535.28

50171	5 YEAR HMA - AXIS MAIN UNIT	\$892.13
50173	3 YEAR HMA - AXIS PTZ CAMERA	\$665.22
50182	3 YEAR HMA - POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	\$2,191.30
50175	5 YEAR HMA - AXIS PTZ CAMERA	\$1,108.70
50177	3 YEAR HMA - AXIS VANDAL DOME CAMERA 3364-V	\$807.39
50161	AXON INTERVIEW RECORDING SERVER	\$3,902.84
50162	3 YEAR HMA - INTERVIEW RECORDER	\$3,470.90
50165	3 YEAR HMA - AXIS SENSOR UNIT	\$332.61
50167	5 YEAR HMA - AXIS SENSOR UNIT	\$554.36
50179	3 YEAR HMA - HP SWITCH 8PORT GIGABIT MAX POE	\$586.95
50181	5 YEAR HMA - HP SWITCH 8PORT GIGABIT MAX POE	\$978.26
74058	INSTALLER MISC PARTS (INTERVIEW ROOM)	\$101.20
74059	MOTION SENSOR ENCLOSURE ? COVERT CAMERA	\$116.38
74060	FIRE SENSOR ENCLOSURE ? COVERT CAMERA	\$192.28
74055	FIRE STROBE - RED	\$66.72
74056	TOUCH PANEL WALL MOUNT	\$44.10
74057	MICROPHONE WORK BRACKET	\$1.61
74061	INTERVIEW ROOM 3 YR EXTENDED WARRANTY	\$699.99
50191	5 YEAR HMA - HP 24PORT GIGABIT POE MANAGED SWITCH	\$1,956.53
50194	ATDEC WALL MOUNT (VESA)	\$42.50
50195	SABRENT USB EXTERNAL SOUND	\$9.92
50188	3 YEAR HMA - CISCO SWITCH - 24-PORT POE	\$5,310.00
50189	5 YEAR HMA - CISCO SWITCH - 24-PORT POE	\$8,850.00
50190	3 YEAR HMA - HP 24PORT GIGABIT POE MANAGED SWITCH	\$1,173.92
50101	RECORDING SERVER - WINDOWS SERVER W/ 16 GB RAM - 2U XEON E-3	\$4,426.40
50112	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V	\$907.87
50113	AXIS F41 COVERT MAIN UNIT	\$601.89
50114	AXIS SENSOR UNIT F1025	\$374.00
50115	AXIS M5014 PTZ DOME CAMERA COVERT	\$748.00
50118	LOUROE MICROPHONE (POE)	\$184.80
50123	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH	\$660.00
50124	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	\$1,320.00
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	\$5,970.80
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	\$2,464.00
50142	LOUROE LE-778 COVERT MIC	\$184.39
50144	RECORDING SERVER - WIN 2012 RS300 ORION CIARA SERVER	\$2,755.87
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	\$101.20
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA	\$1,172.16
50149	CAM CONNECTION #OM-E-1C	\$250.00
50150	1 OMNICAST ENTERPRISE CAM, 1 YR SMA	\$50.00
50151	1 UNIFIED OMNICAST/SYNERGIS STAND SYS, 1 YR SMA	\$200.00
50152	SV-16 SYSTEM, 1 YR SMA	\$250.00
50050	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE: 1 YEAR	\$828.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE: 1 YEAR	\$1,188.00
50070	AXON TOUCH PANEL SOFTWARE	\$1,500.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	\$1,750.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	\$350.00

**Freight Policy:** Freight is included in the unit prices above. All orders are shipped F.O.B. destination via Fed-Ex ground. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.”

2. **Name Change.** Any and all references to Taser International in the Master Price Agreement shall be updated to reflect its name change to Axon Enterprise, Inc.

3. **Terms and Conditions.** Vendor's Terms and Conditions shall be referenced in this Master Price Agreement by reviewing such Terms and Conditions at <https://www.axon.com/legal/sales-terms-and-conditions>.

4. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about October 28, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:

*Heidi Arnold*

June 7, 2017

Date \_\_\_\_\_

BY: Heidi Arnold

ITS: Contract Manager

AXON ENTERPRISE, INC.:

*Robert Daircoll*

Date

*6/7/17*

BY: ROBERT DAIRCOLL

ITS: VP, SALES OPERATIONS

**PUBLIC PROCUREMENT AUTHORITY**  
**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY ("PPA" or "Purchaser") and TASER International ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY CAMERAS and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, Purchaser and Vendor desires to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Parties" shall mean the Purchaser and Vendor.

1.2 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 1505 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind that govern the Products and Services offered in this Agreement.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe on the Purchase Order.

1.6 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.7 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Vendor may from time to time agree. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 "National Purchasing Partners (NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.10 "Lead Contracting Agency" shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.11 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this agreement.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Vendor for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those

contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services which are identical or similar to the Products and Services described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to Section 3.1 is **approved** and by this reference incorporated herein.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed an Intergovernmental Cooperative Purchasing Agreement (IGA) as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.5.2 *This Solicitation meets the public contracting requirements of the*

*Purchaser and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.5.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to the terms of the RFP.

2.6 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement. Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that the Lead Contracting Agency and/or the proposer may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original term.

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the pricing specified for each such Product and Service on Attachment A. Unless Attachment A expressly provides otherwise, the pricing schedule for Products and Services set forth on Attachment A hereto shall remain fixed for the entire term of the Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements

as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Vendor for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Vendor to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser. Reductions or discount increases will be valid for the amount of time stated on the offer and will not be effective if notice of acceptance occurs after expiration of the offer. In addition, limited time promotions will be valid for the amount of time stated on the offer and will not be effective if notice of acceptance occurs after expiration of the offer.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination to the requesting Participating Agency. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor. If Vendor for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Vendor shall promptly notify Purchaser in writing. Except as otherwise provided in Article 16 below, if Vendor does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid

and/or absorbed by Vendor without additional cost to Purchaser. It is Vendor's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the PPA upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Master Price Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Public Procurement Authority. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Public Procurement Authority under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Public Procurement Authority, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Public Procurement Authority and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Public Procurement Authority.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), and National Purchasing Partners, LLC from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly by any of the Indemnitees by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law that should be reasonably known at the time, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Vendor shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Vendor by Purchaser. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Article shall survive the expiration or termination of this Agreement.

6.2 **LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement is extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within seven (7) days after delivery to the Purchaser's Destination. Products not inspected within seven (7) days after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at the time of inspection to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 9 - SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws. At Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 - PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither party has the power or authority to bind or commit the other.

### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail, by email, or by nationally recognized overnight courier to the address or individual specified below:

If to Purchaser:  
Public Procurement Authority  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville OR 97070  
ATTN: Heidi Arnold

If to Vendor:  
TASER International  
17800 N. 85<sup>th</sup> Street  
Scottsdale AZ 85255-9603  
ATTN: Bobby Driscoll

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

### **ARTICLE 16 - FORCE MAJEURE**

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 17 - WAIVER**

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver

of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Vendor without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Vendor shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

**ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by both parties hereto.

**ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contracts Manager  
Public Procurement Authority

Dated: 10/28/15

VENDOR:

Signature: [Signature]

Printed Name: JOSH ISNER

Title: EUP SALES  
TASER International

Dated: 10/22/15

**ATTACHMENT A**

to Master Price Agreement by and between VENDOR and PURCHASER.

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Original Price List has been removed but is available upon request. Current Price List is included in Attachment A in the Amendment set forth at the beginning of this document.

## **ATTACHMENT B**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

### **ADDITIONAL SELLER WARRANTIES**

- 1 Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.
- 2 Warranty Limitations.**
  - 2.1** The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.
  - 2.2** To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.
  - 2.3** TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the

prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory

- 3** **Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.
- 3.1** For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.
- 3.2** Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.
- 3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

## **ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### **PARTICIPATING AGENCIES**

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master price Agreement. Vendor must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the National Purchasing Partners web site, [www.nppgovernment.com](http://www.nppgovernment.com) and [www.firerescue-gpo.com](http://www.firerescue-gpo.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

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

**SUBMITTED BY: FINANCE COMMITTEE**

**2019 CR**

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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 the 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, in regular session, this 26<sup>th</sup> day of November, 2019, 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 Prosecutor 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 State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

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

**BE IT FURTHER RESOLVED**, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of the County of Winnebago in the discharge of the State's Attorney's 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 hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2020, commencing December 1, 2019 and ending November 30, 2020, by hereby appropriating the sum of \$42,000.00 as consideration for the express purpose of providing apportion 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 2020.

**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

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Keith McDonald

\_\_\_\_\_  
Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

Attested by:

\_\_\_\_\_  
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

## INVOICE STATEMENT

September 27, 2019



Honorable Marilyn Hite Ross  
Winnebago County State's Attorney  
Winnebago County Courthouse  
400 W. State Street, Suite 619  
Rockford, Illinois 61101

### COLLECTION OF COUNTY MATCHING FUNDS December 1, 2019 - November 30, 2020

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

AMOUNT DUE: \$42,000.00

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.**

**2020 Fiscal Year**

Finance: November 21,  
2019

Lay Over: November 26,  
2019

Sponsored by:

**Final Vote: December 19,  
2019**

Jaime Salgado, Finance Committee Chairman

**2019 CO**

**TO:** THE HONORABLE 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, 2019 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2020 at its September 26, 2019 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 the 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 following increases are hereby authorized.

**2020-003 SCAPP Grant**

**Reason:** The County received Federal grant funds from the U.S. Department of Justice for the State Criminal Alien Assistance Program (SCAAP). The availability of funds is uncertain during the budget preparation. Upon receipt of the grant funds, the County pays Justice Benefits System for services provided to gather statistical information to submit the grant application. The remainder of the proceeds will be transferred to the General Fund for Corrections salaries.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:** None

**Revenue Source:** Donation

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Other Professional Services	60200	43190	02038	13,452
Transfer to General Fund	60200	49110	02038	47,690
Federal Grant Revenue	60200	32110	02038	(61,142)

**Total Adjustment:** \$0

**(AGREE)**

Respectfully Submitted,  
**FINANCE COMMITTEE**  
**(DISAGREE)**

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
DAVID FIDUCCIA

\_\_\_\_\_  
DAVID FIDUCCIA

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

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

\_\_\_\_\_  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2020  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/5/2019		AMENDMENT NO: 2020-003			
DEPARTMENT:		Sheriff's Grant Fund		SUBMITTED BY: Finance on behalf of Sheriff			
FUND#:		0302		DEPT. BUDGET NO.			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
	60200-43190-02038	Other Professional Services	\$0	\$0	\$0	\$13,452	\$13,452
	60200-49110-02038	Transfer to General Fund	\$0	\$0	\$0	\$47,690	\$47,690
<b>Revenue</b>							
	60200-32110-02038	Federal Grant Revenue (SCAAP)	\$0	\$0	\$0	\$61,142	\$61,142
<b>TOTAL ADJUSTMENT:</b>						\$0	\$0
Reason budget amendment is required:							
<p>The County received Federal grant funds from the U.S. Department of Justice for the State Criminal Alien Assistance Program (SCAAP). The availability of funds is uncertain during the budget preparation. Upon receipt of the grant funds, the County pays Justice Benefits System for services provided to gather statistical information to submit the grant application. The remainder of the proceeds will be transferred to the General Fund for Corrections salaries.</p>							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2021 budget: None							
None							
Revenue Source: _____							

**2020 Fiscal Year**

Finance: November 21,  
2019

Lay Over: November 26,  
2019

Sponsored by:

**Final Vote: December 19,  
2019**

Jaime Salgado, Finance Committee Chairman

**2019 CO**

**TO:** THE HONORABLE 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, 2019 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2020 at its September 26, 2019 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 the 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 following increases are hereby authorized.

**2020-004 Sheriff’s Department Grant**

**Reason:** Budget amendment is needed to allow for expenditure of grant funds received in FY19 for canine donation but not fully expended in FY19

**Alternative:** N/A

**Impact to fiscal year 2020 budget:** None

**Revenue Source:** Donation

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Other Department Expense	60200	42990	02055	5,302
<b><u>Total Adjustment:</u></b>				<b><u>\$5,302</u></b>

**(AGREE)**

Respectfully Submitted,  
**FINANCE COMMITTEE**  
**(DISAGREE)**

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
DAVID FIDUCCIA

\_\_\_\_\_  
DAVID FIDUCCIA

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

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BURT GERL

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

\_\_\_\_\_  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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



# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
November 26, 2019

**Zoning Committee.....Jim Webster, Committee Chairman**

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. Z-11-19 A MAP AMENDMENT TO REZONE +/- 1.775 ACRES FROM THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Ken and Audrey Kawlewski, on behalf of James and Carol Kerrigan, Property Owners, for the property that is commonly known as 7847 Prairie Hill Road, South Beloit IL 61080 in Roscoe Township.  
Part of PIN: 04-14-226-003 C.B. District: 4  
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES  
**ZBA Recommends: APPROVAL (6-0)**  
**ZC Recommends: TBD**
  
2. Z-10-19 A MAP AMENDMENT TO REZONE +/- 5.1 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE A2, AGRICULTURE-RELATED BUSINESS DISTRICT, requested by Community Power Group, LLC, contract purchaser, whom is represented by Michael Borkowski, Project Manager, for property owned by Lyle H. and Kathleen J. Hill, Trustees, that is commonly known as 8236 Trask Bridge Road, Rockford, IL 61101 in Burritt Township.  
Part of PIN: 10-14-300-010 C.B. District: 1  
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES  
**ZBA Recommends: APPROVAL (6-0)**  
**ZC Recommends: TBD**

**TO BE VOTED ON: NONE**

- 
3. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
    - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Tuesday, **December 10, 2019**, at 5:30 p.m. in Room 303 of the County Administration Building.
    - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **December 18, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

**ECONOMIC  
DEVELOPMENT  
COMMITTEE**

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

**SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

**2019 CR \_\_\_\_\_**

---

**RESOLUTION TO GRANT ESTWING MANUFACTURING COMPANY, INC.  
\$150,000 FROM HOST FEES AS A ONE-TIME PAYMENT IN THE FISCAL YEAR 2020**

---

**WHEREAS**, The County of Winnebago, Illinois supports manufacturing in the Winnebago County, Illinois community; and

**WHEREAS**, Estwing Manufacturing Company, Inc. (Estwing) has been a long-time manufacturer in Winnebago County; and

**WHEREAS**, Estwing is planning to expand its building located in Rockford, Winnebago County, Illinois by 35,000 square feet to its main plant and 4,800 to its forge building as part of its new heat treat line and invest \$11,000,000 in the new line and equipment; and

**WHEREAS**, currently employs 296 persons and with this expansion intends to create 46 new jobs.

**NOW THEREFORE, BE IT RESOLVED**, the County of Winnebago, Illinois will grant \$150,000.00 (One Hundred and Fifty Thousand Dollars) to Estwing during the Fiscal Year 2020 host fee funds to assist in its creation of a new line, investment in new equipment, and expansion as well as retaining the 296 current jobs with the creation of 46 new jobs; and

**BE IT FURTHER RESOLVED**, that this resolution shall be in full force and effect immediately upon its adoption; and

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Administrator, the County Auditor, the County Finance Director, and the Director of Development Services.

Respectfully submitted,  
**Economic Development Committee**  
**DISAGREE**

**AGREE**

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

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

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

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

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

\_\_\_\_\_  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

PIN: 04-27-301-001



**Legend**  
Tax Parcels

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 160 feet





Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	50628302
Entity Name	ESTWING MANUFACTURING COMPANY, INC.
Status	ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
FOREIGN BCA

Qualification Date (Foreign)  
Monday, 31 March 1975

State  
DELAWARE

Duration Date  
PERPETUAL

#### Agent Information

Name  
SHARON L PHILLIPS

Address

2647 EIGHTH ST  
ROCKFORD , IL 61109

Change Date  
Tuesday, 29 June 2010

## Annual Report

Filing Date  
Wednesday, 27 February 2019

For Year  
2019

## Officers

President  
Name & Address  
MARK YOUNGREN 2787 N DAVID COURT OREGON IL 61061

Secretary  
Name & Address  
ROXANNE TUCKETT 720 E SHORE DR SUMMERLAND KEY FL 33042

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



Board of Review Equalized Value	=	134509
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	134509
County Multiplier	x	1.0000
Revised Equalized Value	=	134509
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	134509
Tax Rate for Tax Code 001	x	14.2700
Calculated Tax	=	\$19194.44
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$19194.44
<b>Fair Market Value:</b> 403570		<b>1977 Equalized Value:</b> 62508

**Taxing Bodies and Rates**

<b>Taxing Body</b>	<b>Rate</b>	<b>Tax</b>
WINNEBAGO COUNTY	1.0173	\$1368.37
FOREST PRESERVE	0.1147	\$154.28
ROCKFORD TOWNSHIP	0.1385	\$186.29
ROCKFORD CITY	3.1194	\$4195.87
ROCKFORD PARK DISTRICT	1.0963	\$1474.62
ROCK RIVER WATER REC	0.1964	\$264.18
ROCKFORD CITY LIBRARY	0.4890	\$657.75
GREATER RKFD AIRPORT	0.1073	\$144.33
ROCKFORD SCHOOL DIST 205	7.3508	\$9887.49
COMMUNITY COLLEGE 511	0.4987	\$670.80
ROCKFORD TWSP ROAD	0.1416	\$190.46

\*\*\*\*\* **End of Real Estate Tax Information** \*\*\*\*\*

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# Winnebago County Supervisor of Assessments

[Wincoil Home Page](#)  
[Treasurer Home Page](#)  
[Supervisor of Assessments](#)  
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## Parcel Details for Parcel Number 15-02-226-005

[View Property via WinGIS](#)  
[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

Please choose the tax year you would like to view details for:

### Detailed Property Information

<b>Parcel Number</b>	15-02-226-005	<b>Alternate Parcel Number</b>	218A502	<b>Property Location</b>	2647 8TH ST	<b>Township</b>	ROCKFORD
----------------------	---------------	--------------------------------	---------	--------------------------	-------------	-----------------	----------

<b>Taxpayer</b>	ESTWING MFG CO 2647 8TH ST ROCKFORD, IL 61109	<b>Owner</b>	ESTWING MFG CO 2647 8TH ST ROCKFORD, IL 61109
-----------------	---	--------------	---

**Information for the Assessment year:** 2019 **SA Equalization Factor:** 1.000000 (included in current value)

<u>Assessment Level</u>	<u>Land/Lot</u>	<u>Dwelling</u>	<u>Farm Land</u>	<u>Farm Building</u>	<u>Total</u>	<u>CNST/DEM</u>
Current Available Assessed Value	18400	91639	0	0	110039	0
Prior Year Equalized Assessment Value	18268	116241	0	0	134509	0

<b>1977 EAV:</b>	62508	<b>Class Code:</b>	0081--Ind Land + Improve	<b>Acres:</b>	2.3200
<b>Section:</b>	02	<b>Township(Lot):</b>	16	<b>Range(Block):</b>	

### Exemption Information

Fraternal Asmnt Freeze	NO
Owner Occupied	NO
50% Special Ownr Occupied	NO
Senior Citizen	NO
Home Improvement	NO for the total amount of: 0
Historic Freeze	NO
Senior Assessment Freeze	NO with a base value of: 0
Disabled Veteran	NO
Veteran Freeze	NO
Disabled Vet 50%	NO
Disabled Vet 75%	NO
Disabled Vet 70-100%	NO
Disabled Person	NO
Exempt Parcel	NO

**Abbreviated Legal Description:** EXC E33FT ALL N200FT S800FT N1230FT OF E538.4FT OF W 638.4FT E 1/2 NE1/4 SEC: 02 TWP: 043 RANGE: 001 ACRES: 2.32

*(not to be used as a recordable legal description)*

### Abstract:

#### Parent Codes:

1.



Board of Review Equalized Value	=	298572
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	298572
County Multiplier	x	1.0000
Revised Equalized Value	=	298572
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	298572
Tax Rate for Tax Code 001	x	14.2700
Calculated Tax	=	\$42606.22
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$42606.22
<b>Fair Market Value:</b> 895810		<b>1977 Equalized Value:</b> 83449

**Taxing Bodies and Rates**

<b>Taxing Body</b>	<b>Rate</b>	<b>Tax</b>
WINNEBAGO COUNTY	1.0173	\$3037.37
FOREST PRESERVE	0.1147	\$342.46
ROCKFORD TOWNSHIP	0.1385	\$413.52
ROCKFORD CITY	3.1194	\$9313.65
ROCKFORD PARK DISTRICT	1.0963	\$3273.24
ROCK RIVER WATER REC	0.1964	\$586.40
ROCKFORD CITY LIBRARY	0.4890	\$1460.02
GREATER RKFD AIRPORT	0.1073	\$320.37
ROCKFORD SCHOOL DIST 205	7.3508	\$21947.43
COMMUNITY COLLEGE 511	0.4987	\$1488.98
ROCKFORD TWSP ROAD	0.1416	\$422.78

\*\*\*\*\* **End of Real Estate Tax Information** \*\*\*\*\*

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# Winnebago County Supervisor of Assessments

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[Treasurer Home Page](#)  
[Supervisor of Assessments](#)  
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## Parcel Details for Parcel Number 15-02-226-006

[View Property via WinGIS](#)  
[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

Please choose the tax year you would like to view details for:

### Detailed Property Information

<b>Parcel Number</b>	<b>Alternate Parcel Number</b>	<b>Property Location</b>	<b>Township</b>
15-02-226-006	218A503	2647 8TH ST	ROCKFORD

<b>Taxpayer</b>	<b>Owner</b>
ESTWING MFG CO 2647 8TH ST ROCKFORD, IL 61109	ESTWING MFG CO 2647 8TH ST ROCKFORD, IL 61109

**Information for the Assessment year:** 2019 **SA Equalization Factor:** 1.000000 (included in current value)

<u>Assessment Level</u>	<u>Land/Lot</u>	<u>Dwelling</u>	<u>Farm Land</u>	<u>Farm Building</u>	<u>Total</u>	<u>CNST/DEM</u>
Current Available Assessed Value	29653	318584	0	0	348237	0
Prior Year Equalized Assessment Value	27946	270626	0	0	298572	0

<b>1977 EAV:</b> 83449	<b>Class Code:</b> 0081--Ind Land + Improve	<b>Acres:</b> 6.2800
<b>Section:</b> 02	<b>Township(Lot):</b> 16	<b>Range(Block):</b>

### Exemption Information

Fraternal Asmnt Freeze	NO
Owner Occupied	NO
50% Special Ownr Occupied	NO
Senior Citizen	NO
Home Improvement	NO for the total amount of: 0
Historic Freeze	NO
Senior Assessment Freeze	NO with a base value of: 0
Disabled Veteran	NO
Veteran Freeze	NO
Disabled Vet 50%	NO
Disabled Vet 75%	NO
Disabled Vet 70-100%	NO
Disabled Person	NO
Exempt Parcel	NO

**Abbreviated Legal Description:** EXC E 33FT EXC S30FT ALL S600FT OF N1230FT OF E538.4FT OF W638.4FT E1/2 NE1/4 SEC: 02 TWP: 043 RANGE: 001 ACRES: 6.28  
*(not to be used as a recordable legal description)*

**Abstract:**  
**Parent Codes:**  
 1.



# WINNEBAGO COUNTY

— ILLINOIS —

**Winnebago County  
Economic Development, Business Incentive and Host Fee Program  
Application**

Please provide supporting documentation as necessary.

### Part 1: COMPANY INFORMATION

Company information (include name, d/b/a, street address, city, zip code, phone & fax numbers and website address).

Estwing Manufacturing Company, 2647 8th St, Rockford, IL 61109

815-397-9521 www.estwing.com

Type of organization: (corporation, partnership, LLC, Corporation)

etc.): FEIN #36-1049360 Illinois

IBT# 0291-9125

If a corporation or subsidiary, include corporation name street address, city, zip code, phone & fax numbers and website address.

Address same as above

Executive officer/authorized company representative (include full name, title, office address, phone number and email address)

Mark Youngren, President & COO myoungren@estwing.com

2647 8th St. Rockford, IL 61109 815-397-9521

Please provide a general description of the company, how long the company has been in business locally and overall, type and description of business/industry, SIC/NAICS codes:

Estwing is a manufacturer of high end hand tools. Product offering consists mainly of hammers, axes and pry bars. Estwing is a family owned company started in Rockford in 1923 doing business at its present location since 1926. Estwing ships products all over the world. SIC# 3423 NAICS 332216

<b>Current Employment</b>	<b>Full-Time</b>	<b>Part-Time</b>
Locally:	342	2
Company Wide:	342	2

**Part II: PROJECT LOCATION**

Type of development: \_\_\_ New Construction  Addition \_\_\_ Re-utilization vacant building

New or relocating business? \_\_\_ If relocating, from where? \_\_\_\_\_

Proposed project location in Winnebago County

Street Address: 2647 8th St. City Rockford

Parcel Identification Number (PIN #) 15-02-226-005 Current Zoning: I1  
6.28A, 15-02-226-006 2.32A

Size of parcel: \_\_\_\_\_ Building area to be added: 40,000 sq ft  
Size of Building: 96,800

Owned

Will the project location be owned or leased by the applicant? \_\_\_\_\_  
If leased, proposed length of lease? \_\_\_\_\_

*Note: A company must sign a minimum of a five-year lease in order to be eligible to apply for a property tax incentive. Additionally, an incentive will not be offered in excess of the length of the lease. However, should a company have, for example, a five year lease with a renewable option after five years, they could be granted a 10-year incentive. Should the company choose not to renew their contract after five years, the incentive would cease. An executed copy of the lease will be required for verification.*

Lessor of any site must be a party to the Business Incentive Program agreement. Lessor Company Contact: \_\_\_\_\_

Other Location(s) being consideration – both within and outside of Winnebago County: Beloit, WI where we were offered land for \$1 plus numerous other incentives including streamlined permitting process

Indiana

Property Acquisition/Entitlement Timeline: \_\_\_\_\_

**Part III: PROJECT DESCRIPTION**

Description of the proposed project/improvements:

The 40,000 sq ft addition actually consists of two additions. 5,000 sq ft to a current 19,200 sq ft

---

forge building and 35,000 sq ft onto the existing plant. Also much work will be done replacing

---

and razing many old structures significantly cleaning the property up.

---

Please attach a concept plan for the building/site improvements.

Project timeline: Proposed construction start: Spring 2019

Anticipated completion: Spring 2020

Identify the intended % of labor force expected from Winnebago County: 80%

---

Total estimated project costs/investment (including acquisition and soft costs): \$ 11M

- 1) Land & Site Improvements: \$ \_\_\_\_\_
- 2) Utility / Infrastructure Improvements: \$ \_\_\_\_\_
- 3) Building Improvements: \$ \_\_\_\_\_
- 4) Equipment / Machinery \$ \_\_\_\_\_

\$4,597,000 building and \$6,496,750 equipment looking like it will be higher

What additional utilities and/or infrastructure improvements will be needed to support the investment? (road improvements, utility services, telecommunications/ broadband, rail spurs, etc.)

Over \$800,000 in electrical infrastructure improvements

---

How will the infrastructure improvements be funded? Shareholders equity and loans

---

Indicate any special environmental or efficiency factors that will be incorporated into the project:  
LED lighting and capture of process heat in the winter

---

**Part IV: EMPLOYMENT IMPACT**

Total Jobs Retained/Created, Average Wages, and Total Payroll for Years 1, 2, 3 and at Full Capacity:

	Year 1	Year 2	Year 3	Full Capacity
# of Employees Transferred	0	_____	_____	_____
# of New Jobs Created	46	_____	_____	_____
# of Winnebago County jobs retained	296	_____	_____	_____
Total # of Employees	342	_____	_____	_____
Average Wage (non-management)	_____	_____	_____	_____
Total Payroll (all employees)	_____	_____	_____	_____

*median salary \$50,000 w/benefits*

**EMPLOYEE BENEFITS**

Please summarize benefits below and attach copies of insurance and pension plans.

Benefits	None	Employee	Employee & Family
Medical/Dental/ Vision Insurance			X
Retirement			401K

15-02-226-005  
15-02-226-006

Part V: ECONOMIC IMPACT

Current EAV: Land: 18,400 29,653 Building: 91,639 318,584 For tax year 2019  
#48,053 \$1410,223 Total = #458,276

Estimated increase in Equalized Assessed Valuation: \$ \_\_\_\_\_  
Calculated at 1/3 of the increase in fair market value directly resulting from the proposed investment and/or improvements.

Expected increase in Company Revenue Generation: \$ 0

Expected increase in Sales Taxes Generation (if applicable): \$ \_\_\_\_\_

Estimated annual cost to operate/maintain the facility? \_\_\_\_\_/Sq. ft.

Estimated annual cost for:		
Property Taxes:	\$	/Square Foot
Utility Taxes:	\$	/Square Foot
Telecommunications Tax:	\$	/Square Foot
Special District Tax:	\$	/Square Foot

Total investment in new machinery and equipment, within the first three years:

First Year: \$ 2.9M Second Year: \$ 3.9M Third Year: \$ 1.5M

**Part VI: STATEMENT OF QUALIFICATION AND JUSTIFICATION**

Please provide the following in support of your application and request:

**1) What type of assistance is being requested**



**a. Host Fee Funds**

- i What is the amount (\$) being requested? \$ 150,000
- ii What is the repayment period of time being requested (up to a maximum of 20 years)? \_\_\_\_\_ years  
We were not aware of any repayment due



**b. Tax Abatement (Rebates)**

**2) Need for Assistance:** Applicants must demonstrate a **competitive need** for the incentive. In order to do this, the company must either provide evidence of location options **or** sign a "but for" statement. ***In either case the applicant must demonstrate a cost differential.***

- a. ***Evidence of location options*** –The applicant must provide evidence of non-Winnebago County location options, which could be that the applicant has multiple location options (including other company-owned locations) and could locate outside of Winnebago County or demonstrate that at least one other non-Winnebago County location is being considered for the project. Such proof shall include, but is not limited to, incentive letters, prospective offers from other states, or other documentation indicating the firm's interest in alternative, non- Winnebago County locations; ***or***,
- b. ***"But for" projects*** – The applicant must establish that "but for the Incentive, the capital investment, job creation and retention occur elsewhere."

If you select this option, an authorized representative shall sign the below statement representing that without the Incentive, the company would not be inclined to undertake the project and create new jobs and/or retain existing jobs in Winnebago County:

*"I certify that capital improvements would not be placed in service and the job creation and/or retention of existing jobs would not occur without the Winnebago County Economic Development and Business Incentive Program".*

Signed: \_\_\_\_\_  
[CEO/President/Owned]

Date: \_\_\_\_\_

3) **Demonstrate a Cost Differential:** The applicant must complete a cost comparison of Winnebago County' site vs. the finalist non- Winnebago County alternative (s) and identify the cost differences. For example, the company must demonstrate that Winnebago County costs - such as utilities, property taxes, employee-based taxes, construction and/or building lease, annual building maintenance & operations and labor - exceed those of all competing locations under final consideration. **Please sign and attach your Statement of Cost Differential and include at the top the following information:**

- a. **Company Description:** Describe the nature of the company seeking the incentive -- its products and markets -- and demonstrate that the company is an eligible type of business.
- b. **Project Description:** Describe the nature and location of the project for which the firm is seeking a rebate; demonstrate the firm is expanding or retaining operations. If the project involves the consolidation of a number of facilities to a single facility, please include the name of the facility being relocated, its current address, the number of employees currently being employed at that site, the median wage/salary of the employees at that site, the number of jobs from that site that will be relocated to the new site and the current function of the location (.e. corporate headquarters, warehouse/distribution, branch manufacturing plant, customer service center). Also, please be sure to note any special factors such as LEEDS certifications, energy efficiency measures or brownfield development
- c. **Need for Local Assistance:** Describe the need for an incentive and how (if applicable) the applicant's use of the incentive may increase employment in Winnebago County.

Identify a cost differential for the project by responding to either item i) or ii) below. **(Include this calculation in your Statement of Cost Differential and label it as "Cost Differential.")**

- i **Industry Based Cost Differential:** Provide evidence of a cost differential based on comparison of industry costs in other areas. Such proof shall include, but is not limited to, financial statements or internal memoranda; records of industry's cost structure in the other areas; general comparisons of costs of labor, utilities, taxes and so on; or any other financial documentation evidencing cost differential.
- ii **Site Based Cost Differential:** Provide evidence of a cost differential based on comparison of Winnebago County vs. finalist non-Winnebago County sites. Such proof shall include, but is not limited to: written information such as non- Winnebago County sites under consideration; cost/benefit analyses of moving or closing the business; general comparisons of costs of labor, utilities, taxes, fees, construction and/or lease at the other sites under consideration; the specific value of

incentives and/or lower taxes of a competing site; or any other documentation proving cost differential.

Once Winnebago County receives this information, it will initiate primary and secondary research and dialog with the applicant to validate the cost differential.

**4) Eligible Projects:** Projects must be a new construction, expansion of an existing facility or the re-occupancy of a vacant facility.

**Is the company expanding operations?** (Check one of the three boxes which apply)

- Siting a new facility (with capital investment and new jobs) in Winnebago County; or
- Expanding its operation (capital investment and new jobs) at a current Winnebago County location; or
- If relocating operations within Winnebago County, the company must demonstrate the expansion cannot be accommodated at the current site due to constraints, including but not limited to:
  - lack of adequate street or road capacity or access;
  - inability of local authorities to assist in the expansion;
  - lack of available contiguous land for expansion;
  - excessive land costs in the current location;
  - reconstruction requires a shutdown of operations;
  - structurally or functionally obsolete facility;
  - lack of adequate utility capacity;
  - lack of available work force; or similar reasons.

Once an application is received, if the company is proposing to move a facility from one Winnebago County location to another, Winnebago County will send a letter to the mayor of the current host community to verify the site constraints that are "pushing" the expansion to another Winnebago County location.

**5) Acknowledgement of the CLAW-BACK Language**

The application shall include an acknowledgement of the requirement to maintain operations at the project location for, at a minimum, the length of the incentive granted, beginning on the date the project is placed in service. A discontinuance by the company of operations at the project location during the first half of the term of this agreement shall result in all of the incentives taken by the company during such period being deemed "wrongfully incentivized under provisions adopting this Business Incentive resolution" and shall be subject to forfeiture. Discontinuance by the company of operations at the project location after said initial period (one half of the length of incentive granted) shall not result in the forfeiture of any incentives previously taken by the company but shall result in the discontinuance of future benefits.

**CERTIFICATION OF APPLICATION**

*The CEO and/or Chairman of the Board of the applicant hereby acknowledges and agrees to their responsibilities relative to the Winnebago County Economic Development and Business Incentive program.*

---

**Signature of Applicant**

**Title**

**Date**

3a) Estwing Manufacturing Company manufactures and distributes striking and struck tools, including claw hammers, axes, specialty hand tools, and pry bars. The company has only one manufacturing location in the world and that is here in Rockford, Illinois. The company is privately held by descendants of the founder. Estwing product lines are sold in leading hardware stores, home centers and retailers in the United States, Canada, and in many countries throughout the world.

3b) The project consists of two additions. A 4,800 sq ft addition to the forge shop to make room for a 4<sup>th</sup> forging line. Also includes a 35,000 sq ft addition to the main plant to aid in product flow, a better environment for employees and increased efficiencies. In order to accomplish the electrical infrastructure must be completely redone, 10 small buildings will be razed resulting in an improved site. Energy saving measures include use of LED lighting and capturing of process heat during the winter.

3c) As costs continue to rise and our customers not accepting price increases it is increasingly difficult to compete with Asian products. Cost of doing business in the state of Illinois is really becoming unbearable. We need some incentive from state and local government to show that our business is valued here.

3cii)

- Land to build on \$1

- Used buildings of the correct size and much newer than our current facility on the market
- Manufacturing and Agricultural Tax Credit (MAC) bringing income tax down to .15% from 9.5%. This alone would save us \$6.4M over 10 years.
- TIF
- TEA Grant
- Business development tax credit BTC would yield us \$1M over the next 3 years. This coupled with the MAC credit yields \$7.4M over 10 years.
- Wisconsin Permit Primer making permitting much smoother
- City of Beloit Development Opportunity Zone Tax Credits
- Enterprise Zone
- Customized Labor Training Program
- Wisconsin Economic Development Corp Training Grant
- Blackhawk Technical College has many curriculums in manufacturing technologies

Communications and information on Wisconsin please see attached.

Southern Wisconsin was seriously considered over Indiana as we felt most of our good workforce would commute with many living near Wisconsin currently. However Indiana's business climate does seem more favorable.

Wisconsin

<b>Cost (10 years)</b>	<b>Illinois Site</b>	<b>Alt State 1</b>	<b>Alt State 2</b>
Labor (salary + benefits)	\$ 15,068,610	\$ 15,068,610	\$ -
Workers Compensation Insurance	\$ 525,520	\$ 429,361	\$ -
Unemployment Insurance	\$ 6,898	\$ 15,120	\$ -
Infrastructure Improvements-Offsite	\$ -	\$ -	\$ -
Land & Building Costs-Own	\$ 4,597,000	\$ 2,975,000	\$ -
Maintenance Costs	\$ 2,250,000	\$ 1,700,000	\$ -
Equipment	\$ 6,496,750	\$ 8,000,000	\$ -
State & Local Incentives <i>(totals from below)</i>	\$ -	\$ (7,400,000)	\$ -
Other: Real Estate Taxes	\$ 750,000	\$ 460,000	\$ -
<b>Total</b>	<b>\$ 29,694,778</b>	<b>\$ 21,248,091</b>	<b>\$ -</b>

## Jack Ryan

---

**From:** Janke, Andrew <JankeA@beloitwi.gov>  
**Sent:** Thursday, September 6, 2018 11:32 AM  
**To:** 'jryan@estwing.com'  
**Subject:** Beloit Gateway Business Park  
**Attachments:** GatewayMarketingKitFinal4-12-18.pdf; Gateway Business Park Map - 7-18.pdf

Jack,

It was a pleasure speaking to you this morning about your possible interest in locating a manufacturing facility in Beloit, Wisconsin. I mentioned in our conversation there are build-t-suite sites in the Gateway Business Park that could meet your needs. We have manufacturing sites available from 2 to 65 acres all of which are fully improved and designated "Shovel Ready." For projects that offers significant economic impact to the community (job creation and private investment) we are able to offer sites for as little as \$1.00. Attached is a marketing brochure that provides additional information on the park and a map showing the sites that are currently available. Note that the sites hatched in green on this map would be suitable for your proposed manufacturing use. The two lots at the north east corner of Gateway Board and Colley Road combined would comprise 9.9 acres and could accommodate a 200,000 square foot building.

After you review this material if you are interested in continuing the conversation let me know and I can arrange a meeting to discuss further. At the meeting I could include my economic development partners from Rock County and the State of Wisconsin who could discuss any incentives or workforce development resources your project might qualify for. Note that upfront, as a manufacturer, if you locate in Wisconsin you will automatically be eligible for the Manufacturing and Agricultural Tax Credit Program that will effectively bring you state income tax to below 1%.

Let me know if you would like to explore these options further and if you have any questions don't hesitate to contact me directly

---

Andrew L. Janke, CPM | *Economic Development Director*

[jankea@beloitwi.gov](mailto:jankea@beloitwi.gov)

Department of Economic Development

City of Beloit | 100 State Street | Beloit, WI 53511 | [beloitwi.gov](http://beloitwi.gov)

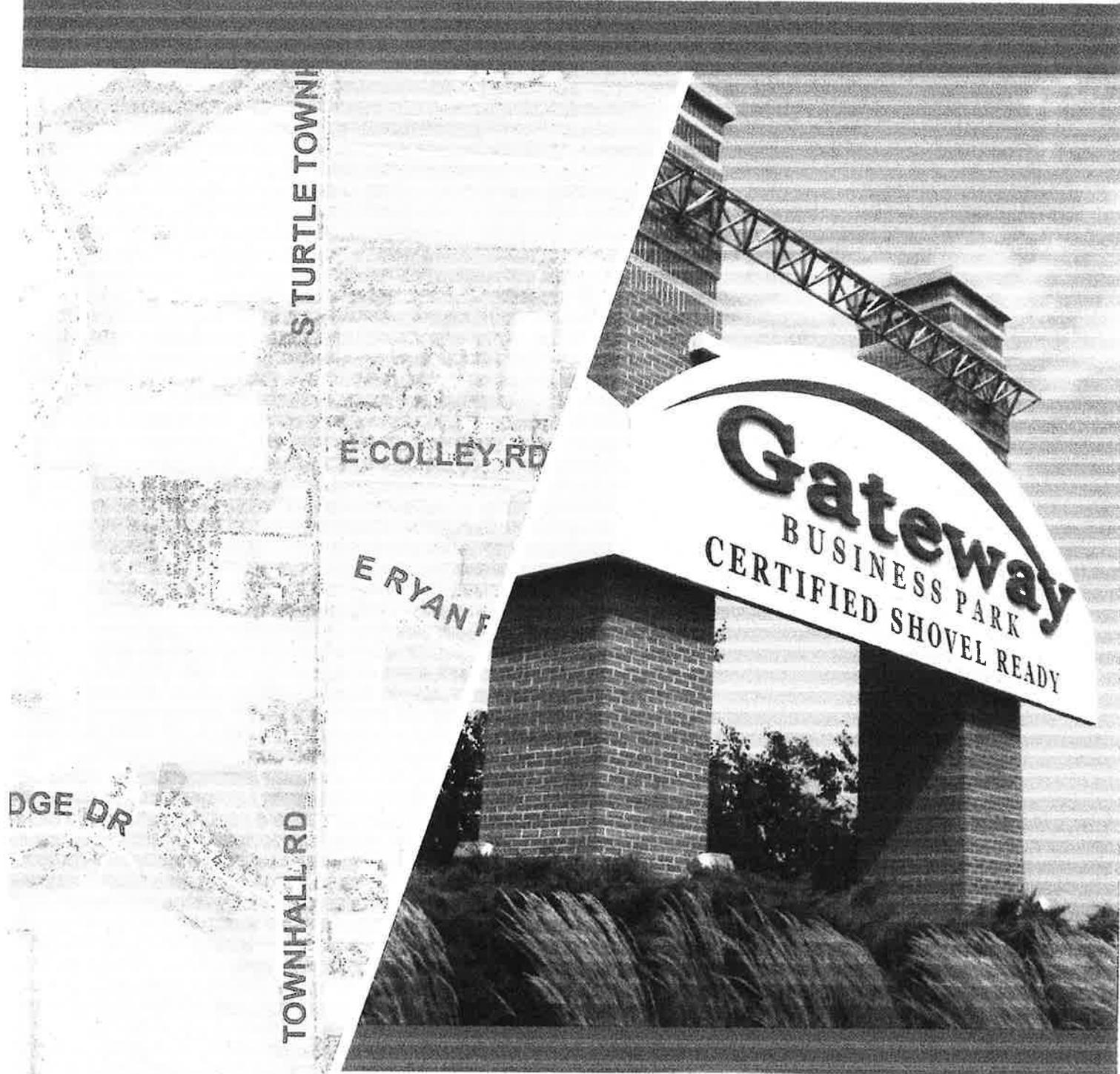
Office: (608)364-6748 | Fax: (608)364-6756 | Mobile: (608)290-2903



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See City of Beloit full e-mail disclaimer at [beloitwi.gov](http://beloitwi.gov)



# The Gateway

BUSINESS PARK

A Joint Development Between The City of Beloit & The Greater Beloit Economic Development Corporation



## Introducing The Gateway Business Park

The City of Beloit and The Greater Beloit Economic Development Corporation are pleased to present The Gateway Business Park, a 450-acre development at the intersection of I-90/39 and I-43 just north of the Wisconsin/Illinois border. The park is located within the City's Development Opportunity Zone, which offers income tax credits to developers, financiers, and corporations that invest or locate here. The park is also included in Tax Increment District #10, making other development incentives available for your business.

### Benefits of The Gateway Business Park include:

- Much of the park is designated "shovel ready" for manufacturing and distribution by the site selection consultant team of Ady-Austin and/or "Certified in Wisconsin" by the Wisconsin Economic Development Corporation
- Excellent location at the intersection of I-90/39 and I-43, just north of the Wisconsin/Illinois border
- Adjacent interstate visibility and access
- Available quality workforce
- Advantageous Wisconsin business climate
- Affordably priced land
- Economic development incentives available
- Competitive energy costs
- Flexible lot sizing — 2- to 65-acre sites
- Value protecting, high-quality architectural standards
- Central distribution location
- Dynamic, pro-business city
- Ample water resources

### Companies Located in or Near The Gateway Business Park

A number of nationally and globally recognized companies are located in and around The Gateway Business Park home, including:

- Staples Order Fulfillment Center
- Morse Group
- Specialty Tools
- Snyder's Lance-Kettle Brands
- Alliance Development
- Kerry
- Pratt Industries
- Chicago Fittings
- NorthStar Medical Radioisotopes
- G5 Brewing Co.

**FOR MORE INFORMATION:**  
Andrew Janke, *Executive Director*

500 Public Avenue | Beloit, WI 53511  
Direct: 608.364.6748 | [jankea@beloitwi.gov](mailto:jankea@beloitwi.gov)

**Pricing:** **Industrial Sites**  
\$30,000 per acre  
Fully improved



**Industrial Sites Fronting I-39/90**  
\$35,000 per acre  
Fully improved

**Multi-Family Sites**  
\$40,000 per acre  
Fully improved  
Zoning allows for up to 25 units

**Commercial/Office**  
\$40,000 per acre  
Infrastructure to the lot line

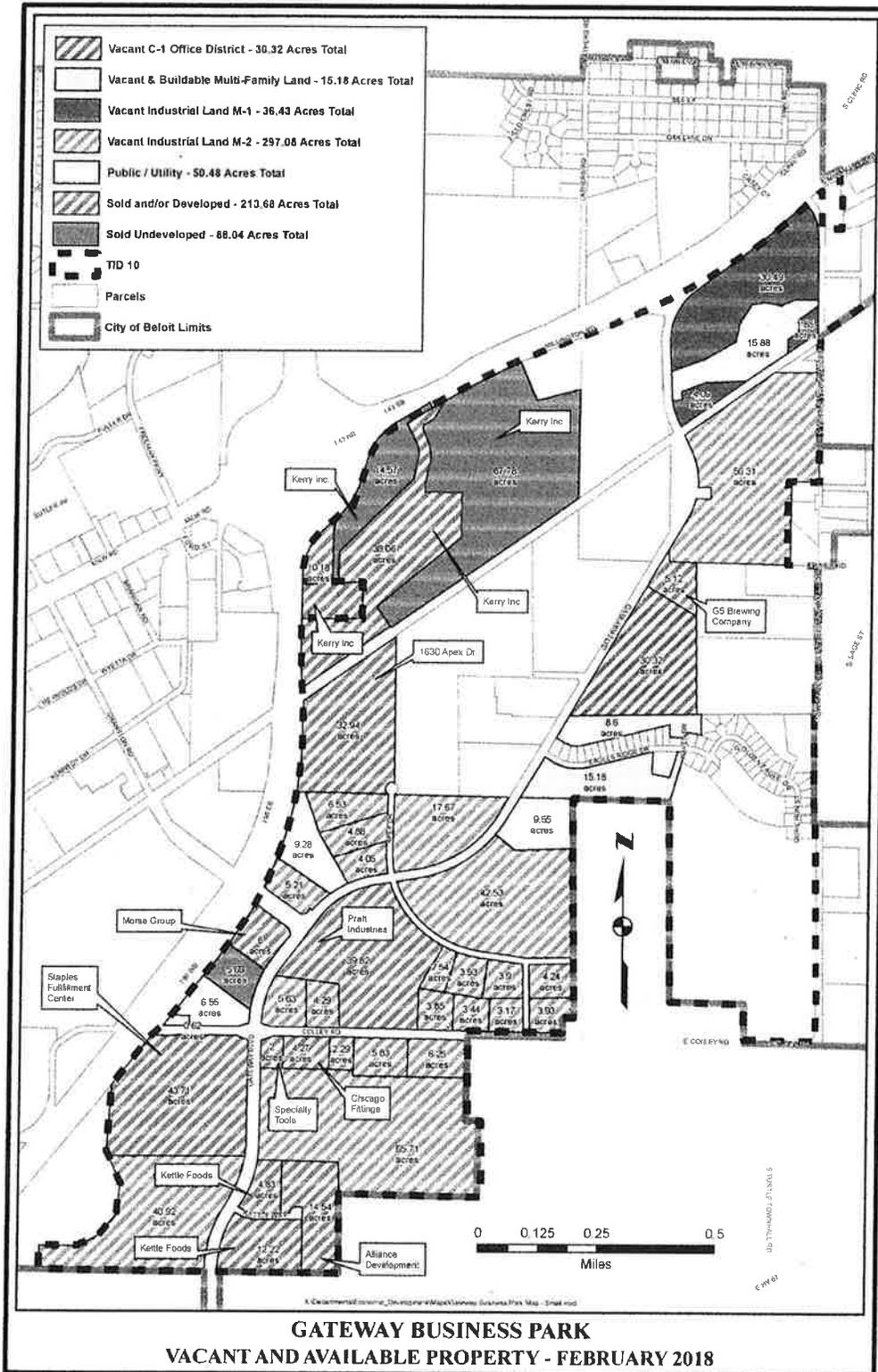
- Location:** Located within 500 miles of Beloit:
- 33% of the nation's population
  - 30% of all U.S. business operations
  - 31% of the nation's manufacturing companies
  - 38% of all U.S. manufacturing volume
  - 50% of the nation's top 20 metro manufacturing centers

**For Information:** **Andrew Janke, CPM**  
*Executive Director*  
**Greater Beloit Economic Development Corporation**  
500 Public Avenue  
Beloit, WI 53511  
(608) 364-6748  
*JankeA@beloitwi.gov*



# The Gateway

BUSINESS PARK



**FOR MORE INFORMATION:**  
Andrew Janke, Executive Director

500 Public Avenue | Beloit, WI 53511  
Direct: 608 364.6748 | [janke@beloitwi.gov](mailto:janke@beloitwi.gov)

## Construction Guidelines Summary

- Building:**
- Building Set Backs:**
    - 50' Abutting a public street right-of-way
    - 25' Not abutting a public street
  - Parking Set Backs:**
    - 20' Abutting any other public street right-of-way
    - 15' Not abutting a public street
  - Minimum Building Size:**
    - 4,000 Sq. Ft. Per Acre — Office
    - 5,000 Sq. Ft. Per Acre — Industrial
  - Land/Building Ratio:**
    - Maximum: 80% coverage of land by building and hard surface (e.g., parking lots)

**Building Permits:** Plan review is completed locally, allowing for “fast-tracking” of permit applications. Permits normally are issued within 30 days, with early-start permits available.

**Site/Building Design:** Quality Covenants/City Site Review and Landscape Standards

**Timing:** Construction must begin within one year of land sale closing.

**Zoning:** M-1 and M-2

**Site Sizes:** 2 to 65 acres

## Inventory of Economic Development Incentives\*

### Direct Developer Incentives

When an individual development or business is located or expands within an existing Tax Incremental Finance District (TIF), the City of Beloit may consider providing a Direct Developer Incentive for projects that generate new increment (new property taxes) and create and/or retain jobs. Direct Developer Incentives are cash payments made to a business or developer which are calculated as a percentage of the property taxes paid by that development for a period of years following occupancy. Direct Developer Incentive payments are always contingent upon meeting specified job creation or retention criteria specified in a Council approved development agreement.

### Wisconsin Manufacturing and Agriculture Credit (MAC)

WI's Manufacturing & Agriculture Credit (MAC) virtually eliminates the state income tax due on qualified manufacturing activities. In Tax Year 2016 and beyond the credit equals 7.5% making the effective rate .15%. The MAC, which applies to C-Corps and pass through entities too (e.g. S-Corp, LLC, LLP) is an automatic deduction and it's not subject to meeting any type of prescribed investment or employment thresholds.

### Transportation Economic Assistance (TEA) Grant

When appropriate, the City will apply for a TEA Grant and/or other Grants from the State of Wisconsin to help finance transportation related infrastructure improvements. The TEA Grant program is a matching grant program with projects capped at \$1 million, and will fund \$5,000 for every FTE created and retained. For more information, please visit <http://wisconsin.gov/Pages/doing-bus/local-gov/astnce-pgrms/aid/tea.aspx>

### Wisconsin Business Development Tax Credit Program

The Business Development Tax Credit (BTC) program is a performance-based, refundable income tax credit program designed to encourage business development in Wisconsin. The Program supports job creation, capital investment, training and corporate headquarters location or retention by providing businesses located in, or relocating to, Wisconsin refundable tax credits that can help to reduce the company's Wisconsin income/franchise tax liability or provide a refund, thereby helping to enhance the company's cash flow to expand the project's scope, accelerate the timing of the project or enhance payroll. Tax credits are subject to job retention requirements; for full details, see the program guidelines. For more information contact WEDC Regional Account Managers at <http://inwisconsin.com/regional-economic-development-directors/>.

### Wisconsin Permit Primer

The Wisconsin Department of Natural Resources' Permit Primer is a web-based system that provides fast accurate information on permitting questions 24/7. Users are asked questions that help determine which permits they need and once identified, users can download permit forms from the site. Visit the site at <http://dnr.wi.gov/topic/SmallBusiness/Primer/>. For more information about the Permit Primer contact Laurel Sukup at 608-267-6817 or [Laurel.Sukup@wisconsin.gov](mailto:Laurel.Sukup@wisconsin.gov).

\*All incentives are subject to approval, have eligibility requirements, are competitive, and are available on a first come first serve basis, and as resources are available and are subject to change.

**FOR MORE INFORMATION:**  
Andrew Janke, Executive Director

500 Public Avenue | Beloit, WI 53511  
Direct: 608.364.6748 | [jankea@beloitwi.gov](mailto:jankea@beloitwi.gov)

### **Provision of Infrastructure**

Providing that the development or business is located within an existing and open TIF district, the City may provide industrial quality street, utility services, and other required infrastructure improvements.

### **"Fast Track" Building Permit Process**

As previously noted, the City of Beloit will "fast-track" all review processes within its control and be ready to issue permits for construction often in less than 3 weeks after final submittals with early-start permits available.

### **Beloit Development Opportunity Zone Tax Credits - City Wide**

Companies that locate or expand in the City of Beloit are eligible to claim tax credits for job creation for full-time positions that are Wisconsin residents. Credits generally range between \$3,000 and \$8,000 per FTE created. Furthermore, companies located and conducting economic activity in the Development Zone will be eligible to claim state income tax credits for capital investments. These credits can be applied at 3% against the purchase price of real estate, personal property, or construction costs. These credits will be able to be carried forward up to fifteen years.

### **Enterprise Zone Tax Credits**

The goal of the Enterprise Zone (EZ) Program is to incent projects involving expansion of existing Wisconsin businesses or relocation of major business operations from other states to Wisconsin. The program supports job creation, job retention, capital investment, training and Wisconsin supply chain investment by providing companies with refundable tax credits that can help to reduce their Wisconsin state income tax liability or provide a refund, thereby helping to enhance their cash flow to expand the expansion project's scope, accelerate the timing of the project or enhance payroll.

### **Customized Labor Training Program - Fast Forward Program**

Wisconsin Fast Forward helps address the state's need for skilled workers. The program created worker training grants and makes other investments to prepare workers for jobs available today and in the years to come. Wisconsin Fast Forward will make up to \$15 million in grants available to support employer-led worker training. The Department of Workforce Development's new Office of Skills Development (OSD) will administer the program. An additional component of Wisconsin Fast Forward includes resources to develop a cutting-edge labor market information system in the future. Not only will the system provide real-time labor intelligence, but it will also service as an effective forum to connect job seekers and employers with available jobs. For more information visit: [www.WisconsinFastForward.com](http://www.WisconsinFastForward.com).

### **Wisconsin Economic Development Corporation Training Grant**

The goal of the Workforce Training Grant Program is to incent new and expanding businesses to attract, develop and retain talent in the state of Wisconsin. This program primarily supports the following WEDC Strategic Pillar and Focus Area- Business Development: Business Retention and Expansion. The program aids businesses

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in attracting, developing and retaining talent as a part of a business development project. The program provides grant funds to businesses to upgrade or improve the job-related skills of a business's existing and new employees. The program incents job training that focuses on new technology, industrial skills, manufacturing processes, or leadership development. The training must not be currently available through other resources such as Wisconsin Technical College System, Microsoft Office training, OSHA courses, DWD Fast Forward, unless the program timeline does not coincide with business needs. For more information visit <http://inwisconsin.com/grow-your-business/programs/training-grants/>. Contact WEDC Regional Account Managers at <http://inwisconsin.com/regional-economic-development-directors/> or more information, contact Rock County's Regional Manager, Melissa Hunt at 608-210-6780 or [melissa.hunt@wedc.org](mailto:melissa.hunt@wedc.org).

### **Adult and Dislocated Worker Training Programs**

The Southwest Wisconsin Workforce Development Board (SWWDB) is a private, non-profit corporation established by the Workforce Innovation and Opportunity Act (WIOA). SWWDB is responsible for the planning and oversight of the public workforce system in southwest Wisconsin. SWWDB is dedicated to promoting innovation and providing quality local workforce development programs and services to businesses and residents in Southwest Wisconsin. Services include but are not limited to: On-The-Job (OJT) Training: On-the-job training provides occupational training reimbursing the employer up to 50% of the employee's wage rate as compensation for the employer's "extraordinary" costs. Customized Training: Training that is designed and conducted to meet the special requirements of an employer and Incumbent Worker Training: Customized training for existing for-profit businesses intended to retain and keep businesses competitive through upgrade skills training for existing full-time employees. For additional information about any of these services and more, please contact: Gail Graham, 608-314-3300 Ext. 304 or [g.graham@swwdb.org](mailto:g.graham@swwdb.org).

### **Small Business Administration (SBA) 504 Financing**

If for some reason Industrial Revenue Bonds (IRB) are not a financially feasible option for your use, perhaps we can assist you in obtaining SBA 504 financing for the real estate and depreciable equipment purchases required of such a move. SBA 504 financing requires only 10% equity ingestion on the part of the company with 50% coming from a primary financing institution, and the balance 40% coming from a federal government issued debenture obtained through the state 504 organization. The 40% debenture takes an automatic second position behind your primary lender and is fixed for up to a 20-year period at interest rates that are comparable to IRB rates. The only caveat with SBA 504 financing is that it usually is not available to start-up companies, but each case is considered differently.

### **City of Beloit Commercial and Industrial Loan Program**

The City of Beloit administers a revolving loan fund geared towards businesses that create new jobs and tax base within the City. This program can provide up to 100% of your initial financing needs for real estate and depreciable assets and will take an automatic second position behind your primary financing provider. Interest rates are determined on a case by case basis and may be deferred. Projects that eliminate blight, redevelop property or buildings that have been vacant for a prolonged period of time,

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and/or support or contribute to one of the City of Beloit's target industry clusters may also be eligible for enhanced credit terms. The terms are dependent on the collateral used to secure the loan but can range from three to twenty years for repayment. Funds are limited.

### **GBEDC Multi-Bank Loan Pool**

The City of Beloit's Economic Development Corporation has worked with BMO Harris Bank, Advia Credit Union, First National Bank, Blackhawk Bank, and Gateway Community Bank to establish a joint economic development Multi-Bank Loan Pool. This one million dollar fund was designed to assist in financing projects in Greater Beloit that will result in significant job creations and or investment. Applications for this fund are required to meet conventional underwriting banking requirements.

### **Cost of Electrical Power**

The cost of electrical power for large users can be as much as 15% to 20% cheaper in Alliant Energy territory over that of Commonwealth Edison in Illinois. You and your company will have to negotiate in advance with Alliant Energy to determine what the actual cost of power for your business. For more information, please contact Donna Walker, Community and Economic Development Manager, at (608)458-5753 or [donna.walker@alliantenergy.com](mailto:donna.walker@alliantenergy.com).

### **Industrial Revenue Bonds**

The City of Beloit can assist in obtaining industrial revenue bonds for your new construction and new equipment purchases for an industrial facility for their communities. Industrial revenue bonds are tax exempt and interest rates typically from 1.5 to 2.5 percentage points below corporate bonds. The terms of the bond issue are negotiable and can be structured to meet the needs of the borrower. The costs of issuing the bonds, which can be sizeable, can be spread out over the term of the bond issue. Companies interested in this program will need to hire a Bond Council.

### **WEDC Business Development Loan Program**

This program offers financing primarily to small businesses (fewer than 500 employees) that have limited access to standard types of debt or equity financing. The program is intended to provide gap financing to existing businesses (in operation for at least 12 months) seeking to expand, increase operational efficiency, or enhance competitiveness in key Wisconsin industries. Eligible industries include: aerospace, manufacturing, bioscience, energy, power and control, food and beverage, forest products, water technology, and transportation. Funds can be used for real property, plant and equipment, long-term leasehold improvements, and working capital. Loan amounts are typically between \$100,000 and \$500,000 for terms between 60 – 72 months. Companies located in Beloit may be eligible for discounted interest rates due to its distressed status. For full details see Program Guidelines here: <https://wedc.org/programs-and-resources/business-development-loan-program/>. For more information contact WEDC Regional Account Managers at <http://in.wisconsin.com/regional-economic-development-directors/>.

*\*All incentives are subject to approval, have eligibility requirements, are competitive, and are available on a first come first serve basis, and as resources are available and are subject to change.*

## Wisconsin vs. Illinois Tax Rates\*

	Wisconsin Tax Rates	Illinois Tax Rates
<b>Corporate Income</b>	<p>Base: Net Income Rate: 7.9%<sup>1</sup></p> <p><i>(Plus an economic development surcharge equal to 3.00% for corporations with at least \$4 million in gross receipts (minimum surcharge \$25; maximum \$9,800)</i></p> <p><sup>1</sup>Manufacturers can claim a credit of 7.5%, making the effective rate 15%.</p>	<p>Base: Net Income Rate: 9.5%</p> <p><i>(Corporate tax plus a 2.5% personal property replacement tax)</i></p> <p>Apportionment: 100% sales</p>
<b>Personal Income</b>	<p>Rates: 4.00-7.65%<sup>**</sup></p> <p><i>(Depending upon marital status and income)</i></p>	<p>Rates: 4.95%</p> <p><i>(S corporations, trusts, and partnerships pay an additional personal property replacement tax of 2.05% of net income)</i></p>
<b>Property</b>	<p>Base: Real Property and Tangible Personal Property</p> <p><i>Base: Real property and tangible personal property (exemptions for machinery and equipment used in manufacturing; manufacturing, merchant, and farm inventories; and computer hardware and software)</i></p> <p><i>Pay 2017 statewide average effective rate is \$19.68 per \$1,000 of full value. Effective full value rate for property in Milwaukee County is \$26.13 per \$1,000. Average rate for all cities is \$22.91/\$1,000.</i></p>	<p>Base: Real Property</p> <p><i>Pay 2016 commercial property tax rate is estimated at 3.6% of value in Chicago. Industrial rates are 2.16% in Chicago.</i></p>
<b>Sales &amp; Use</b>	<p>State Rate: 5.00%</p> <p><i>(Exemptions for manufacturing equipment, manufacturing consumables, pollution control equipment, and production fuel and electricity)</i></p> <p>Local County Option: 0.50%</p> <p>Combined Rates: 5.00-6.75%</p>	<p>State Rate: 6.25%</p> <p><i>(Exemption for manufacturing equipment)</i></p> <p>Local Option Rate: 0.00-4.75%</p> <p>Combined Rates: 6.25-11.00%</p> <p>Cook/DuPage County <i>(Plus City Rates): 9.00/7.25%</i></p>
<b>Unemployment Compensation</b>	<p>Base: \$14,000 Rates: 0.05-12.00%</p> <p>New Employers: 3.25-3.40%</p> <p>New Construction Employers: 6.60%</p>	<p>Base: \$12,960 Rates: 0.55-7.75%</p> <p>New Employers: 3.55%</p> <p>New Construction Employers: 5.85%</p>
<b>Additional Taxes</b>	None	<p>City of Chicago: Employer's Expense Tax Vehicle Fuel Tax Telecommunications Tax Transactions Taxes</p>
<b>Right to Work</b>	Yes	No
<b>Workers Compensation</b>	Average Premium: \$1.92/\$100 of payroll	Average Premium: \$2.35/\$100 of payroll

### Calculate Your Costs:

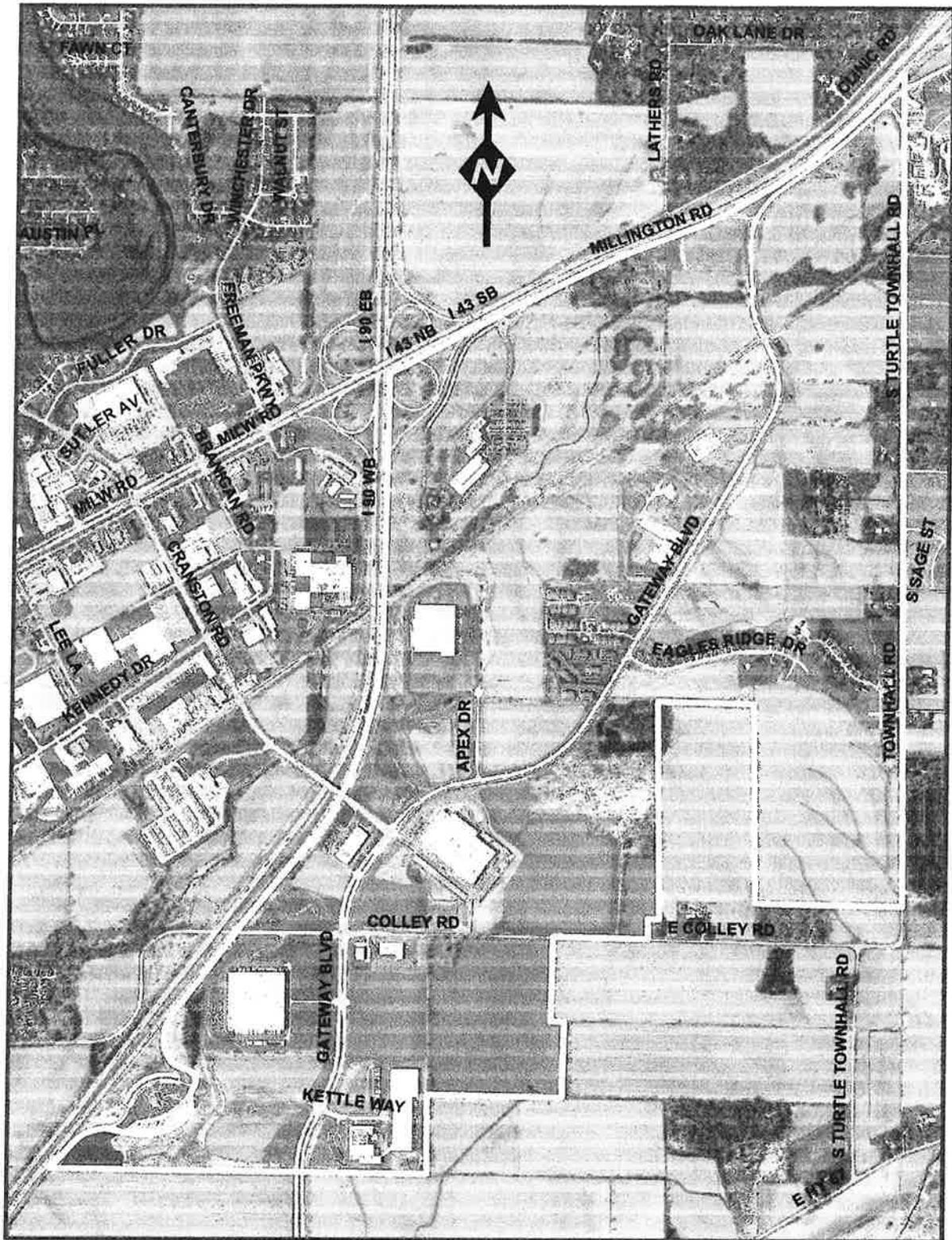
[www.rockcountyalliance.com/  
businessresources/costcalculator](http://www.rockcountyalliance.com/businessresources/costcalculator)

*\*Source: WI Department of Revenue; Tax Foundation; various reports.*

*This information was collected from sources deemed reliable; however, information is subject to change without notice. If you have questions or need clarification, please contact the appropriate state agency or department.*

FOR MORE INFORMATION:  
Andrew Janke, Executive Director

500 Public Avenue | Beloit, WI 53511  
Direct: 608 364.6748 | [janke@beloitwi.gov](mailto:janke@beloitwi.gov)



Minneapolis

Green Bay  
Appleton

Madison  
Milwaukee

**The Gateway**  
BUSINESS PARK

**Beloit**

Des Moines  
Quad Cities

Chicago

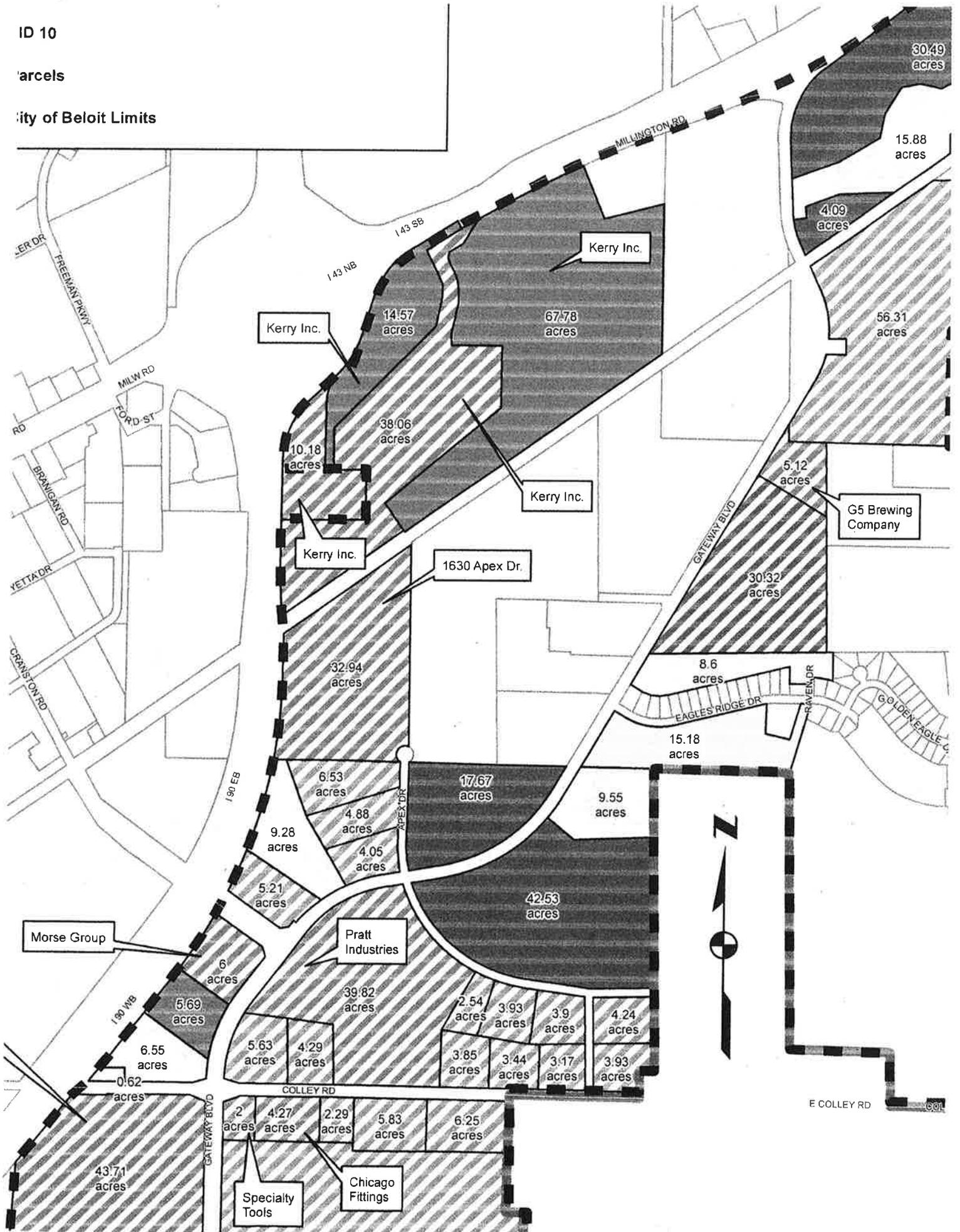
**The Gateway Business Park** offers a central Midwest location with direct interstate access to Chicago, Minneapolis, and Milwaukee. Beloit is a community with a large and diverse workforce, as well as a rich industrial heritage.

**FOR MORE INFORMATION:**  
 Andrew Janke, *Executive Director* | 500 Public Avenue | Beloit, WI 53511  
 Direct: 608 364.6748 | [jankea@beloitwi.gov](mailto:jankea@beloitwi.gov)

ID 10

parcels

City of Beloit Limits



WINNEBAGO COUNTY  
STAFF

CALCULATIONS

**Winnebago County Business Incentive Evaluation Guide**  
**[To Be Completed by Winnebago County]**

Company Name: Estwing Manufacturing Date: 11/14/2019  
 Municipal Taxing District: City of Rockford School Dist. Rockford Public  
 Existing Illinois Location: Rockford  
 Existing Winnebago County Location: 2647 8th Street  
 New Location: \_\_\_\_\_

**ECONOMIC IMPACT (maximum 30 points)**

**1. Total jobs created and/or retained (Max 15 points available)**

(first two years of operation)

- Under 25 (5 points)
- 26-50 (7 points)
- 51-99 (10 points)
- 100-199 (13 points)
- 200-over (15 points)

New - 46  
 Retained - 296  


---

 342

Total 15

**2. Total capital investment in land and building (Max 10 points available)**

(first two years of operation)

- \$500,000 - \$1,999,999 (6 points)
- \$2,000,000-\$3,999,999 (7 points)
- \$4,000,000-\$5,999,999 (8 points)
- \$6,000,000-\$7,999,999 (9 points)
- \$8,000,000 and over (10 points)

↳ \$4.6 million

Total 8

**3. Total capital investment in new machinery/equip (Max 5 points available)**

(first two years of operation)

- \$500,000 - \$1,999,999 (1 points)
- \$2,000,000-\$3,999,999 (2 points)
- \$4,000,000-\$5,999,999 (3 points)
- \$6,000,000-\$7,999,999 (4 points)
- \$8,000,000 and over (5 points)

1 - \$2.9 million  
 2 - \$3.9 million  


---

 \$6.8 million

Total 4

<b>Total Economic Impact Score (maximum 30 points)</b>	<u>27</u>
--	-----------

**STRATEGIC IMPACT (maximum 25 points)**

- 4. Type of Business/Industry (Max 10 points available)**
- Manufacturing (10 points)
  - Information Technology (10 points)
  - Professional Office (10 points)
  - Corporate HQ (10 points)
  - Agricultural Facility / Food Processing (10 points)
  - Transportation, Logistics, Distribution (10 points)
  - Health Care and Medical Sciences (10 points)
  - Other, Retail, Etc. (0 points)
- Total 10**

**Note: Corporate Headquarters are operations responsible for administering either the world wide, multi-country, or US activities of the company.**

- 5. Median Employee Salary (New Hires) (Max 10 points available)**
- Under \$29,000 (2 points)
  - \$30,000 - \$39,000 (4 points)
  - \$40,000 - \$49,000 (6 points) *Clarified, mid to low \$40,000 without benefits*
  - \$50,000 - \$69,000 (8 points) *#50,000 w/ Benefits*
  - \$70,000 and above (10 points)
- Total 8/6**

- 6. Benefits (Max 5 points available)**
- Employee & Family (5 points)
  - Employee (3 points)
  - None (0 points)
- Total 5**

**Total Strategic Impact Score (maximum 25 points) 23/21**

**FISCAL IMPACT (maximum 50 points)**

- 7. Total new County property tax generated (annually) (Max 50 points available)**
- \$1,899 - \$7,599 (25 points)
  - \$7,600 - \$15,199 (30 points)
  - \$15,200 - \$22,799 (36 points)
  - \$22,800 - \$30,399 (43 points)
  - \$30,400 and over (50 points) **Total 50**

**Total Fiscal Impact Score (maximum 50 points) 50**

**OTHER/BONUS CONSIDERATIONS (maximum 20 points)**

**8. Estimated Winnebago County Construction Labor Content (Max 10 points available)**

- 50-65% (6 points)
- 66-80% (8 points)
- 81-100% (10 points)

**9. Site/Building (points possible in more than 1 category) (Max 10 points available)**

- Brownfield (8 points) *no*
- Building vacant for one or more years (4 points) *no*
- Building underutilized for one or more years (3 points) *no*
- Building will be LEED certified (2 points) *no* Total 0

<b>Total "Other" Score (maximum 20 points)</b>	<u>8</u>
--	----------

Total Points: 106 ~~108~~ pts

**Additional Qualitative Benefit Points:** (Max 5 points) \_\_\_\_\_

*To be determined by the Winnebago County Economic Development Committee based on the qualitative merits of the proposal and/or alignment with economic development goals for the County.*

**Recommended Incentive:**

\_\_\_\_\_ % of New EAV over \_\_\_\_\_ years

## Tax Abatements (Rebates)

Grading System for...										
NEW INVESTMENT										
Points Received	Eligible Incentive									
<b>70-85</b>	<b>5 Year Abatement</b>									
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>					
	50%	50%	50%	50%	50%					
<b>86-100</b>	<b>10 Year Abatement</b>									
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%

Grading System for...										
OCCUPYING VACANT BUILDINGS										
Points Received	Eligible Incentive									
<b>60-80</b>	<b>5 Year Abatement (50% of vacancy level)</b>									
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>					
	50%	50%	50%	50%	50%					
<b>81-100</b>	<b>10 Year Abatement ( ___% listed below of the vacancy level)</b>									
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%
<p><i>*Stated percentage (%) per year of the incremental assessed value for a building that its value reduced, or the Stated percentage (%) of the improvement assessment (building's assessment) related to the newly leased space for a building that had not been reduced in value due to its vacancy.</i></p>										

## Christopher Dornbush

---

**From:** Jack Ryan <jryan@estwing.com>  
**Sent:** Friday, November 15, 2019 11:09 AM  
**To:** Christopher Dornbush  
**Cc:** snunez@estwing.com; jryan@estwing.com; myoungren@estwing.com  
**Subject:** RE: Estwing & County

Chris,

A good median salary to use including benefits would be \$50,000.

We'll plan on being there Tuesday. What is the address of the admin building?

Thanks,

Jack

**From:** Christopher Dornbush [mailto:CDornbush@WinCoIL.us]  
**Sent:** Thursday, November 14, 2019 8:13 PM  
**To:** Jack Ryan  
**Cc:** snunez@estwing.com  
**Subject:** RE: Estwing & County

Jack,

Thank you, sorry for the delay response. As of right now, I do have a question, what is will be your median employee salary for new hires?

The Economic Development Committee is tentatively planning on having a meeting this coming Tuesday at 5:30 PM in room 303 in the County Administration Building, which would have Estwing Incentives as an action item. Would you or a representative be able to attend? I will send you the a copy of the agenda once finalized.

I'll give you a call sometime tomorrow to touch base.

Thanks  
Chris

**Chris Dornbush**, *Regional Planning & Economic Development Department*  
404 Elm Street, Rockford, IL 61101, Rm 403  
(815) 319-4350 Main  
(815) 319-4367 Direct | [cdornbush@wincoil.us](mailto:cdornbush@wincoil.us)  
[#WinnCoProud](#)



@WinnebagoCountyGov | [www.wincoil.us](http://www.wincoil.us)

**From:** Jack Ryan [mailto:jryan@estwing.com]  
**Sent:** Thursday, November 14, 2019 11:37 AM  
**To:** Christopher Dornbush  
**Cc:** snunez@estwing.com; jryan@estwing.com  
**Subject:** RE: Estwing & County

**Christopher Dornbush**

---

**From:** Thomas Hodges  
**Sent:** Friday, November 15, 2019 10:57 AM  
**To:** Christopher Dornbush  
**Subject:** Estwing Mfg. New Addition EAV

Hi Chris,

I spoke with Mike Smith at the Rockford Township's assessor's office. He said that they have found that the value added is (very) roughly around 25%-35% of the cost. So using a 30% figure you would have the following:

\$4,597,000 (Cost)  
X 30%  
= \$1,379,100 (FCV added)  
X .3333  
= \$459,654 (EAV added)  
X 14.27% (2018 Tax Rate for 001)  
= \$65,592 (Added Property Tax)

Again, this is an extreme "back of the napkin" estimate. Mike reiterated that without doing a full evaluation it's really difficult to pin down the price per sq. ft. of new construction.

If you have any other questions, please let me know!

Thanks Chris!

**Tom Hodges**

*Supervisor of Assessments*

Winnebago County | Supervisor of Assessments Office

404 Elm St. Rockford, IL 61101 | Room 301

(815)319-4468

[thodges@wincoil.us](mailto:thodges@wincoil.us)

[www.wincoil.us](http://www.wincoil.us)



**Winnebago County Business Incentive Evaluation Guide**

**ECONOMIC IMPACT**

**Estwing Manufacturing**

**1) Total Jobs created and/or retained  
(first two years of operation)**

Jobs	
Created	46
Retained	296
<b>342</b>	

Jobs	Points
0 Under 25	5
0 26-50	7
0 51-99	10
0 100-199	13
1 200-over	15

TOTAL POINTS		90%
Earned	Max	
27	30	

POINTS		100%
TOTAL	Max	
0		
0		
0		
0		
15		
<b>15</b>	<b>15</b>	

**2) Total capital investment in land and building  
(first two years of operation)**

Capital Investment	
Land	
Building	\$ 4,597,000
<b>\$ 4,597,000</b>	

	Points
0 \$500,000 - \$1,999,999	6
0 \$2,000,000 - \$3,999,999	7
1 \$4,000,000 - \$5,999,999	8
0 \$6,000,000 - \$7,999,999	9
0 \$8,000,000 and over	10

POINTS		80%
TOTAL	Max	
0		
0		
8		
0		
0		
<b>8</b>	<b>10</b>	

**3) Total capital investment in new machinery / equipment  
(first two years of operation)**

Capital Investment New Machinery / Equipment	
1st Year	\$ 2,900,000
2nd Year	\$ 3,900,000
<b>\$ 6,800,000</b>	

	Points
0 \$500,000 - \$1,999,999	1
0 \$2,000,000 - \$3,999,999	2
0 \$4,000,000 - \$5,999,999	3
1 \$6,000,000 - \$7,999,999	4
0 \$8,000,000 and over	5

POINTS		80%
TOTAL	Max	
0		
0		
0		
4		
0		
<b>4</b>	<b>5</b>	

Winnebago County Business Incentive Evaluation Guide

**STRATEGIC IMPACT**

**Estwing Manufacturing**

TOTAL POINTS		84%
Earned	Max	
21	25	

4) Type of Business / Industry

	Points
1 Manufacturing	10
0 Information Technology	10
0 Professional Office	10
0 Corporate HQ	10
0 Agricultural Facility / Food Processing	10
0 Transportation, Logistics, Distribution	10
0 Health Care and Medical Sciences	10
0 Other, Retail, Etc.	0

POINTS		100%
TOTAL	Max	
10	10	

5) Median Employee Salary (New Hires)

	Points
0 Under \$29,000	2
0 \$30,000 - \$39,000	4
1 \$40,000 - \$49,000	6
** 0 \$50,000 - \$69,000	8
0 \$70,000 and above	10

TOTAL	Max	60%
6	10	

*\*\* Median salary wages without benefits is in the mid-to-low \$40,000 range.*

6) Benefits

	Points
1 Employee & Family	5
0 Employee	3
0 None	0

TOTAL	Max	100%
5	5	

**FISCAL IMPACT**

TOTAL POINTS		100%
Earned	Max	
50	50	

7) Total new County property tax generated (annually) *ESTIMATED*

	Points
0 \$1,899 - \$7,599	25
0 \$7,600 - \$15,199	30
0 \$15,200 - \$22,799	36
0 \$22,800 - \$30,399	43
1 \$30,400 and over	50

TOTAL	Max	100%
50	50	

**Winnebago County Business Incentive Evaluation Guide**

<b>OTHER / BONUS CONSIDERATIONS</b>	<b>Estwing Manufacturing</b>		
	<b>TOTAL POINTS</b>		
	<b>Earned</b>	<b>Max</b>	
	8	20	40%

**8) Estimated Winnebago County Construction Labor Content**

	<b>Points</b>
<b>0</b> 50 - 65%	6
<b>1</b> 66 - 80%	8
<b>0</b> 81 - 100%	10

<b>TOTAL</b>	<b>Max</b>	
0		
8		
0		
<b>8</b>	<b>10</b>	80%

**9) Site / Building (Points possible in more than 1 category)**

	<b>Points</b>
<b>0</b> Brownfield	8
<b>0</b> Building vacant for one or more years	4
<b>0</b> Building underutilized for one or more years	3
<b>0</b> Building will be LEE certified	2

<b>TOTAL</b>	<b>Max</b>	
0		
0		
0		
0		
<b>0</b>	<b>10</b>	0%

<b>ADDITIONAL QUALITATIVE BENEFIT</b>	<b>Points</b>		
<b>10)</b>			
<b>0</b> <i>To be determined by Winnebago County Economic Development Committee merits of the proposal &amp;/or alignment with economic development goals for the County.</i>	5		

<b>TOTAL POINTS</b>		
<b>Earned</b>	<b>Max</b>	
0	5	0%
0		
<b>0</b>	<b>5</b>	0%

<b>OVERALL EVALUATION SCORE</b>			
	<b>Points Earned</b>	<b>Max Points</b>	<b>%</b>
<b>ECONOMIC IMPACT</b>	27	30	90%
<b>STRATEGIC IMPACT</b>	21	25	84%
<b>FISCAL IMPACT</b>	50	50	100%
	<b>98</b>	<b>105</b>	<b>93%</b>
<b>OTHER / BONUS CONSIDERATIONS</b>	8	20	40%
<b>ADDITIONAL QUALITATIVE BENEFIT</b>	0	5	0%
	<b>8</b>	<b>25</b>	<b>32%</b>
<b>TOTAL POINTS</b>	106	100	<b>106%</b>

## Overall Project Summary

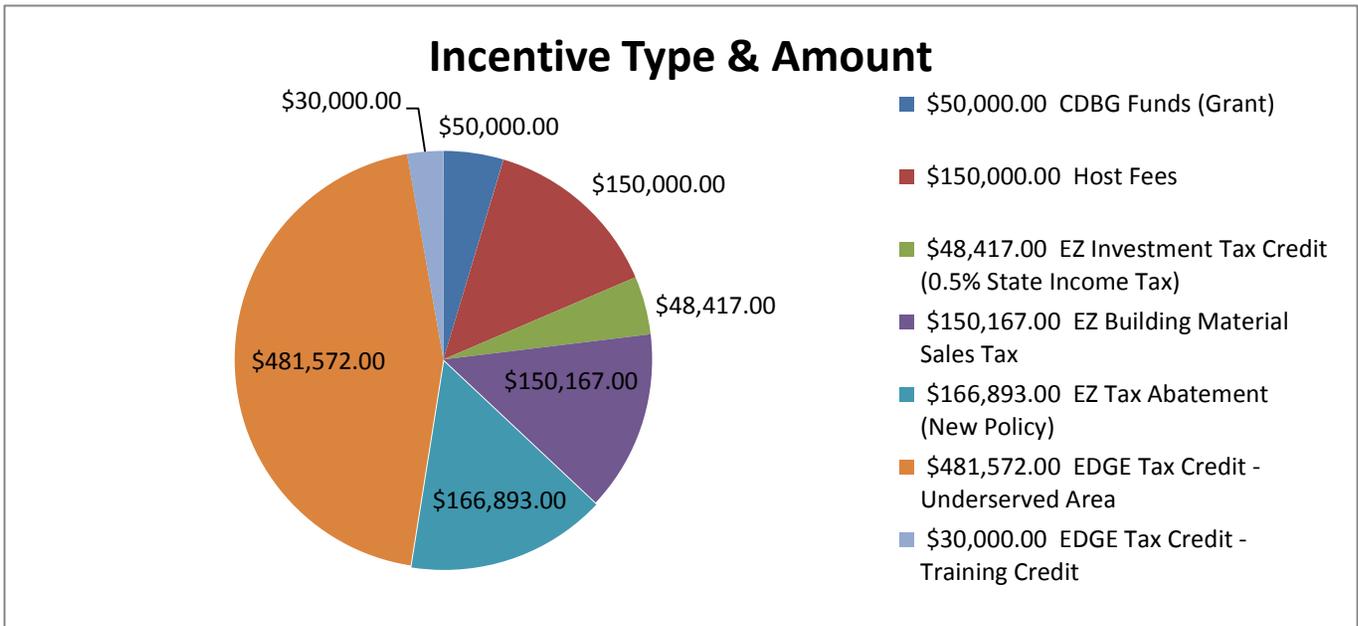
**Company:** Estwing Manufacturing  
**Address:** 2647 8th Street, Rockford, IL  
**PIN(s):** 15-02-226-005, 15-02-226-006

**As of Date:** Tuesday, November 19, 2019

**Type**

### Municipality Incentives Extended

Incentive Amount	Type of Incentive	Municipality, City of Rockford	County of Winnebago	State of Illinois	Rockford Park District	Rockford School District
\$ -	Revolving Loan Fund Program					
\$ -	Tax Increment Financing (TIF)					
\$ -	Tax Abatement (Normal)					
\$ 50,000.00	CDBG Funds (Grant)	X				
estimated \$ 150,000.00	Host Fees		X			
estimated \$ 48,417.00	EZ Investment Tax Credit (0.5% State Income Tax)			X		
estimated \$ 150,167.00	EZ Building Material Sales Tax	X	X	X		
\$ -	EZ Manufacturing Machinery & Equipment Sales Tax					
\$ -	EZ Utility Tax Credit					
estimated \$ 166,893.00	EZ Tax Abatement (New Policy)	X	X		X	X
estimated \$ 481,572.00	EDGE Tax Credit - Underserved Area			X		
estimated \$ 30,000.00	EDGE Tax Credit - Training Credit			X		
<b>Total \$ 1,077,049.00</b>	<b># of Types of Incentives</b>	3	3	4	1	1



**City of Rockford**

	\$	50,000	CDBG Funds (Grant)	
<i>Estimated</i>	\$	36,404	EZ Building Material Sales Tax	
<i>Estimated</i>	\$	41,371	EZ Tax Abatement (New Policy)	
	\$	-		
	\$	-		
	<b>\$</b>	<b>127,775</b>	<b>City of Rockford</b>	

**Winnebago County**

	\$	-	Tax Abatement (Normal)	
\$ 150,000.00	\$	150,000	Host Fees	
<i>Estimated</i>	\$	22,753	EZ Building Material Sales Tax	<i>**Note</i>
<i>Estimated</i>	\$	13,492	EZ Tax Abatement (New Policy)	<i>**Note</i>
\$ 36,244.47	\$	-		
	<b>\$</b>	<b>186,244</b>	<b>Winnebago County</b>	

**State of Illinois**

<i>Estimated</i>	\$	48,417	EZ Investment Tax Credit (0.5% State Income Tax)	
<i>Estimated</i>	\$	91,010	EZ Building Material Sales Tax	
<i>Estimated</i>	\$	481,572	EDGE Tax Credit - Underserved Area	
<i>Estimated</i>	\$	30,000	EDGE Tax Credit -Training Credit	
	\$	-		
	<b>\$</b>	<b>650,999</b>	<b>State of Illinois</b>	

**OTHER AGENCIES INVOLVED (KNOWN INCENTIVES)**

**Rockford Park District**      *Estimated*      **\$ 14,540**      EZ Tax Abatement (New Policy)

**Rockford Public Schools**      *Estimated*      **\$ 97,490**      EZ Tax Abatement (New Policy)

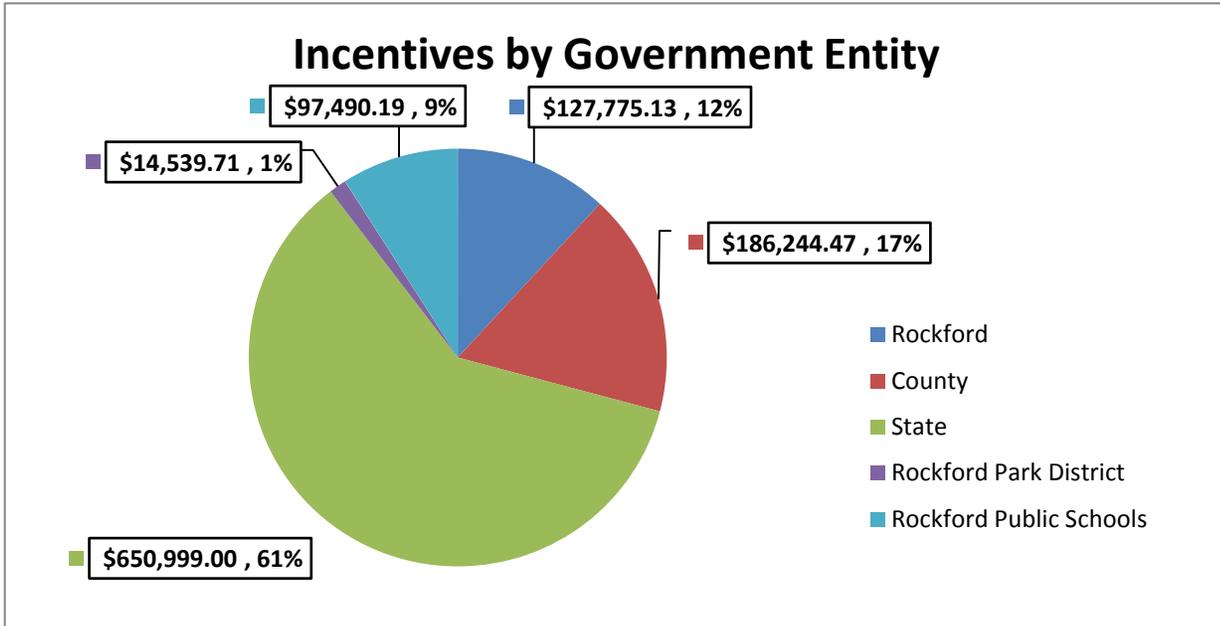
**\$ 1,077,049**      **TOTAL INCENTIVES LISTED ABOVE**

<i>Government Entity</i>	<i>Incentive Amount</i>	<i>Percentage (%)</i>
<b>Rockford</b>	\$ 127,775.13	12%
<b>County</b>	\$ 186,244.47	17%
<b>State</b>	\$ 650,999.00	60%
<b>Rockford Park District</b>	\$ 14,539.71	1%
<b>Rockford Public Schools</b>	\$ 97,490.19	9%
<b>TOTAL INCENTIVES</b>	<b>\$ 1,077,049</b>	<b>100%</b>

*\*\*Note* : These incentives are part of a State Program that a municipality can approve administratively within designated State approved Enterprise Zone(s).

The incentives listed, are the incentives that the County is cognizant of. Other incentives may be involved, and/or administered that would potentially alter the amounts indicated.

<b>Government Entity</b>	<b>Incentive Amount</b>	<b>Percentage (%)</b>
Rockford	\$ 127,775.13	12%
County	\$ 186,244.47	17%
State	\$ 650,999.00	60%
Rockford Park District	\$ 14,539.71	1%
Rockford Public Schools	\$ 97,490.19	9%
<b>TOTAL INCENTIVES</b>	<b>\$ 1,077,048.50</b>	<b>100%</b>



The incentives listed, are the incentives that the County is cognizant of. Other incentives may be involved, and/or administered that would potentially alter the amounts indicated.

**Investment Tax Credit**

**Investment Tax Credit**

Building	\$	3,640,400.00
Machinery	\$	6,043,000.00
Tooling	\$	-
<i>Total</i>		\$ 9,683,400.00

*0.5%* State Tax Credit

**INCENTIVE AMOUNT \$ 48,417.00**

**Bldg Mat'l Sales Tax**

**Company:** Estwing Manufacturing

**Address:** 2647 8th Street, Rockford, IL

**PIN(s):** 15-02-226-005, 15-02-226-006

Assume 50% Cost \$ 1,820,200.00  
**8.25% \$ 150,167**

DISTRICT	Sales Tax w/in City of Rockford Breakdown		% of Bldg Material Sales Tax	Building Material Sales Tax
				\$
<b>Illinois</b>	<b>6.25%</b>			<b>150,167</b>
State	5.00%		60.61%	\$ 91,010
Municipality	1.00%		12.12%	\$ 18,202
County	<b>0.25%</b>		<b>3.03%</b>	<b>\$ 4,551</b>
<b>Winnebago County Public Safety Sales Tax</b>	<b>1.00%</b>	<b>1.00%</b>	<b>12.12%</b>	<b>\$ 18,202</b>
City of Rockford Road Sales Tax	1.00%	1.00%	12.12%	\$ 18,202
<b>SALES TAX</b>	<b>8.25%</b>	<b>8.25%</b>	<b>100.00%</b>	<b>\$ 150,167</b>

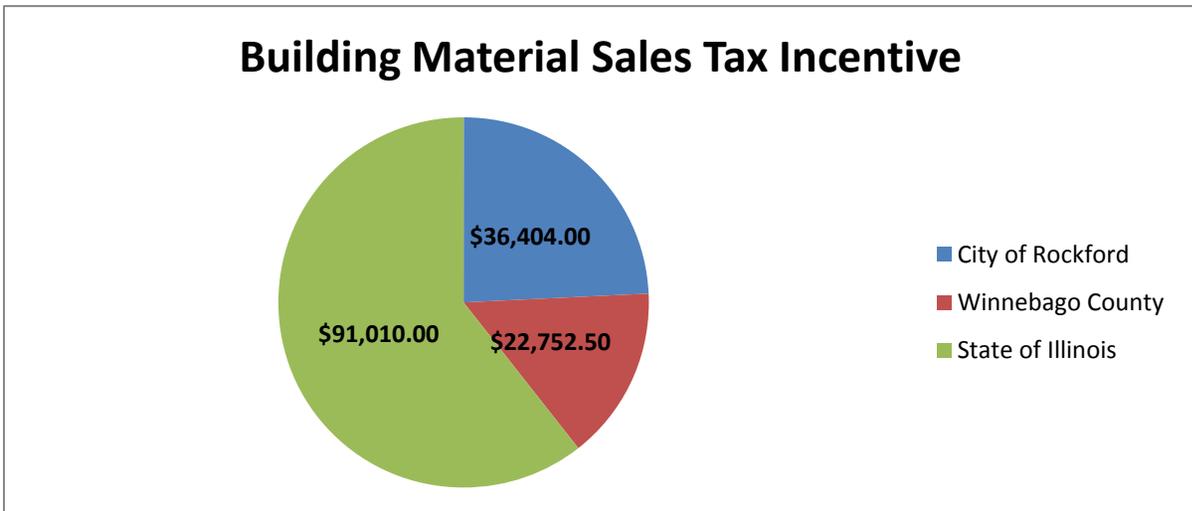
**INCENTIVES**

<b>City of Rockford</b>			
STATE - Municipality	1.00%	\$	18,202
Road Sales Tax	1.00%	\$	18,202
	<b>2.00%</b>	<b>\$</b>	<b>36,404</b>

<b>Winnebago County</b>			
STATE - County	0.25%	\$	4,551
Public Safety Sales Tax	1.00%	\$	18,202
	<b>1.25%</b>	<b>\$</b>	<b>22,753</b>

<b>State of Illinois</b>			
STATE	5.00%	\$	91,010
	<b>5.00%</b>	<b>\$</b>	<b>91,010</b>

<b>Building Material Sales Tax Incentive</b>		
Government Entity	Incentive Amount	%
City of Rockford	\$ 36,404.00	24%
Winnebago County	\$ 22,752.50	15%
State of Illinois	\$ 91,010.00	61%
	<b>\$ 150,166.50</b>	<b>100%</b>



**EZ Tax Abatement (New)**

**Company:** Estwing Manufacturing  
**Address:** 2647 8th Street, Rockford, IL  
**PIN(s):** 15-02-226-005, 15-02-226-006

**Expansion:** 20,000 SF  
**Fair Market Value:** \$ 500,000.00  
**Equalized Assessed Value (1/3):** \$ 166,650.00  
**Tax Code Rate:** \$ 14.27

Participation	TAXING BODY	Base Year		Current		%	Difference	
		Rate	Tax	Rate	Tax		Rate	Tax
Yes	Winnebago County	1.0587		1.0173		7.13%	0.0414	
	Forest Preserve	0.1182		0.1147		0.80%	0.0035	
	Rockford Township	0.1446		0.1385		0.97%	0.0061	
Yes	Rockford City	3.2517		3.1194		21.86%	0.1323	
Yes	Rockford Park District	1.1371		1.0963		7.68%	0.0408	
	Rock River Water Reclamation District	0.204		0.1964		1.38%	0.0076	
	Rockford City Library	0.5091		0.489		3.43%	0.0201	
	Greater Rockford Airport	0.1102		0.1073		0.75%	0.0029	
Yes	Rockford School District 205	7.6496		7.3508		51.51%	0.2988	
	Community College 511	0.5053		0.4987		3.49%	0.0066	
	Rockford Township Road	0.1478		0.1416		0.99%	0.0062	
<b>11</b>		<b>14.8363</b>		<b>14.2700</b>		<b>100.00%</b>		

Year(s)	Taxes From	Taxes Payable	EAV	Estimated Tax Bill	% Reduction	Abated Amount
1	2019	2020	\$ 500,000.00	\$ 166,650.00	100%	\$ 24,725.00
2	2020	2021	\$ 500,000.00	\$ 166,650.00	100%	\$ 24,725.00
3	2021	2022	\$ 500,000.00	\$ 166,650.00	100%	\$ 24,725.00
4	2022	2023	\$ 500,000.00	\$ 166,650.00	75%	\$ 18,544.00
5	2023	2024	\$ 500,000.00	\$ 166,650.00	75%	\$ 18,544.00
6	2024	2025	\$ 500,000.00	\$ 166,650.00	75%	\$ 18,544.00
7	2025	2026	\$ 500,000.00	\$ 166,650.00	50%	\$ 12,362.00
8	2026	2027	\$ 500,000.00	\$ 166,650.00	50%	\$ 12,362.00
9	2027	2028	\$ 500,000.00	\$ 166,650.00	50%	\$ 12,362.00
10	2028	2029	\$ 500,000.00	\$ 166,650.00	0%	\$ -
						<b>\$ 166,893.00</b>

**EZ Tax Abatement (New)**

<b>EZ Tax Abatement Incentive (New Policy)</b>				
	<b><i>Government Entity</i></b>	<b><i>% Rate</i></b>	<b><i>% of Abatement</i></b>	<b><i>Incentive Amount</i></b>
	Winnebago County	7.13%	8.08%	\$ 13,491.97
	Rockford City	21.86%	24.79%	\$ 41,371.13
	Rockford Park District	7.68%	8.71%	\$ 14,539.71
	Rockford School District 205	51.51%	58.41%	\$ 97,490.19
		88.18%	100.00%	\$ 166,893.00

## EDGE Tax Credit

**Company:** Estwing Manufacturing

**Address:** 2647 8th Street, Rockford, IL

**PIN(s):** 15-02-226-005, 15-02-226-006

Economic Development for a Growing Economy Tax Credit Program (EDGE) operated by the State of Illinois.

### **EDGE TAX CREDIT**

#### Underserved Area

Average Wage Per Hour	\$	21
Total Salaries	\$	1,310,400
Income Tax (4.95%)	\$	64,210
Total Credit (75%)	\$	48,157
<hr/>		
		<b>\$ 481,572 for 10 years in total</b>
<hr/>		

#### Training Credit

\$1,000 / Employee / Year (10%)	\$	3,000.00 / Year
		10 Years
<hr/>		
		<b>\$ 30,000.00 for 10 years in total</b>
<hr/>		

# RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019-CR-

## **RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTHERN ILLINOIS LAND BANK AUTHORITY REGARDING INITIATING PETITIONS TO HAVE PROPERTIES DECLARED ABANDONED**

WHEREAS, pursuant to a resolution passed by the Winnebago County Board on January 24, 2019 a public agency known as the Northern Illinois Land Bank Authority (hereinafter referred to as “the Land Bank”) was created and established by virtue of an intergovernmental agreement entered into by the County of Winnebago with the County of Boone, the City of Belvidere, and the City of Rockford; and

WHEREAS, by its bylaws the Land Bank is authorized to excise the statutory powers of its member governmental bodies to take removal action, lien property, foreclose on liens, and petition for declarations of abandonment if and when specifically authorized by a member governmental body to do so; and

WHEREAS, the Land Bank has requested the County of Winnebago to contractually authorize the Land Bank to initiate and prosecute abandonment proceedings pursuant to 55 ILCS 5/1121(c) by jointly sharing the County’s powers to do so with the Land Bank; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes such cooperative arrangements between public agencies; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County of Winnebago to enter into an intergovernmental agreement with the Land Bank to jointly share with the Land Bank the County’s authority to initiate and prosecute abandonment proceedings pursuant to 55 ILCS 5/1121(c).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute an intergovernmental agreement with the Northern Illinois Land Bank Authority to jointly share the County’s authority to initiate and prosecute abandonment proceedings pursuant to 55 ILCS 5/1121(c).

BE IT FURTHER RESOLVED, that any intergovernmental agreement entered into pursuant to the authority granted in this Resolution shall contain substantially the same terms as the

intergovernmental agreement attached hereto as "Exhibit A".

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to County Board Chairman Frank Haney and the County Auditor.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Jas Bilich, Chairman

\_\_\_\_\_  
Jas Bilich, Chairman

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Tim Nabors, Jr.

\_\_\_\_\_  
Tim Nabors, Jr.

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney, Chairman of the County Board of the County of Winnebago, Illinois

ATTEST:

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

# INTERGOVERNMENTAL AGREEMENT

## **Between the Northern Illinois Land Bank Authority and Winnebago County, Illinois for the Acquisition of Certain Properties Through Abandonment Proceedings**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the Northern Illinois Land Bank Authority (“NILBA”) and Winnebago County, Illinois (“County”) (collectively, “Parties”), and shall commence on the date that the last signatory executes this IGA (“Effective Date”).

### **Recitals**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, NILBA is an intergovernmental agency formed by numerous Winnebago and Boone County units of government, including the County, to assist in the redevelopment and neighborhood stabilization efforts of its members; and

WHEREAS, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the County and surrounding municipalities;

WHEREAS, the County is an Illinois county authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 5-1121(c) of the Illinois Counties Code, 55 ILCS 5/1-1001 *et seq.*, authorizes the County to petition the circuit court to have property that is within the territory of the county, but outside the territory of any municipality, declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment, as an agent of an individual member community; and

WHEREAS, the County and NILBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the County and NILBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The County authorizes and engages NILBA and its counsel to file and prosecute, on its behalf, petition(s) for a declaration of abandonment (pursuant to 55 ILCS 5/5-1121(c), or in the alternative, demolition or repair authority (pursuant to 55 ILCS 5/5-1121(a)) (“Petition”) for all parcels identified in **Exhibit B** (“Parcels”). Exhibit B may be amended from time to time by written agreement of the Parties’ Contacts, as defined herein.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, NILBA shall pay for all fees, including attorneys’ fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the County obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the County agrees to immediately convey fee simple title to the Parcel to NILBA.

5. Management of Abandoned Parcel: NILBA shall manage and dispose of the Parcel in accordance with the NILBA by-laws and policies and in consultation with the County Contact, as defined herein.

6. Proceeds of Future Sale: NILBA shall be entitled to all proceeds from any future sale of any Parcel acquired by the County and conveyed by the County to NILBA under this Agreement. NILBA shall use any proceeds to further its mission.

7. Properties Ineligible for Abandonment: In the event that NILBA, or its counsel, notifies the County Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the County may elect to:

- a. Dismiss the Petition; or
- b. Proceed with the Petition and seek demolition or repair authority for the County pursuant to 55 ILCS 5/5-1121(a). If the County elects to proceed with the Petition, the County shall either:

- i. Engage its own counsel and pay all future costs associated with the Petition;  
or
- ii. Enter into a separate agreement with NILBA and its counsel regarding the future costs associated with the Petition.

8. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the County:

Contact (County Official): Board Chairman of Winnebago County, Illinois  
Email Address: Frank@wincoil.us (Frank Haney)  
Phone Number: 815-319-4232

Contact (County Attorney): State's Attorney of Winnebago County, Illinois  
Email Address: MHiteRoss@wincoil.us (Marilyn Hite Ross)  
Phone Number: 815-319-4775

For NILBA:

Northern Illinois Land Bank Authority Presiding Officer  
Email Address: mdunn@r1planning.org (Michael Dunn JR.)  
Phone Number: 815-319-4180

With a copy to:

Brent Denzin,  
Northern Illinois Land Bank Authority (NILBA) Attorney  
and Partner of  
Denzin Soltanzadeh LLC  
190 S. LaSalle, Suite 2160  
Chicago, Illinois 60603  
bdenzin@denzinlaw.com  
(312) 380-7260

9. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

10. Complete Agreement. All prior understandings and agreements between the Parties are merged into this Agreement which alone fully and completely expresses the Parties' agreement.

11. No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IGA.

12. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

13. Force and Effect; Termination. This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree, in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

WINNEBAGO COUNTY

By: Winnebago Board Chairman

Name: \_\_\_\_\_

Title: Board Chairman of Winnebago County, Illinois

Date: \_\_\_\_\_

NORTHERN ILLINOIS LAND BANK AUTHORITY

By: Presiding Officer

Name: \_\_\_\_\_

Title: Northern Illinois Land Bank Authority Presiding Officer

Date: \_\_\_\_\_

**EXHIBIT B**

PARCEL(S) APPROVED FOR ABANDONMENT PETITIONS

1. 6145 Parish, Cherry Valley – PIN 16-10-304-018

SPONSORED BY: JAS BILICH

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019 CR\_\_\_\_\_

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**RESOLUTION ABATING PROPERTY TAXES FOR TEN (10) YEARS ON REAL ESTATE COMMONLY KNOWN AS THE MAGIC WATERS WATERPARK LOCATED AT 7820 NORTH CHERRYVALE BOULEVARD, CHERRY VALLEY, ILLINOIS OWNED BY ROCKFORD PARK DISTRICT (“RPD”) AND LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO.**

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**WHEREAS**, pursuant to 35 ILCS 200/18-165(a)(7), the County of Winnebago (“COUNTY”) may order the County Clerk to abate any portion of its taxes on property located in the COUNTY that is subject to a leasehold assessment under Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, and is used exclusively for recreational facilities or for parking lots used exclusively for those facilities; and

**WHEREAS**, such abatement shall not exceed a period of ten years; and

**WHEREAS**, the total aggregate amount of abated taxes for all taxing districts within Winnebago County may not exceed \$4,000,000; and

**WHEREAS**, on November 8, 2018, the COUNTY approved an Intergovernmental Agreement between RPD, the COUNTY and other taxing districts to abate the taxes on the recreational facility known as Magic Waters Waterpark (“MAGIC WATERS”) on property that is more specifically described on Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, in the past, MAGIC WATERS was owned and operated by RPD and was exempt from real estate taxes pursuant to Section 15-105(b) of the Illinois Property Tax Code, 35 ILCS 200/15-105(b), and as a result, the COUNTY was not receiving any real estate taxes from the ownership or operation of MAGIC WATERS; and

**WHEREAS**, RPD has entered into a Lease with SIX FLAGS MW, LLC (“SIX FLAGS”) pursuant to which RPD agreed to lease MAGIC WATERS for ten (10) years (with three, ten (10) year options to renew) in exchange for specified rent and obligations by SIX FLAGS to make certain investments in MAGIC WATERS during the term of the Lease (“Lease”); and

**WHEREAS**, the parties acknowledge that the leasehold interest and appurtenances created as a result of the Lease might be subject to levy of real estate tax pursuant to Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, or otherwise under laws in effect from time-to-time; and

**WHEREAS**, the imposition of real estate taxes would make the leasehold arrangement financially impractical for RPD and SIX FLAGS; and

**WHEREAS**, as a result, RPD, the COUNTY, and other taxing districts entered into the Intergovernmental Agreement to provide for the abatement of any real estate taxes which may be assessed against the property as the consummation of the Lease will bring benefit to the community

in the form of investments in MAGIC WATERS, greater operational efficiencies, potentially expanded uses, and increased marketing potential within the SIX FLAGS brand.

**NOW, THEREFORE**, the County Board of the County of Winnebago, Illinois, hereby orders the Winnebago County Clerk to abate the County of Winnebago's share of the real estate taxes that may be levied against the property identified in Exhibit A hereto and commonly known as MAGIC WATERS located at 7820 North Cherryvale Boulevard, Cherry Valley, Illinois (the "Property") as follows:

**1.** The COUNTY hereby abates 100% of all real estate taxes levied against SIX FLAGS leasehold interest and appurtenances (i) in MAGIC WATERS as it currently exists; and (ii) in any development thereof during the term of the abatement that is either directly related to or necessary for the operation of MAGIC WATERS.

**2.** The COUNTY fully abates all such real estate taxes until the first to occur of (i) ten (10) years from the Commencement Date of the Lease, effectively levy years 2019-2028; or (ii) the termination of the Lease.

**3.** For avoidance of doubt, the portion of any leasehold interest that relates to any commercial or retail developments that are not directly related to or necessary for the operation of MAGIC WATERS and are constructed on any land that is undeveloped as of the Commencement Date under the Lease is not included within the scope of the real estate taxes being abated hereto in accordance with this abatement.

**4.** A. Pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act, and the Intergovernmental Agreement entered into between RPD, the COUNTY, and other taxing districts, the COUNTY hereby transfers to the Park District Board of Commissioners the authority to extend the abatement described in Paragraphs 1 and 2 of this Resolution upon the expiration of 10 years if the Lease (as such may be amended or modified from time-to-time) is still in effect; provided, however, that the authority transferred hereunder shall not permit any extension that, together with the original abatement described in Paragraphs 1 and 2 hereof extends (i) beyond the expiration or termination of the Lease; or (ii) longer than the period then permitted by applicable law; or (iii) more than twenty (20) years from the beginning of the original abatement described in Paragraphs 1 and 2 of this Resolution.

B. Notwithstanding the foregoing, nothing in this Agreement shall transfer to the Park District Board of Commissioners, the COUNTY's authority to abate any real estate taxes arising from (directly or indirectly) any leasehold interest or any commercial or retail developments that are not directly related to or necessary for the operation of MAGIC WATERS and are constructed on any land that is undeveloped as of the Commencement Date under the Lease.

**BE IT FURTHER RESOLVED**, that in the event the Lease between RPD and SIX FLAGS terminates for any reason before the abatement period provided for herein expires, then the abatement shall cease.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this abatement to the Winnebago County Clerk, Winnebago County Administrator, and Winnebago County Planning and Economic Development Director.

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

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

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

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

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

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

\_\_\_\_\_  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## EXHIBIT A

### PINS

12-35-276-003

12-35-252-009

12-35-426-001

12-35-426-002

### Legal Description

Part of the East Half (1/2) of Section 35, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section 35; thence North 4 degrees 34' 34" West, 401.32 feet; thence North 18 degrees 53' 16" West, 197.17 feet; thence North 71 degrees 6' 44" East, 355.76 feet; thence South 83 degrees 28' 20" East, 87.27 feet; thence North 73 degrees 31' 7" East, 600.08 feet, to the West line of the property conveyed by Fred A. and Emma E. Davis to the Illinois State Toll Highway Commission, recorded in Book 1037 of Deeds on Page 37 4 in the Recorder's Office of Winnebago County, State of Illinois; thence South 30 degrees 15' 52" East, 244.96 feet along the West line of said property conveyed to the Illinois State Toll Highway Commission; thence South 2 degrees 45' 23" West, 302.33 feet along said West line; thence South 22 degrees 55' 56" West, 520.32 feet along said West line; thence North 67 degrees 4' 4" West, 710.13 feet; thence South 46 degrees 43' 18" West, 212.99 feet to the place of beginning; situated in the County of Winnebago and the State of Illinois, together with a non-exclusive Perpetual Easement for ingress and egress over the following described premises: Part of the Northeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section 35; thence North 4 degrees 34' 34" West, Four Hundred One and Thirty-two Hundredths (401.32) feet; thence North 18 degrees 53' 16" West, One Hundred Ninety-seven and Seventeen Hundredths (197.17) feet to the place of beginning; thence South 71 degrees 6' 44" West, Sixty-four and Nine Hundredths (64.09) feet to a point of curvature with a circular curve to the right having a radius of One Thousand Forty and No Hundredths (1040.00) feet; thence Southwesterly along said circular curve to the right, to a point of tangency and the intersection with its chord bearing South 80 degrees 32' 26" West, Three Hundred Forty and Seventy-four Hundredths (340.74) feet; thence South 89 degrees 58' 9" West, Seven Hundred Eighty-five and Twenty Hundredths (785.20) feet to the East Right-of-Way line of Bell School Road; thence North 1 degrees 6' 28" East, Eighty and Two Hundredths (80.02) feet along said East right-of-way line; thence North 89 degrees 58' 9" East, Seven Hundred Eighty-three and Sixty-one Hundredths (783.61) feet to a point of curvature with a circular curve to the left having a radius of Nine Hundred Sixty and No Hundredths (960.00) feet; thence Northeasterly along said circular curve to the left to a point of tangency and the intersection with its chord bearing North 80 degrees 32' 26" East, Three Hundred Fourteen and Fifty-three Hundredths (314.53) feet; thence North 71 degrees 6' 44" East, Five Hundred and Thirty Hundredths (500.30) feet; thence South 18 degrees 53' 16" East, Forty and No Hundredths (40.00) feet to a point of curvature with a circular curve to the right having a radius of One Thousand Eight Hundred Forty-four and Seventy-two Hundredths (1844.72) feet; thence Southeasterly along said circular curve to the right, to the intersection with its chord bearing South 17 degrees 41' 5" East, Seventy-seven and Forty-seven Hundredths (77.47) feet; thence North 83 degrees 28' 20" West, Eighty-seven and Twenty-seven Hundredths (87.27) feet; thence South 71 degrees 6' 44" West, Three Hundred Fifty-five and Seventy-six Hundredths (355.76) feet to the place of beginning.

ALSO, part of the East Half (1 /2) of Section 35, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the East Half (1 /2) of the Northeast Quarter (1/4) of said Section 35; thence North 46 degrees 43' 18" East, Two Hundred Twelve and Ninety-nine Hundredths (212.99) feet; thence South 67 degrees 4' 4" East, Seven Hundred Ten and Thirteen Hundredths (710.13) feet to the West line of the property conveyed by Fred A. and Emma E. Davis to the Illinois State Toll Highway Commission, recorded in Book 1037 of Deeds on Page 374 in the Recorder's Office of Winnebago County, State of Illinois; thence South 22 degrees 55' 56" West One Thousand Two Hundred Ninety-eight and No Hundredths (1298.00) feet along the West line of said property conveyed to the Illinois State Toll Highway Commission, to the South line of the Northeast Quarter (1 /4) of the Southeast Quarter (1/4) of said Section 35; thence South 89 degrees 48' 18" West, Three Hundred Thirty-one and Sixty-three Hundredths (331.63) feet along said South line to the West line of the East Half ( 1 /2) of said Southeast Quarter (1 /4); thence North 1 degrees 13' 18" East, One Thousand Three Hundred Twenty-seven and Fifty-three Hundredths (1327.53) feet along said West line, being the East line of Plat No. 3 of Cherry Crest, being a Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of said Section 35, the Plat of which is recorded in Book 32 of Plats on Page 43 in said Recorder's Office, and the East line of Plat No. 2 of Cherry Crest, being a Subdivision of part of the West Half (1/2) of the Southeast

Quarter (1/4) of said Section 35, the Plat of which is recorded in Book 26 of Plats on Page 113 in said Recorder's Office to the place of beginning; situated in the County of Winnebago and State of Illinois.

ALSO, part of the Northeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northeast corner of Lot Nine (9), as designated upon Plat No. 2 of Cherry Crest Subdivision, being a Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 26 of Plats on Page 113 in the Recorder's Office of Winnebago County, Illinois, said point of commencement also being the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section; thence North 04 degrees 34' 34" West, 401.32 feet; thence North 18 degrees 53' 16" West, 197.17 feet to the Northwest corner of premises conveyed to the Rockford Park District, a Municipal Corporation by Deed recorded in Microfilm No. 9009-2043 in said Recorder's Office and to the point of beginning for the following described parcel; thence South 16 degrees 32' 35" West, 320.68 feet; thence South 82 degrees 08' 24" West, 215.00 feet; thence North 13 degrees 18' 42" West, 267.73 feet; thence North 01 degrees 15' 53" East, 378.41 feet; thence North 89 degrees 58' 09" East, 163.87 feet; thence North 70 degrees 57' 02" East, 442.25 feet; thence South 18 degrees 53' 16" East, 50.00 feet; thence North 66 degrees 21' 37" East, 80.28 feet; thence South 18 degrees 53' 16" East, 266.53 feet; thence Southeasterly along a circular curve to the right having a radius of 1844.72 feet and whose center lies to the West, an arc distance of 77.48 feet to its intersection with the Northerly line of said premises so conveyed to the Rockford Park District as aforesaid (the chord across the last described circular curve course lies South 17 degrees 24' 31" East, 77.48 feet); thence North 83 degrees 28' 20" West, along the Northerly line of said premises so conveyed to the Rockford Park District as aforesaid, a distance of 87.27 feet; thence South 71 degrees 06' 44" West, along the Northerly line of said premises so conveyed to the Rockford Park District as aforesaid, a distance of 355.78 feet to the point of beginning; situated in the County of Winnebago and the State of Illinois.

ALSO, part of the Northeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of Lot Nine (9) as designated upon Plat No. 2 of Cherry Crest Subdivision, being a Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 26 of Plats on Page 113 in the Recorder's Office of Winnebago County, Illinois, said point of beginning also being the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section; thence South 89 degrees 58' 09" West along the South line of the Northeast Quarter (1/4) of said Section 35, a distance of 400.00 feet; thence North 00 degrees 01' 51" West, 250.00 feet; thence North 82 degrees 08' 24" East, 215.00 feet; thence North 16 degrees 32' 35" East, 320.68 feet to the Northwest corner of premises conveyed to the Rockford Park District, a Municipal Corporation by Deed recorded in Microfilm No. 9009-2043 in said Recorder's Office; thence South 18 degrees 53' 16" East, 197.17 feet; thence South 04 degrees 34' 34" East, 401.32 feet to the point of beginning (the last two previous calls being along the Westerly lines of said premises so conveyed to the Rockford Park District as aforesaid); situated in the County of Winnebago and State of Illinois.

STATE OF ILLINOIS,  
COUNTY OF WINNEBAGO } ss.

*I, TIANA J. McCALL, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH THE ROCKFORD PARK DISTRICT FOR TAX ABATEMENT FOR MAGIC WATERS LEASEHOLD**

*with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,*

*this* 9th DAY OF NOVEMBER, 2018.

TIANA J. McCALL, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



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

Submitted by: Finance Committee  
Economic Development Committee

2018 CR 132

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**RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT WITH THE  
ROCKFORD PARK DISTRICT FOR TAX ABATEMENT  
FOR MAGIC WATERS LEASEHOLD**

---

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

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

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides that any powers, functions or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State and jointly with any public agency of any other state or of the United States to the extent that laws or such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

**WHEREAS**, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Winnebago County that the County enter into an Intergovernmental Cooperation Agreement with the Rockford Park District abating the County's share of real estate taxes for the property commonly known as Magic Waters to help induce Six Flags MW, LLC, to lease that property from the Rockford Park District.

**BE IT FURTHER RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Rockford Park District, a copy of which is attached as to this Resolution Exhibit A.

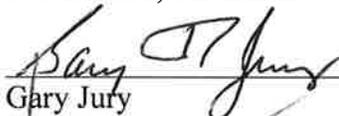
**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

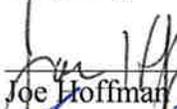
**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Clerk and the president of the board of the Rockford Park District.

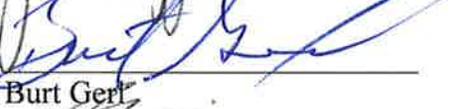
Respectfully submitted,  
FINANCE COMMITTEE and  
ECONOMIC DEVELOPMENT  
COMMITTEE

**AGREE**

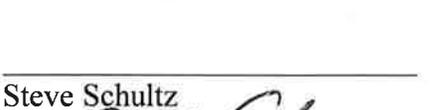
  
\_\_\_\_\_  
Ted Biondo, Chairman

  
\_\_\_\_\_  
Gary Jury

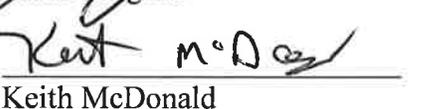
  
\_\_\_\_\_  
Joe Hoffman

  
\_\_\_\_\_  
Burt Gerl

  
\_\_\_\_\_  
Dave Boomer

  
\_\_\_\_\_  
Steve Schultz

  
\_\_\_\_\_  
Jaime Salgado

  
\_\_\_\_\_  
Keith McDonald

**DISAGREE**

\_\_\_\_\_  
Ted Biondo, Chairman

\_\_\_\_\_  
Gary Jury

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

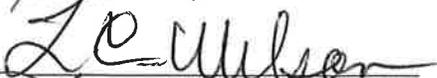
  
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Steve Schultz

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Jaime Salgado

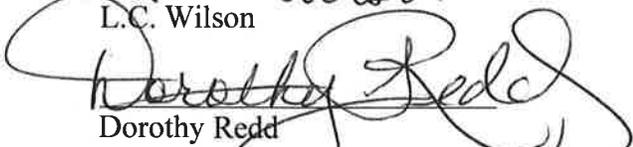
\_\_\_\_\_  
Keith McDonald

  
\_\_\_\_\_  
Fred Wescott, Chairman

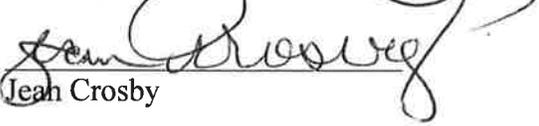
\_\_\_\_\_  
Fred Wescott, Chairman

  
\_\_\_\_\_  
L.C. Wilson

\_\_\_\_\_  
L.C. Wilson

  
\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

  
\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

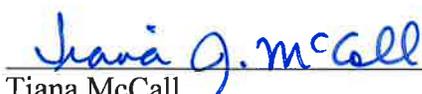
\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Dave Fiduccia

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois, on the 9<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

  
\_\_\_\_\_  
Tiana McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

INTERGOVERNMENTAL AGREEMENT AMONG  
ROCKFORD PARK DISTRICT  
AND  
ROCKFORD SCHOOL DISTRICT NO. 205  
AND  
WINNEBAGO COUNTY, ILLINOIS  
AND  
CERTAIN OTHER UNITS OF LOCAL GOVERNMENT

This Intergovernmental Agreement (Agreement) is entered into by and among the Board of Commissioners of Rockford Park District (the "Park District"), the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois (the "School District"), the County Board of Winnebago County, Illinois (the "County"), and those other units of local government that have approved this Agreement and whose signatures are affixed hereto (collectively, the "Parties," and each, individually, a "Party"). All of the Parties are units of local government organized and existing under the laws of the State of Illinois.

WHEREAS, the Illinois Constitution, Article VII, Section 10 authorizes units of local government to enter into contracts among themselves to cooperatively exercise their powers; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., allow units of local government to contract with each other to perform any governmental service, activity or undertaking which such entities are authorized by law to perform and to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the units of local government entering into the Agreement is authorized by law to perform; and

WHEREAS, the Park District owns and operates a recreational facility known as "Magic Waters," on property that is more specifically described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, because Magic Waters is owned and operated by the Park District, it currently is exempt from real estate taxation pursuant to Section 15-105(b) of the Illinois Property Tax Code, 35 ILCS 200/15-105(b) and the Parties are consequently receiving no real estate taxes from the ownership or operation of Magic Waters; and

WHEREAS, the Park District has entered into a lease with Six Flags MW, LLC ("Six Flags"), pursuant to which it has agreed to lease Magic Waters for ten years (with three ten-year

options to renew) in exchange for specified rent and an obligation by Six Flags to make certain investments in Magic Waters during the term (the "Lease"); and

WHEREAS, the Parties acknowledge that the leasehold interest and appurtenances created as a result of the Lease might be subject to the levy of real estate taxes pursuant to Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, or otherwise under the laws in effect from time to time; and

WHEREAS, the imposition of real estate taxes would make the leasehold arrangement financially impractical for the Park District and Six Flags; and

WHEREAS, Six Flags has made the agreement to abate taxes described in this Agreement a precondition to the commencement of the Lease; and

WHEREAS, the Parties each have the authority to abate any such real estate taxes for up to ten years pursuant to Section 18-605(a)(7) of the Illinois Property Tax Code, 35 ILCS 200/18-165(a)(7); and

WHEREAS, the Parties recognize that they are currently not receiving any real estate taxes from Magic Waters; that they will not receive any real estate taxes if the Lease cannot be consummated; and that the consummation of the Lease will bring benefit to the community in the form of investments in the Magic Waters facility, greater operational efficiencies, potentially expanded usage, and the ability to cross-market other community assets with the Six Flags brand;

Now, therefore, the Parties agree as follows:

1. Exercise of Powers.

The Parties hereby acknowledge and agree that this Agreement constitutes an exercise of the powers of each Party as granted by the laws of the State of Illinois, and the obligations and undertakings herein set forth are a proper exercise of each Party's authority and is intended to qualify as an intergovernmental cooperation agreement under the Illinois Constitution and Illinois Intergovernmental Cooperation Act.

2. Agreement to Abate.

A. Each of the Parties agrees to fully abate all real estate taxes levied against Six Flag's leasehold estate and appurtenances (i) in Magic Waters as it currently exists and (ii) in any development thereof during the term of the abatement that is either directly related to or necessary for the operation of Magic Waters. Each of the Parties agrees to

fully abate all such real estate taxes until the first to occur of (i) ten (10) years from the Commencement Date of the Lease; or (ii) the termination of the Lease. Each of the Parties will duly adopt an abatement resolution or ordinance abating the real estate taxes as described in this Section 2.

B. For the avoidance of doubt, the portion of any leasehold interest that relates to any commercial or retail developments that are not directly related to or necessary for the operation of Magic Waters and that are constructed on any land that is undeveloped as of the Commencement Date under the Lease is not included within the scope of the real estate taxes being abated pursuant to this Agreement.

3. Transfer of Abatement Authority.

A. Pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act, each of the Parties (other than the Park District) hereby transfers to the Park District Board of Commissioners the authority to extend the abatement described in Section 2 of this Agreement upon its expiration if the Lease (as such may be amended or modified from time to time) is still in effect; provided, however, that the authority transferred hereunder shall not permit any extension that, together with the original abatement described in Section 2, extends (i) beyond the expiration or termination of the Lease; or (ii) longer than the period then permitted by applicable law; or (iii) more than twenty years from the beginning of the original abatement described in Section 2.

B. Notwithstanding the foregoing, nothing in this Agreement shall transfer to the Park District Board of Commissioners any Party's authority to abate any real estate taxes arising from (directly or indirectly through any leasehold interest) any commercial or retail developments that are not directly related to or necessary for the operation of Magic Waters and that are constructed on any land that is undeveloped as of the Commencement Date under the Lease.

4. Effective Date and Term.

A. This Agreement shall become binding and effective as to the Park District, the School District and the County on the date on which the last of them executes the Agreement. Thereafter, the Agreement shall become effective as to each other Party on the date such Party executes the Agreement.

B. The Parties agree and acknowledge that the Park District and Six Flags will rely on this Agreement in entering into the Lease, and consequently this Agreement will not be terminated by any Party until the earlier of (i) twenty years from the

Commencement Date of the Lease (as such term is defined in the Lease); or (ii) the date the Lease expires or is otherwise terminated.

5. Notices.

The effective date of written notice shall be the date of hand delivery or the date such notice is placed in the U.S. Mail addressed as indicated below. If required or permitted to be given, all written notices shall be directed as follows:

School District: Superintendent of Schools  
Rockford Public Schools  
501 Seventh Street  
Rockford, Illinois 61104

Copy to:

General Counsel  
Rockford Public Schools  
501 Seventh Street  
Rockford, Illinois 61104.

Park District: Executive Director  
Rockford Park District  
401 S. Main Street  
Rockford, Illinois 61101

Copy to:

Chief Financial Officer  
Rockford Park District  
401 S. Main Street  
Rockford, Illinois 61101

County: Winnebago County Chairman  
404 Elm Street  
Rockford, Illinois 61101

Copy to:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Any other Party: The address set forth under such Party's signature block

6. Miscellaneous.

A. This Agreement is binding upon and shall inure to the benefit of the successors of the Parties.

B. This Agreement is not assignable.

C. The invalidity of any provision of this Agreement shall not render invalid any other provision. In the event a court of competent jurisdiction declares, finds, or rules that a provision of this Agreement is invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

D. Failure of a Party to insist upon strict and prompt performance of the terms, conditions, covenants and agreements herein contained shall not constitute nor be construed as a waiver or relinquishment of rights to enforce any such term, condition, covenant or agreement and the same shall condition in full force and effect. In the event of a waiver of a breach or default of any term, condition, covenant or agreement, such shall not serve to waive any additional or future breach or default.

E. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

F. This Agreement contains the entire and integrated agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

G. This Agreement may only be altered or amended in manner specified herein, or by the express written consent and agreement of the parties.

In witness whereof, the parties have executed this Agreement on the dates set forth in their respective signature blocks.

*[Rest of Page is Blank; Signatures Appear on Following Page]*

ROCKFORD PARK DISTRICT

BOARD OF EDUCATION OF ROCKFORD  
SCHOOL DISTRICT NO. 205,  
WINNEBAGO AND BOONE COUNTIES,  
ILLINOIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WINNEBAGO COUNTY, ILLINOIS

By:  \_\_\_\_\_  
Name: Frank Ho \_\_\_\_\_  
Title: Chairman \_\_\_\_\_  
Date: 11/14/18 \_\_\_\_\_

[NAME OF TAXING AUTHORITY]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A  
TO INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION

*[pending completion of survey]*

*Exhibit A to Intergovernmental Agreement*

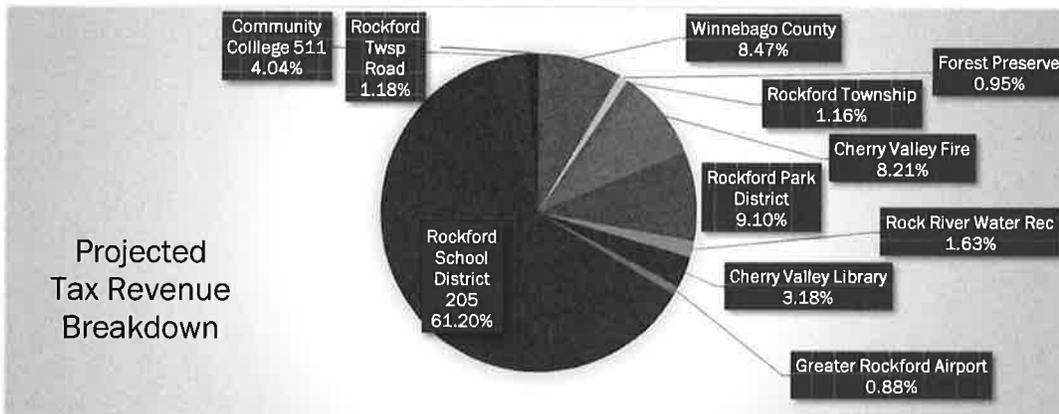


## Proposed Estimated Leasehold Valuation for Magic Waters PIN#s 12-35-426-002 & 12-35-276-003

The value for the property comes in at \$1,471,709, which would generate a tax bill (if taxed) of just over \$61,000 per year based on the assessed value of \$490,521 (1/3 of the market value) and the most recent tax rate of 12.4990%.

$\$1,471,709 \text{ market value} \times 0.3333 = \$490,521 \text{ assessed value}$   
 $\$490,521 \text{ assessed value} \times 0.124990 \text{ tax rate} = \$61,310.22 \text{ projected revenue}$

Taxing Bodies	Dollar Amount	Percent of Tax Rate	Percent of Total
Winnebago County	\$5,193.15	1.0587%	8.47%
Forest Preserve	\$579.80	0.1182%	0.95%
Rockford Township	\$709.29	0.1446%	1.16%
Cherry Valley Fire	\$5,033.24	1.0261%	8.21%
Rockford Park District	\$5,577.71	1.1371%	9.10%
Rock River Water Rec	\$1,000.66	0.2040%	1.63%
Cherry Valley Library	\$1,949.33	0.3974%	3.18%
Greater Rockford Airport	\$540.55	0.1102%	0.88%
Rockford School District 205	\$37,522.89	7.6496%	61.20%
Community College 511	\$2,478.60	0.5053%	4.04%
Rockford Twsp Road	\$724.99	0.1478%	1.18%
<b>Total</b>	<b>\$61,310.22</b>	<b>12.4990%</b>	<b>100.00%</b>



#	Taxing Body	Taxing Entity
1	<b>Airport</b>	GREATER RKFD AIRPORT
2	<b>CommCollege</b>	COMMUNITY COLLEGE 511
3	<b>County</b>	WINNEBAGO COUNTY
4	<b>City</b>	CHERRY VALLEY VILLAGE
5	<b>ForestDist</b>	FOREST PRESERVE
6	<b>FireDist</b>	CHERRY VALLEY FIRE
7	<b>LibraryDist</b>	CHERRY VALLEY LIBRARY
8	<b>ParkDist</b>	ROCKFORD PARK DISTRICT
9	<b>RoadDist</b>	ROCKFORD TWSP ROAD
10	<b>SanitaryDist</b>	ROCK RIVER WATER REC
11	<b>Township</b>	ROCKFORD TOWNSHIP
12	<b>SchoolDist</b>	ROCKFORD SCHOOL DIST 205

(13)

COMMITTEE: Economic Development

SUBJECT: Item 2 Res. Auth Executing an IGA w/ Rockford Park Dist for Tax Abatement for Magic Waters Leasehold

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED	✓				
2. BOOKER, AARON	✓				
3. BOOMER, DAVID	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, DANIEL	✓				
6. FIDUCCIA, DAVID	✓				
7. GERL, BURT	✓				
8. GORAL, ANGIE	✓				
9. HOFFMAN, JOE	✓				
10. JURY, GARY	✓				
11. KELLEY, DAVID	✓				
12. MCDONALD, KEITH	✓				
13. NICOLOSI, ELI	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE		✓			
17. TASSONI, DAVID	✓				
18. WEBSTER, JIM		✓			
19. WESCOTT, FRED	✓				
20. WILSON, L.C.	✓				
TOTALS <i>Voice Vote</i>	18	2			

18 yes 2 no

motion passed

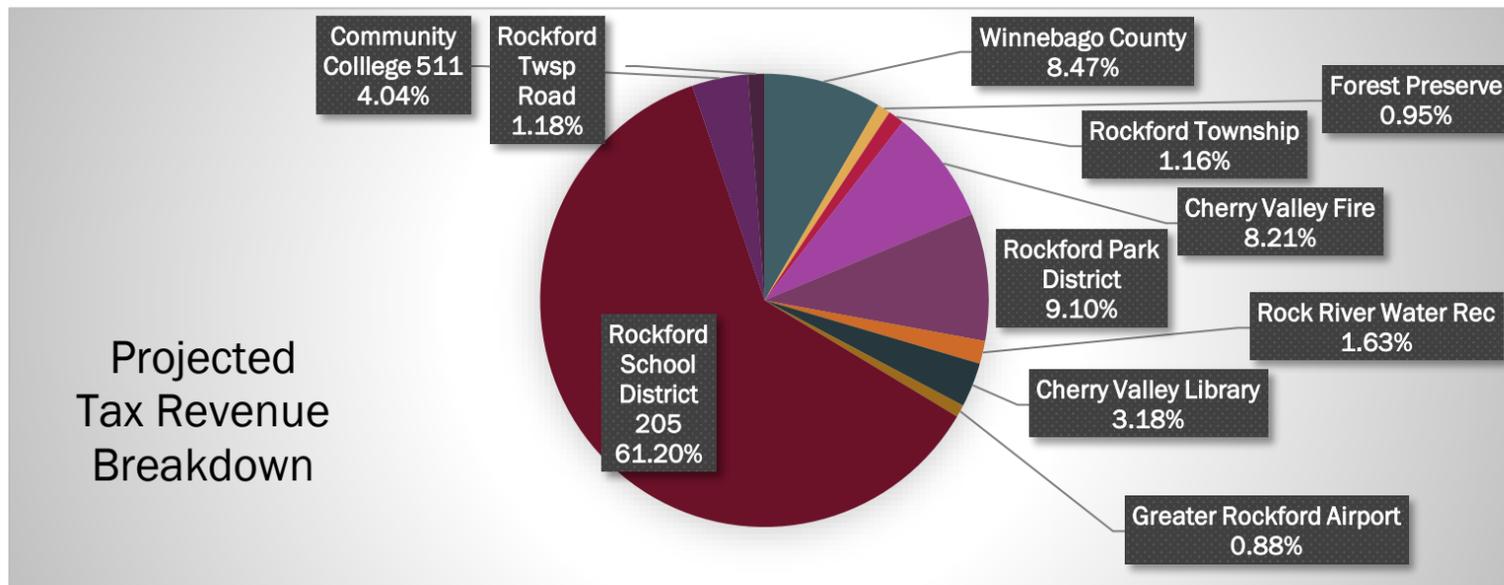


## Proposed Estimated Leasehold Valuation for Magic Waters PIN#s 12-35-426-002 & 12-35-276-003

The value for the property comes in at \$1,471,709, which would generate a tax bill (if taxed) of just over \$61,000 per year based on the assessed value of \$490,521 (1/3 of the market value) and the most recent tax rate of 12.4990%.

\$1,471,709 market value x 0.3333 = \$490,521 assessed value  
\$490,521 assessed value x 0.124990 tax rate = \$61,310.22 projected revenue

Taxing Bodies	Dollar Amount	Percent of Tax Rate	Percent of Total
Winnebago County	\$5,193.15	1.0587%	8.47%
Forest Preserve	\$579.80	0.1182%	0.95%
Rockford Township	\$709.29	0.1446%	1.16%
Cherry Valley Fire	\$5,033.24	1.0261%	8.21%
Rockford Park District	\$5,577.71	1.1371%	9.10%
Rock River Water Rec	\$1,000.66	0.2040%	1.63%
Cherry Valley Library	\$1,949.33	0.3974%	3.18%
Greater Rockford Airport	\$540.55	0.1102%	0.88%
Rockford School District 205	\$37,522.89	7.6496%	61.20%
Community College 511	\$2,478.60	0.5053%	4.04%
Rockford Twsp Road	\$724.99	0.1478%	1.18%
<b>Total</b>	<b>\$61,310.22</b>	<b>12.4990%</b>	<b>100.00%</b>



**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**

Submitted by: Keith McDonald

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

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

2019CO\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 70 OF THE WINNEBAGO  
COUNTY CODE OF ORDINANCES RELATED TO WASTE HAULERS  
AND SOLID WASTE

WHEREAS, Chapter 70 of the Winnebago County Code of Ordinances regulates garbage disposal areas and garbage hauling vehicles in Winnebago County, Illinois, as authorized by Section 5-8001 *et seq.* of the Counties Code, 55 ILCS 5/5-8001 *et seq.*; and

WHEREAS, Section 5-8002(3) authorizes the County Board to make rules and regulations pertaining to and provide for inspections of garbage disposal areas and garbage hauling vehicles to insure reasonable health standards; and

WHEREAS, Section 5-8003 permits the County Board to set a license fee not to exceed \$500 per annum for each garbage disposal area and \$50 per annum for each vehicle used in hauling garbage to a garbage disposal area; and

WHEREAS, Section 5-8005 provides that the County Board or any of its authorized agents shall have authority to inspect at any time or place any vehicle used in hauling garbage or any garbage disposal area; and

WHEREAS, the Winnebago County Health Department enforces the County Code related to garbage hauling vehicles and recommends revisions to the ordinance to make enforcement more effective and to cover the cost of inspections; and

WHEREAS, Article II of Chapter 70 primarily places operating standards on sanitary landfills in the County and predates the Illinois Environmental Protection Act in 1970, which now regulates the operation of landfills; and

WHEREAS, given the foregoing, the Health Department recommends the deletion of the operating standards contained in Chapter 70, Article II, of the County Code.

**NOW, THEREFORE, BE IT ORDAINED** by the County Board for the County of Winnebago, Illinois, that Chapter 70 of the County Code of Ordinances is modified as follows:

A. Section 70-1 is deleted in its entirety and replaced with the following:

Sec. 70-1. – Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Commercial purpose* means the carriage of persons or property for any fare, fee, rate, charge or other consideration, or directly or indirectly in connection with any business or other undertaking intended for profit.

*Garbage* means any refuse products or material including, but not limited to, the following: putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, sale or consumption of food; animal excretion; glass or metal containers, products or objects discarded as no longer useable; paper, wood, and cardboard waste; yard waste such as uprooted weeds, grass clippings, leaves and the like; ashes and cinders; discarded furniture or clothing; and dead animals. The term “garbage” does not include human excretion in the form of body waste.

*Health officer* means the Public Health Administrator of the Winnebago County Health Department.

*Garbage hauling vehicle* means any vehicle used for the commercial purpose of carrying, charting, hauling, or transporting garbage to a garbage disposal area, including, but not limited to, front loader garbage trucks, rear loader (packer) garbage trucks, side loader garbage trucks, roll-off garbage trucks (dumpers), grapple trucks, flatbed trucks, and all other vehicles displaying an H plate or more.

B. Section 70-2 is deleted in its entirety.

C. Section 70-4 is deleted in its entirety and replaced with the following:

Sec. 70-4. – Garbage disposal.

- (a) All persons within the county who accumulate garbage shall dispose of it in an approved manner and in a suitable container of metal or plastic with fitted covers.
- (b) All garbage shall be placed in a container, as set forth above, and removed at least once per week. All persons generating garbage shall keep a record of who is removing such garbage.
- (c) All garbage hauling vehicles transporting garbage to a garbage disposal area in Winnebago County must be properly permitted as set forth in Section 70-6.

D. Section 70-6 is deleted in its entirety and replaced with the following:

Sec. 70-6. – Hauling garbage and rubbish.

- (a) *Owners duty to prevent spills.* No person owning or controlling any garbage hauling vehicle, or any other vehicle used to haul garbage, shall cause or permit any vehicle to be so loaded, to be in such defective condition, so out of repair, faultily constructed, or so improperly driven or managed that any garbage with which such vehicle is loaded, or is being loaded, shall drop or fall on any public way or other place. Such vehicle shall be so constructed and covered as to prevent any part of the contents thereof from falling, leaking or spilling therefrom. Vehicles that transport garbage in a manner that is not fully enclosed shall ensure that the transport container is covered, by a tarp or other effective means, at all times when the vehicle is operating in the county, including after depositing any garbage being transported.
- (b) *Permit required; procedures.* Any person owning or controlling any garbage hauling vehicles transporting garbage to a garbage disposal area in Winnebago County shall obtain permits for the vehicles from the Winnebago County Health Department and comply with the following terms and conditions:
  - (1) *Application.* Permit forms shall be furnished by the Health Department for the applicant to provide the following information: name and address of hauler, a description of each vehicle to be permitted, vehicle license plate, and vehicle identification number. Permit applications shall be submitted at least 30 days prior to the first day of the quarter in which the annual permit is to be issued, as set forth below.
  - (2) *Inspection.* All vehicles to be permitted will be inspected. Inspections shall be completed prior to permits being issued. Inspections shall consist of checking whether the vehicle can contain the type of garbage it will be used to haul without leaking, the wind blowing, or otherwise discharging any garbage prior to or after its disposal destination. The health officer or his or her designee shall inspect any three or more refuse hauling vehicles at a reasonable time, quartered at the same site in the county. Persons owning or operating fewer than three garbage hauling vehicles shall arrange with the health officer a reasonable time and place for inspection. Regardless of permit status, the health officer may inspect any garbage hauling vehicle at any time or place to ensure that its condition and operation are in compliance with this Chapter and in the interest of public health and safety.
  - (3) *Term.* The term of annual permits shall be staggered by county fiscal year quarters depending on the number of garbage hauling vehicles to be permitted:

October 1 – September 30:	76-100 vehicles
January 1 – December 31:	51-75 vehicles
April 1 – March 31:	11-50 vehicles
July 1 – June 30:	1-10 vehicles

- (4) *Insurance.* All permit applicants must provide a policy or certificate of insurance demonstrating both vehicle liability insurance and comprehensive general liability insurance with limits each of not less than \$1,000,000 each person, \$3,000,000 each accident bodily injury liability, and \$1,000,000 each accident property damage liability. Said insurance may not be changed or canceled without at least 30 days' prior written notice to the Health Department.
  
- (5) *Identification.* At the time of permit issuance, the health officer shall provide two decals for each vehicle, one of which is to be affixed to the driver's side windshield and the other to be placed on the rear of the garbage hauling vehicle. Both decals must be visible at all times. No vehicle may be used without displaying said decals.
  
- (6) *Violations.* Failure to comply with any of the provisions in this Section may be punished by suspension of the permit and a fine of up to \$1,000. Each day that a violation exists shall be considered a separate offense. In addition to other penalties and procedures authorized by law or this Code, a violation of this Section is also subject to the code enforcement procedures set forth in Chapter 4 of this Code.
  
- (7) *Fees.* The permit fees for garbage hauling vehicles shall be \$50.00 per vehicle per annum. An inspection fee of \$100.00 per vehicle per annum shall be assessed to cover the cost of the vehicle inspection.

A late fee of \$100.00 will be assessed for each permit application received on or after the first day of the quarter in which it was due.

- E. The following sections of Chapter 70, Article II, Division 1 shall be deleted in their entirety and replaced with the following:

Sec. 70-31. – Penalty for violation of article.

Any operator who shall violate any provision of this article shall be subject to a fine of not less than \$100.00 or more than \$1,000.00. Each day's failure to comply with any such provision shall constitute a separate violation.

Sec. 70-32. – Permit required.

An operator of a sanitary landfill in the county shall first obtain a permit from the county. The annual fee for a permit required by this section shall be \$ 500.00.

Sec. 70-33. – Bond required.

- (a) The operator of a sanitary landfill shall deliver to the Health Department a cash or corporate bond in the sum of \$5,000.00. Such cash or corporate bond shall run to the county and shall be conditioned as follows:
  - (1) The operator, their agents and employees will comply with all of the terms, conditions, provisions, requirements and specifications contained in this article and with all federal, state and local laws and regulations.
  - (2) The operator will save harmless the county from any expense incurred through the failure of the operator, his agents or employees to operate and maintain the sanitary landfill in accordance with this article and all federal, state and local laws and regulations, including any expense the county may incur for correcting any violation or from any damages growing out of the negligence of the operator, his agents or employees.
- (b) Such bond shall run for a period of two years after the landfill site has been finished and brought to final grade.

Sec. 70-34. – Inspections; right of entry of health officer.

The health officer or his or her designee shall make inspections of each sanitary landfill as often as he/she deems necessary and will report any major discrepancies to the county board. An operator shall allow the health officer or his or her designee upon the premises at all reasonable times for the purpose of inspecting the landfill.

- F. Chapter 70, Article II, Division 2 (Sections 70-51 thru 70-83) shall be deleted in their entirety.

**BE IT FURTHER ORDAINED** that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining provisions hereof.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect on January 1, 2020, and the County Clerk is hereby directed to distribute a certified copy of this Ordinance to the Public Health Administrator, the County Auditor, and the County Administrator.

Respectfully submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the County Board of the County of Winnebago, Illinois.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

Attested by:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

**PUBLIC WORKS  
COMMITTEE**

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

**19-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROVAL OF A CHANGE IN PLANS TO  
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR THE WIDENING  
AND RESURFACING ON BAXTER ROAD (CH-11) AT LINDENWOOD ROAD (CH-72)  
AND LINDENWOOD ROAD SOUTH OF BAXTER ROAD  
(SECTION 16-00612-00-WR)**

**WHEREAS** on July 13<sup>th</sup>, 2017 by Resolution 2017 CR 095, the County Board of the of Winnebago awarded a contract in the amount of \$878,806.57 to Rock Road Companies for the widening and resurfacing of Baxter Road at Lindenwood Road and Lindenwood Road south of Baxter Road under Section 16-00612-00-WR; and

**WHEREAS** in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

**WHEREAS** the total net change of the reconciliation change order is a deduction of \$57,727.65, with previous deduction of \$7,196.50 the total net deduction to the original contract amount is \$64,924.15, for a final adjusted contract amount of \$813,882.73; and

**WHEREAS** it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 4 for the project known as Section 16-00612-00-WR.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 4 on behalf of the County of Winnebago in substantially the form attached; and

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, and Engineer.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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



**Request for Approval  
of Change in Plans**

Date: 9/3/2019

County: Winnebago

Request No 4  Final

Road District or Municipality: Highway Department

Contractor: Rock Road

Section No. 16-00612-00-WR

Address: PO Box 1818  
Janesville, WI 53547-1818

I recommend that this deduction be made from the above contract.  
(addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
Earth Excavation	CY	871.00	14.54	D	\$ -	\$ 12,664.34
Topsoil Furnish and Place 4"	SY	10895.00	1.39	D	\$ -	\$ 15,144.05
Seeding, Class 1A	ACRE	3.05	1,769.18	D	\$ -	\$ 5,396.00
Erosion Control Blanket	SY	14709.00	1.07	D	\$ -	\$ 15,738.63
Inlet and Pipe Protection	EACH	7.00	168.25	D	\$ -	\$ 1,177.75
Temporary Ditch Check	EACH	37.00	163.15	D	\$ -	\$ 6,036.55
Asphalt Driveway Pavement 2"	SY	230.30	11.60	D	\$ -	\$ 2,671.48
Driveway Pavement Removal	SY	509.00	9.09	D	\$ -	\$ 4,626.81
Aggregate Shoulder Type A 6"	SY	552.40	7.00	D	\$ -	\$ 3,866.80
Storm Sewer CMP 15"	FOOT	35.00	53.23	D	\$ -	\$ 1,863.05
Storm Sewer CMP 18"	FOOT	42.00	59.59	D	\$ -	\$ 2,502.78
Str Swers CL A Type 1 18"	FOOT	8.00	55.25	D	\$ -	\$ 442.00
CMP Flared End Section 15"	EACH	2.00	126.75	D	\$ -	\$ 253.50
CMP Flared End Section 18"	EACH	2.00	156.55	D	\$ -	\$ 313.10
Combo PCC C&G Type B-6.24	FOOT	326.70	27.27	D	\$ -	\$ 8,909.11
Guardrail Removal and Reerect	FOOT	102.00	31.70	D	\$ -	\$ 3,233.40
Thermo Pave Mark - L&S	SF	29.20	5.05	A	\$ 147.46	\$ -
Thermo Pave Mark - Line 4"	FOOT	696.00	0.56	D	\$ -	\$ 389.76
Thermo Pave Mark - Line 8"	FOOT	602.00	1.11	A	\$ 668.22	\$ -
Thermo Pave Mark - Line 12"	FOOT	216.00	2.52	D	\$ -	\$ 544.32
Thermo Pave Mark - Line 24"	FOOT	5.00	5.05	A	\$ 25.25	\$ -
New Sign	EACH	1.00	303.00	D	\$ -	\$ 303.00
Relocate Sign Panel & Post	EACH	7.00	186.85	D	\$ -	\$ 1,307.95
HMA Surf Mix D N70 3"	SF	44.00	9.21	D	\$ -	\$ 405.24
Undercut	CY	74.70	40.08	D	\$ -	\$ 2,993.98
Trench Backfill	CY	24.14	24.05	D	\$ -	\$ 580.57
Furnished Excavation	CY	100.00	34.27	D	\$ -	\$ 3,427.00
Temporary Seeding	POUND	200.00	1.25	A	\$ 250.00	\$ -
Nitrogen Fertilizer	POUND	286.00	1.50	D	\$ -	\$ 429.00
Phosphorous Fertilizer	POUND	286.00	1.50	D	\$ -	\$ 429.00
Potassium Fertilizer	POUND	286.00	1.50	D	\$ -	\$ 429.00
Bituminous Matls Tack Coat	GAL	194.52	2.25	A	\$ 437.67	\$ -
Agg Shoulder Var Depth	TON	508.31	21.20	D	\$ -	\$ 10,776.17
New SPBGR TY A Guardrail	LF	162.20	37.44	A	\$ 6,072.77	\$ -
<b>Total Changes:</b>					<b>\$ 7,601.37</b>	<b>\$ 106,854.33</b>



Total Net Change: \$ (57,727.65)

Amount of Original Contract: \$ 878,806.87

Amount of Previous Change Orders: \$ (7,196.50)

Amount of adjusted/final contract: \$ 813,882.73

Total net deduction to date \$ (64,924.15) which is -7.39 % of the contract price (addition, deduction)

State fully the nature and reason for the change: Reconciliation of bid quantities with as-built quantities

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

The undersigned has determined that the change is germane to the original contract as signed.

The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: Frank J. Hodina, P.E.  
Engineering Manager  
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

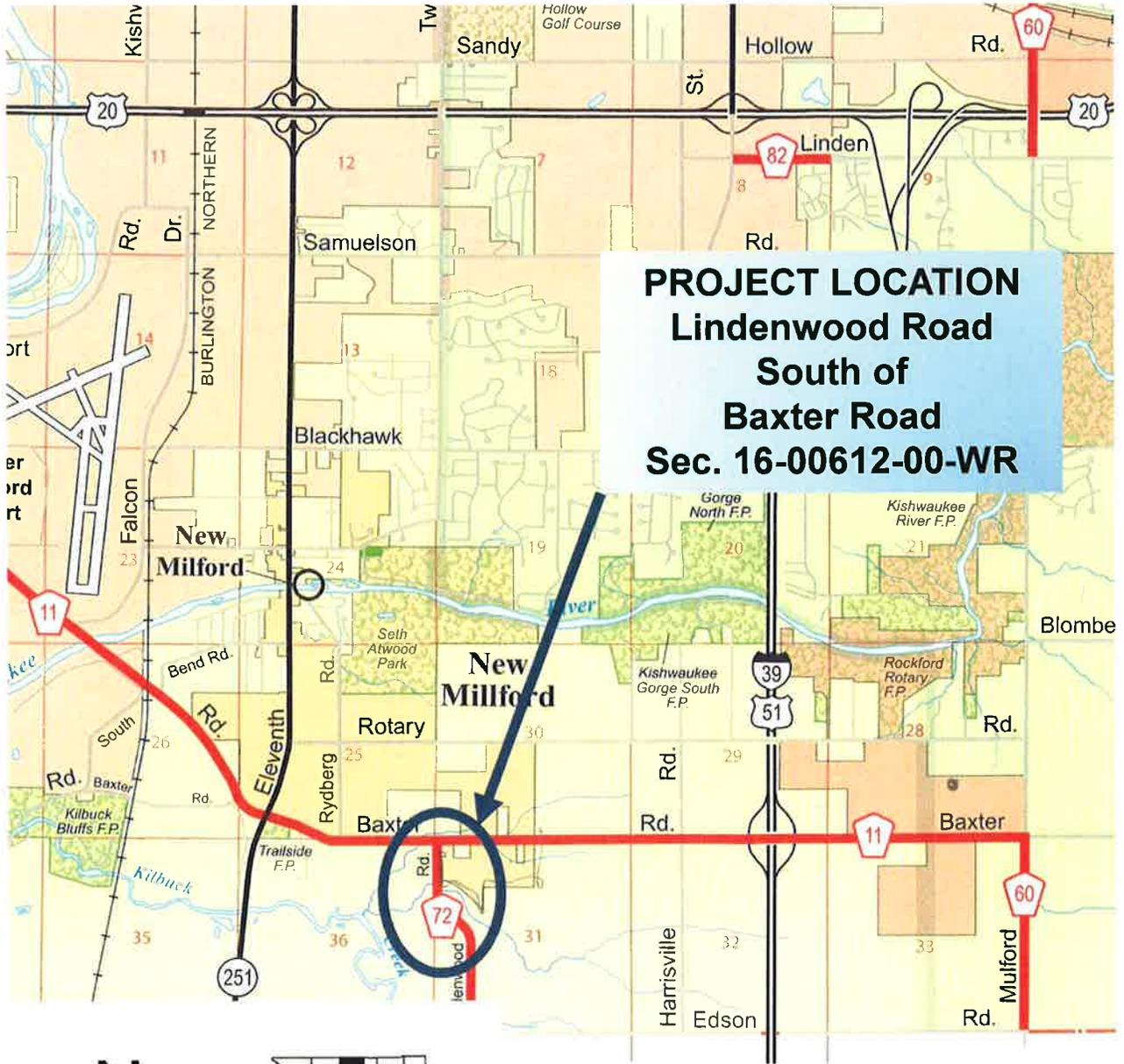
Municipal Officer

Title of Municipal Officer

Date

Approved  
Regional Engineer  
Date

Note: Make out separate form for change in length quantities.  
Give net quantities  
Submit 6 Originals  
If plans are required attached 3 sets.



R.2E.



**Location Map  
Attachment 1**

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

**19-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE  
PAVEMENT MARKING PROJECT FOR PERRYVILLE ROAD  
FROM RIVERSIDE BLVD. TO SWANSON ROAD  
SECTION NUMBER 19-00000-04-GM CHANGE ORDER #1**

**WHEREAS**, the County of Winnebago caused the painting of letters, symbols and stop bars and other striping on Perryville Road from Riverside Blvd. to Swanson Road; and

**WHEREAS**, the contractor is Countryman Inc.; and

**WHEREAS**, attached hereto is the Request for Authorization for Change Order Number #1 and Final for Section 19-00000-04-GM for various painting items. The net cost decrease is \$10,610.00; and

**WHEREAS**, it is necessary for the County of Winnebago to authorize the attached Change Order.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board authorizes the County Engineer to execute the Change Order to the previously executed contract.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**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 Auditor, Treasurer, and Engineer.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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



Date: 11/13/2019
Request No. 1 [X] Final
Contractor: Countryman Inc.
Address: 1222 Buchanan Street
Rockford, IL. 61101

County Winnebago
Road District or Municipality D2
Section 19 - 00000 - 04 - GM

I recommend that an [ ] addition [ ] extension [X] deduction be made [ ] to [X] from the above contract.

Between Station and Station a net length of (Do not fill in unless a change in length is involved)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Table with 5 columns: Items Description and Unit, Quantity, Unit Price, Additions, Deductions. Includes rows for PAINT PVT MK LTR & SYM, SF, PAINT PVT MK LINE 6", FT, PAINT PVT MK LINE 12", FT, PAINT PVT MK LINE 24", FT, and a Totals row.

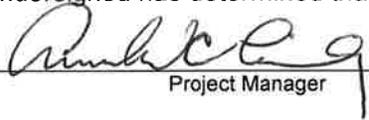
Net Change (\$10,610.00)

Amount of original contract	\$	<u>54,550.00</u>	
Amount of previously adjusted contract	\$	<u>                    </u>	
Amount of adjusted/final contract	\$	<u>47,761.50</u>	
<input type="checkbox"/> addition			
Total net <input checked="" type="checkbox"/> deduction to date	\$	<u>10,610.00</u>	which is <u>19.5</u> % of Contract Price

State fully the nature and reason for the change \_\_\_\_\_  
 All quantities are as placed final measurements.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the local agency and is authorized by law.

Signed   
 Project Manager

Signed \_\_\_\_\_  
 Municipal Official

\_\_\_\_\_  
 Title of Municipal Official

Nov 13, 2019  
 Date

\_\_\_\_\_  
 Date

Approved Recommended \_\_\_\_\_  
 County Engineer  
 \_\_\_\_\_  
 Date

Approved \_\_\_\_\_  
 Regional Engineer  
 \_\_\_\_\_  
 Date

Note Make out separate form for change in length quantities.  
 Give net quantities only.  
 Submit 3 copies of this form to Regional Engineer (4 copies for road district).  
 If plans are required attach 3 sets.

**PUBLIC SAFETY  
COMMITTEE**

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Submitted by: Public Safety Committee

2019 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN INDEPENDENT  
CONTRACTOR AGREEMENT FOR SERVICES AS WINNEBAGO  
COUNTY COMMUNITY LIAISON BETWEEN  
WINNEBAGO COUNTY, ILLINOIS AND TOMMY MEEKS**

---

**WHEREAS**, the County of Winnebago, Illinois wishes to engage the services of Tommy Meeks; and

**WHEREAS**, Tommy Meeks wishes to provide services to the County; and

**WHEREAS**, the County and Tommy Meeks have negotiated an Independent Contractor Agreement for Services as Winnebago County Community Liaison, the content of which is substantially similar to that contained in the Independent Contractor Agreement for Services as Winnebago County Community Liaison attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to Tommy Meeks.

Respectfully submitted,  
**Public Safety Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

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

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

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

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

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

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

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **County of Winnebago**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks** of \_\_\_\_\_ (hereinafter referred to as “**Contractor**”).

**RECITALS**

Whereas, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

Whereas, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

Whereas, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the sufficiency of which both parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

**SECTION ONE**

**DESCRIPTION OF WORK**

The services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating mentoring groups for individuals engaged in the justice system in Winnebago County at the request of Court Services. The group curriculum and any guest speakers will be approved by Court Services.
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.

**SECTION TWO**

**PAYMENT**

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor’s invoice shall be paid according to the Illinois Local Government Prompt Payment Act. The County will not reimburse for mileage or expenses.

### **SECTION THREE**

#### **RELATIONSHIP OF PARTIES**

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Contractor and any of Contractor's employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

### **SECTION FOUR**

#### **TAX AND UNEMPLOYMENT INSURANCE LIABILITY**

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

### **SECTION FIVE**

#### **INDEMNIFICATION**

The parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying party associated with its performance under this Agreement, or 2) the indemnifying party's failure to perform any of its obligations under this Agreement.

### **SECTION SIX**

#### **DURATION**

The term of this Agreement shall be from October 1, 2019 to September 30, 2020. Either party may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. This Agreement will not be automatically renewed.

### **SECTION SEVEN**

#### **WAIVER**

The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

### **SECTION EIGHT**

## **VALIDITY AND INTERPRETATION**

If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

### **SECTION NINE**

#### **NOTICES**

All notices regarding this agreement shall be delivered to the other party at the address set forth above or at such other address as may be designated by a party in writing.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

**County of Winnebago, an Illinois  
body politic and corporate,**

**Contractor**

By: \_\_\_\_\_  
Frank Haney, Chairman

\_\_\_\_\_ Tommy Meeks

ATTEST:

\_\_\_\_\_  
Lori Gummow  
Winnebago County Clerk

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

Submitted by: Public Safety Committee

2019 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE A MEMORANDUM OF  
AGREEMENT BETWEEN WINNEBAGO COUNTY, 17<sup>TH</sup> JUDICIAL  
CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

---

**WHEREAS**, the County of Winnebago, Illinois and the 17<sup>th</sup> Judicial Circuit Court wishes to engage the services of Remedies; and

**WHEREAS**, Remedies wishes to provide services to the County and the 17<sup>th</sup> Judicial Circuit Court; and

**WHEREAS**, the County, the 17<sup>th</sup> Judicial Circuit Court and Remedies have negotiated an agreement for services, the content of which is substantially similar to that contained in the Memorandum of Agreement attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute a Memorandum of Agreement between the County of Winnebago, the 17<sup>th</sup> Judicial Circuit Court and Remedies Renewing Lives, Inc. which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator, Chief Judge of the 17<sup>th</sup> Judicial Circuit Court and the Executive Director of Remedies.

Respectfully submitted,  
**Public Safety Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

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

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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DAN FELLARS

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DAN FELLARS

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ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

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

**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, THE 17<sup>th</sup> JUDICIAL CIRCUIT  
COURT, AND REMEDIES RENEWING LIVES, INC.**

The parties to this Agreement are Winnebago County (hereinafter "County"), the 17<sup>th</sup> Judicial Circuit Court (hereinafter "COURT") and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter "REMEDIES")

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed substance use disorder treatment, partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services, and

WHEREAS, REMEDIES is a professional, licensed organization that provides substance use disorder treatment services to chemically dependent persons and is a state of Illinois PAIP Protocol approved site to provide Partner Abuse Intervention Program (PAIP) services, and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendant/client.

NOW, THEREFORE, the Parties agree as follows:

**I. General Terms**

**A. Term of Agreement**

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2019 and ending on September 30, 2020.

**B. Termination Upon Notice**

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving thirty days written notice to COURT. COUNTY may terminate this Agreement at will by giving thirty days written notice to REMEDIES and COURT.

**C. Confidentiality**

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendant/client identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

**D. Warrant of Authority**

Each PARTY warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

**E. Indemnification**

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the Court or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

REMEDIES shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this contract, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

**F. Consultation and Reporting**

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meeting to review the services provided to the COURT's Resource Intervention Program.

REMEDIES agrees to provide a monthly report to the COURT outlining the services provided to defendants/clients referred by the COURT. The PARTIES will agree on the form and information to be included in the report.

**II. Scope of Services**

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's Resource Intervention Center Program (RIC), as appropriate for client service needs pertaining to substance use disorders and domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes.

**A. Intake Process and Assessments**

REMEDIES agrees to complete a substance use disorder treatment services intake and assessment which includes but is not limited to diagnostic criteria and impression, past and current mental health concerns as well as physical health, nutrition and gambling disorder screenings.

As part of the intake process for any domestic violence PAIP referral, REMEDIES will work with the Illinois Department of Human Services, Division of Family & Community Services-Domestic and Sexual Violence Prevention, to identify and incorporate a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services; Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/jcar/admincode/089/089005010B00900R.html>. Said validated intimate partner risk assessment may be the ODARA, SARA or another validated intimate partner risk assessment.

Upon assessment for both substance use disorder treatment and PAIP services, completion of the results will be scanned and attached to the file in the FCE case management system within 72 hours.

**B. Treatment - Substance Abuse**

REMEDIES agrees to administer and staff a program of substance use disorder treatment services for defendants/clients referred by the COURT. The program of substance use disorder treatment services will include outpatient services consisting of one (1) to three (3) sessions per week for two (2) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction Medicine's (ASAM) Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services. Family sessions will be offered to the defendant/client as appropriate.

**C. PAIP - Domestic Violence**

REMEDIES agrees to provide up to three Partner Abuse Intervention Program (PAIP) groups per week. PAIP services will be facilitated to participants for a minimum of 26 weeks, meeting once per week for two-hour sessions. The following schedule shall initially apply. The same may be modified from time to time with reasonable notice provided.

Tuesdays	9:00am-11:00am
Thursdays	1:15 pm-3:15pm
Fridays	2:00 pm-4:00pm

The number of participants in each group will not exceed 15 persons. The PAIP program will incorporate an education based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II, Point A. REMEDIES will work with the COURT to identify and implement cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

**D. General Staffing**

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services-Domestic and Sexual Violence Prevention to facilitate the Partner Abuse Intervention Program. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the 40 hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional 20 hours

of training in abuser services. The 20 hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees of/or contractual employees of REMEDIES. REMEDIES supplied staff will have at minimum a bachelor's degree education and have passed a background clearance conducted by COURT.

**III. Costs and Billing for Services**

REMEDIES shall be compensated in the amount of \$11,607.16 per month for those service performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a 12 month period shall not exceed \$139,286.00 REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates. Should this Agreement or any continuation thereof terminate on a date other than the last day of a month, REMEDIES shall be entitled to a prorated amount of the stated monthly amount of \$11,607.16.

**IV. Office Support and Payment for Services**

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

**V. Miscellaneous**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement.

Dated: \_\_\_\_\_, 2019

Winnebago County

By: \_\_\_\_\_  
**Frank Haney, in his capacity as  
Chairman of Winnebago County**

Dated: \_\_\_\_\_, 2019

The 17<sup>th</sup> Judicial Winnebago County Court

By: \_\_\_\_\_  
**Eugene Doherty, in his capacity as  
Chief Judge of the 17<sup>th</sup> Judicial Circuit Court**

Dated: \_\_\_\_\_, 2019

Remedies Renewing Lives, Inc.  
An Illinois not-for-profit corporation

By: \_\_\_\_\_  
**Gary Halbach, in his capacity as  
President and CEO**

**PERSONNEL &  
POLICIES  
COMMITTEE**

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

**SUBMITTED BY: PERSONNEL AND POLICES COMMITTEE**

**2019 CR**

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**RESOLUTION AUTHORIZING HIRING OF THE NORTHERN ILLINOIS  
UNIVERSITY CENTER FOR GOVERNMENTAL STUDIES FOR TECHNICAL  
RESEARCH: ADMINISTRATOR AND COUNTY BOARD CHAIR DUTIES**

---

**WHEREAS**, the County Board of the County of Winnebago wishes to engage the services of the Northern Illinois University Center for Governmental Studies to provide technical research to review the existing ordinances establishing the duties of the County Administrator and the County Board Chairman for the purpose of identifying conflicts in the assignment of duties and offering suggested resolutions based on best practices and statutory guidelines; and

**WHEREAS**, after conducting research and a number of interviews, the County Board has determined that the Northern Illinois University Center for Governmental Studies is to be recommended for the project; an

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago, that the County engages the services of the Northern Illinois University Center for Governmental Studies as set forth in the Proposed Workplan and Exploration Steps presented October 9, 2019, a copy of which is attached to this resolution as Exhibit A.

**BE IT FURTHER RESOLVED**, that upon review by the Winnebago County State's Attorney, the Winnebago County Board Chairman is authorized and directed to execute a contract with the Northern Illinois University Center for Governmental Studies not to exceed \$4,900 to determine the duties of the County Administrator and the County Board Chairman offering suggested resolutions based on best practices and statutory guidelines.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**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, to Professor Kurt Thurmaier of the Northern Illinois University Center for Governmental Studies..

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Respectfully submitted,  
Personnel and Policies Committee

\_\_\_\_\_  
Dave Fiduccia, Chairman

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

Attested by:

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



NORTHERN ILLINOIS UNIVERSITY

**Center for  
Governmental Studies**

*Outreach, Engagement, and Regional Development*

# **Winnebago County**

## **Technical Research: Administrator and Board Chair Duties**

**Proposed Workplan and  
Exploration Steps**

NIU Center for Governmental Studies  
NIU Dept. of Public Administration  
October 9, 2019

## *Proposed Scope of Services-*

The Center for Governmental Studies at Northern Illinois University, in conjunction with its Department of Public Administration partners, is pleased to respond to your request for a proposal to develop and undertake a series of exploration and technical research tasks on the roles and duties of the County Administrator and County Board Chair with respect to the County Board. The proposed research component works in parallel with related role and responsibility discussions undertaken by a Committee of the Winnebago County Board.

The overall aim is to undertake and conduct a series of directed research and analysis exercises to gather objective information and data, including the identification of alternative approaches and designs, related to the duties and responsibilities of executive level and legislative roles in the County Government, integral to the governance and administration of the County organization. The study team will research and explore, within the context of Illinois' statutory provisions, examples of traditional stand-alone activities related to policy research and policy-making, budget preparation and administration, organizational management, advancement of organizational goals, and County governance.

The research team will undertake a multi-part research and analysis effort that condenses our findings into a presentation of alternative actions that the County's study group may recommended to the County board for implementation. The project would begin with a brief evaluation and diagnosis step with the Committee's leadership, ending with a facilitated group discussion session to share findings, ideas, goals and possible frameworks toward the formation of a consensus.

Committee and organizational leaders, senior staff and other participants will likely be asked to provide input and ideas to augment the study team's technical research. Organizational expertise and context will be important to fully explore options that may be discussed.

## **PROJECT PHASES**

The multi-phase *Technical Assistance and Research project* will be composed of these primary activities:

1. Exploratory background and discovery research and interviews of governance and administrative structures
2. Directed/focused research on models and examples from other Counties in Illinois and other midwestern states.
3. Compilation of the Research Team's findings
4. Review of case law and related statutory elements and feedback by legal research advisor<sup>^\*\*</sup>
5. Facilitated Workshop Presentation/Discussions: review concepts and research findings with committee leaders

### **Component 1: Exploratory Background Research**

We recommend an initial 2-hour background session with County study group representatives, board leaders and senior staff to gain a full understanding of the policy and organizational issues to be explored.

### **Component 2: Exploratory Research/Data Gathering**

We will undertake a series of exploratory research and analysis tasks to gain both breadth and depth in the review of the key duties of the positions under study, and, their relationship to the governance structure and the County Board function as a whole.

### **Component 3: Thematic Analysis of Exploratory Research**

We will complete an assessment of the themes from the research and data gathering and analysis phase. The analysts will be looking for opportunities for collaborative shared governance possibilities, core duties and activities and resource utilization and pathways to organizational effectiveness and performance.

### **Component 4: Facilitated Reporting & Findings Workshop**

We will use the information gathered in Component 1., to lead a 90 minute +/- feedback and learning leadership workshop to help explore, understand, and identify possibilities, conceptual frameworks, alternatives and approaches. The planned report out at the session would be similar to the following:

Part a.) Background and Context- Group review of current policy environment, issue framing, current organizational and county profile

Part b.) Findings Summation of the Data Gathering/Research Steps - review of collected research and gathered data from the University research team and legal advisor/reviewer<sup>\*\*</sup>.

Part c.) Consideration of Knowledge Gained- Group discussions, deliberation of viable or desired conceptual structures or policy options

The planned concluding/reporting workshop would be conducted at one of the County-owned or identified meeting rooms or training facilities.

The researchers and facilitators will work to establish a common understanding among participants of the information shared, the ideas considered, and, if desired, can work to assist the group in moving toward a consensus view or point for further consideration, and/or concept termination.

The following primary objectives and framework for the technical research engagement will guide the University's research team:

- Promote knowledge, understanding, and analysis of information and concepts related to the topic at hand;
- Create a participative environment for all to share ideas and perspectives;
- Engage participants in shared dialogue and work to assist with group discussions and potential consensus building.

#### **Summarization/Compilation**

A summarization memorandum of the engagement's steps and research outcomes, and, the group discussions will be prepared, based on the group's work and conclusions.

## PROPOSED WORK SCHEDULE

The project's lead investigator/project coordinator will initiate on-site background meetings within two weeks of receipt of written notice to proceed. Work will progress from that point in time with an estimated completion time-frame of 5-7 weeks. The lead investigator/researcher serving as the primary field agent for the project will advise of any complications or unforeseen factors that would require amendments to the projected completion date.

## PROJECT FEES

### *Professional Fees & Expenses*

The Center for Governmental Studies, in partnership with the Department of Public Administration, proposes to undertake the above facilitated technical research/assistance project on a not-to-exceed professional fee basis. Our proposed fee for professional and support services for the project (Components described above) will be within a range of \$ 4,100-4,900 inclusive of normal project expenses for the research team. The eventual/final fee will be determined by the final scope of work completed including the extent of research undertaken, the number of encounters, workshop session participation and project coordination.

### *Expenses and Additional Work*

Reimbursable expenses, such as travel, printing, postage, telecommunications, research packets, or other materials are included in our range for the not-to-exceed fee. (Professional services by project team personnel for requested services, meetings or research *beyond* the project scope outlined above, or, not otherwise noted, will be charged at a rate of \$115 per hour, plus expenses, for professional-level staff involved. Support staff services will be charged at a rate of \$50 per hour.)

Should additional *Workshop Sessions*, beyond those identified in the scope of work above, be required, additional sessions will be billed at a rate of \$ 900 per each 2 +/- hour session (including required planning, follow-up, coordination, session notations, minor travel, etc.)

## \*RESPONSIBILITIES OF THE COUNTY/COMMITTEE

The designated County Official who will oversee the project will be responsible for identifying and reviewing

potential meeting sites with the lead researchers/ coordinator and to select meeting sites mutually agreeable to both the City and the University research team. The County will also be responsible for inviting study group members, preparing all notices and agendas, keeping minutes, and, making all logistical, scheduling and equipment/ supply arrangements for the sessions at the selected site. All meeting site expenses, refreshments, food, etc., (if any) will be the *sole responsibility* of the County and are typically contracted directly with the provider.

### TERMS

Upon execution of a formal notice to proceed, the Center for Governmental Studies will deliver a letter of agreement for execution, confirming the scope of the project, to Winnebago County for execution. Services will begin upon receipt of the executed agreement, and an engagement fee of \$1,000.

A final billing will be prepared at the conclusion of the research findings presentation meeting.

### PROJECT TEAM

Lead researcher and primary field agent duties will be shared with Prof. Kurt Thurmaier, Ph.D., Chair of the Department of Public Administration taking the lead researcher role and Greg Kuhn, Ph.D., Asst. Director for Public Management and Training at the Center for Governmental Studies serving as lead coordinator. Kurt and Greg will be assisted by other specialists, including Adam Simon, Esq. of Ancel Glink\*\*, and members of the Center's Public Management team as well as faculty or graduate students from the Department of Public Administration. Other support staff and professionals from NIU's Center for Governmental Studies may also serve as resources to the project's lead researcher. A summary biography of the project's lead researchers/ facilitators and assisting staff is included with this proposal.

*^\*\*Please note, the County/ Board Committee will be asked to execute a separate professional services letter of engagement with Mr. Simon and Ancel Glink for their role and services related to the case law and statutory elements perspective important to the research undertaking described above.*

**ACCEPTANCE AND NOTICE TO PROCEED**

Thank you for your consideration of our outline to be of assistance to Winnebago County. Should the above outline confirm our understanding of the project and meet with the County's needs, please sign below as confirming to proceed. A separate inter-agency professional services agreement will be prepared by the Center's business office for the County's signature.

SUBMITTED BY:

ACCEPTED BY:



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NIU Center for Govt'l. Studies  
Greg Kuhn, PhD  
Asst. Director  
October 11, 2019

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Title: \_\_\_\_\_  
Winnebago County  
Date: \_\_\_\_\_

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

Sponsored by: David Fiduccia

Submitted by: Personnel and Policies Committee

2019 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH VOYA FINANCIAL FOR STOP LOSS SPECIFIC AND AGGREGATE COVERAGE ON THE SELF-INSURED CO-PAY/POS AND HIGH DEDUCTIBLE MEDICAL PLANS.**

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**WHEREAS**, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to active employees and retirees; the County purchases a stop loss insurance plan to reinsure the County of medical claims which exceed \$175,000 (per individual) and on an aggregate basis; and,

**WHEREAS**, the County's Benefit Consultant has reviewed submitted proposals for the stop loss coverage in 2020; and the

**WHEREAS**, the County's Benefit Consultant recommends **renewing with Voya Financial in 2020; and,**

**WHEREAS**, Sun Life has proposed the following rates to Winnebago County for stop loss coverage in 2020:

**\$64.55 for Specific per individual coverage per month**

**\$166.52 for Specific per family coverage per month**

This is a -13.9% decrease from the 2019 rates.

**\$2.51 for Aggregate per employee per month**

This is a 25.5% increase from the 2019 rates.

**This is a \$415,098 decrease from 2019.**

**WHEREAS**, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal and recommends that the County Board authorize execution of an agreement with **Voya Financial** for the stop loss coverage for the self-insured Co-Pay/POS, PPO and HDHP medical plans for the year January 1, 2020 through December 31, 2020.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement effective January 1, 2020 with **Voya Financial, 230 Park Avenue, New York, NY 10169**, for stop loss coverage.

**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, Director of Human Resources and the County Auditor.

Respectfully Submitted,  
**PERSONNEL AND POLICIES COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVID FIDUCCIA, CHAIRMAN

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DAVID FIDUCCIA, CHAIRMAN

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DAVID BOOMER

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DAVID KELLEY

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DAVID KELLEY

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DOROTHY REDD

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DOROTHY REDD

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JIM WEBSTER

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JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN 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**  
**Stop Loss Financial Analysis**  
\$175,000 Specific Stop Loss Level  
1/1/2020 through 12/31/2020

*Recommended Vendor*

Category	Current Program	Incumbent Renewal Preliminary	Incumbent Renewal Final	Market Alternative #1	Market Alternative #2	Market Alternative #3	Market Alternative #4
A <b>Carrier</b>	<b>Sun Life</b>	<b>Sun Life</b>	<b>Sun Life</b>	<b>TM HCC</b>	<b>Symetra</b>	<b>Optum</b>	<b>* Voya</b>
<b>Specific Stop Loss</b>							
B Coverages	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx
C Contract Basis	Paid	Paid	Paid	24/12	24/12	24/12	24/12
D Specific Stop Loss Level	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
E Labeled Claimants	No	No	No	To Be Determined	Yes	To Be Determined	Yes
F Single Lives	451	451	451	451	451	451	451
G Family Lives	525	525	525	525	525	525	525
H Specific Stop Loss Rate - Single	\$75.53	\$111.03	\$103.64	\$80.35	\$78.06	\$98.38	\$64.55
I Specific Stop Loss Rate - Family	\$192.89	\$283.53	\$264.67	\$267.33	\$233.60	\$234.76	\$166.52
J Specific Stop Loss Rate - Composite	\$138.66	\$203.83	\$190.26	\$180.93	\$161.73	\$171.74	\$119.40
K Total Specific Stop Loss Premium - Monthly	\$135,331	\$198,938	\$185,693	\$176,586	\$157,845	\$167,618	\$116,535
L Total Specific Stop Loss Premium - Annual	\$1,623,975	\$2,387,259	\$2,228,321	\$2,119,033	\$1,894,141	\$2,011,421	\$1,398,421
M Premium Cost/(Savings) Over Current	-	\$763,284	\$604,345	\$495,058	\$270,165	\$387,445	(\$225,555)
N % Premium Cost/(Savings) Over Current	-	47.0%	37.2%	30.5%	16.6%	23.9%	-13.9%
O Premium Cost/(Savings) Over Renewal	-	-	-	(\$109,257)	(\$334,180)	(\$216,900)	(\$829,900)
P % Premium Cost/(Savings) Over Renewal	-	-	-	-4.9%	-15.0%	-9.7%	-37.2%
<b>Aggregate Stop Loss</b>							
Q Coverages	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx
R Aggregate Attachment Corridor	125%	125%	125%	125%	125%	125%	125%
S Maximum Aggregate Refund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

**Winnebago County**  
**Stop Loss Financial Analysis**  
\$175,000 Specific Stop Loss Level  
1/1/2020 through 12/31/2020

*Recommended Vendor*

Category	Current Program	Incumbent Renewal Preliminary	Incumbent Renewal Final	Market Alternative #1	Market Alternative #2	Market Alternative #3	Market Alternative #4	
<b>A Carrier</b>	<b>Sun Life</b>	<b>Sun Life</b>	<b>Sun Life</b>	<b>TM HCC</b>	<b>Symetra</b>	<b>Optum</b>	<b>* Voya</b>	
T	Projected Employee Lives	976	976	976	976	976	976	
U	Aggregate Stop Loss Rate - Composite	\$2.00	\$2.10	\$2.10	\$7.48	\$1.97	\$3.68	\$2.51
V	Total Aggregate Stop Loss Premium - Monthly	\$1,952	\$2,050	\$2,050	\$7,300	\$1,923	\$3,592	\$2,450
W	Total Aggregate Stop Loss Premium - Annual	\$23,424	\$24,595	\$24,595	\$87,606	\$23,073	\$43,100	\$29,397
X	Premium Cost/(Savings) Over Current	-	\$1,171	\$1,171	\$64,182	(\$351)	\$19,676	\$5,973
Y	% Premium Cost/(Savings) Over Current	-	5.0%	5.0%	274.0%	-1.5%	84.0%	25.5%
Z	Premium Cost/(Savings) Over Renewal	-	-	-	\$63,011	(\$1,523)	\$18,505	\$4,802
AA	% Premium Cost/(Savings) Over Renewal	-	-	-	256.2%	-6.2%	75.2%	19.5%
AB	Aggregate Claim Factor - Composite	\$1,407.55	\$1,618.68	\$1,407.55	\$1,674.66	\$1,685.47	\$1,365.32	\$1,536.78
AC	Aggregate Annual Attachment Point	\$16,485,226	\$18,957,980	\$16,485,226	\$19,613,607	\$19,740,230	\$15,990,628	\$17,998,767
AD	Minimum Aggregate Annual Attachment Point	\$14,836,703	\$17,062,182	\$14,836,703	\$19,613,607	\$19,740,225	\$15,990,624	\$15,298,952
<b>Total</b>								
AE	Total Stop Loss Premium - Annual	\$1,647,399	\$2,411,855	\$2,252,916	\$2,206,639	\$1,917,213	\$2,054,521	\$1,427,818
AF	Premium Cost/(Savings) Over Current	-	\$764,455	\$605,517	\$559,240	\$269,814	\$407,121	(\$219,582)
AG	% Premium Cost/(Savings) Over Current	-	46.4%	36.8%	33.9%	16.4%	24.7%	-13.3%
AH	Premium Cost/(Savings) Over Renewal	-	-	-	(\$46,277)	(\$335,703)	(\$198,395)	(\$825,098)
AI	% Premium Cost/(Savings) Over Renewal	-	-	-	-2.1%	-14.9%	-8.8%	-36.6%
AJ	Estimated Additional Claim Liability <sup>1</sup>	-	\$0	\$0	\$0	\$0	\$0	\$0
AK	Lasered Claim Liability	\$125,000	\$125,000	\$0	\$0	\$505,000	\$0	\$410,000

**Winnebago County**  
**Stop Loss Financial Analysis**  
\$175,000 Specific Stop Loss Level  
1/1/2020 through 12/31/2020

*Recommended Vendor*

Category	Current Program	Incumbent Renewal Preliminary	Incumbent Renewal Final	Market Alternative #1	Market Alternative #2	Market Alternative #3	Market Alternative #4
A Carrier	Sun Life	Sun Life	Sun Life	TM HCC	Symetra	Optum	* Voya
AL Net Stop Loss Costs (AE + AJ + AK)	\$1,772,399	\$2,536,855	\$2,252,916	\$2,206,639	\$2,422,213	\$2,054,521	\$1,837,818
AM Net Stop Loss (Savings)/Added Cost Over Current	-	\$764,455	\$480,517	\$434,240	\$649,814	\$282,121	\$65,418
AN Net Stop Loss (Savings)/Added Cost Over Renewal	-	-	-	(\$46,277)	\$169,297	(\$198,395)	(\$415,098)

**Historical Net Stop Loss (Savings)/Additional Cost Over Incumbent Renewal<sup>2</sup>**

Time Period	Sun Life	Sun Life	Sun Life	TM HCC	Symetra	Optum	Voya
AO 1/1/2017 through 12/31/2017	-	-	-	(\$46,277)	\$169,297	(\$198,395)	(\$415,098)
AP 1/1/2018 through 12/31/2018	-	-	-	(\$46,277)	\$169,297	(\$198,395)	(\$415,098)

1) The estimated additional claim liability was calculated by taking the actual large claimants for the most recent 12 months and trending them forward to the effective period of the quote. High cost claimant exposure is difficult to predict and can vary significantly by intensity and frequency from year to year.

2) The historical net stop loss savings assume the same number and dollar amount of claimants from that particular time period would occur in the renewal period.

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

Sponsored by: David Fiduccia  
Submitted by: Personnel and Policies Committee

2019 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ARTHUR J.  
GALLAGHER FOR AUTO PHYSICAL DAMAGE COVERAGE**

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**WHEREAS**, the County of Winnebago, Illinois, at its November 14, 2019 Board meeting accepted property, casualty and workers compensation insurance coverage through Arthur J. Gallagher; and,

**WHEREAS**, the renewal for December 1, 2019 through November 30, 2020 did not include a line of coverage for automobile physical damage at that time; and,

**WHEREAS**, Arthur J. Gallagher & Co., who is the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

**WHEREAS**, Arthur J. Gallagher & Co. has proposed a rate to Winnebago County for the auto physical damage coverage from December 1, 2019 thru November 30, 2020 of \$10,251.00.

**WHEREAS**, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois has reviewed the coverage and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the auto physical damage insurance coverage for December 1, 2019 through November 30, 2020 for \$10,251.00.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with Arthur J. Gallagher & Co., 2850 Golf Road, Rolling Meadows, IL 60008, for the auto physical damage insurance coverage.

**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 County Administrator, Director of Human Resources and the County Auditor.

Respectfully Submitted,  
**PERSONNEL AND POLICIES COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVID FIDUCCIA, CHAIRMAN

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DAVID FIDUCCIA, CHAIRMAN

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DAVID BOOMER

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DOROTHY REDD

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JIM WEBSTER

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JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this  
\_\_\_\_\_ day of \_\_\_\_\_ 2019.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

## Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		PROPOSED PROGRAM PROGRAM	
<b>Package</b>	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	-	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$281,030.00
	<b>Estimated Cost</b>		<b>\$279,135.00</b>		<b>\$281,030.00</b>
	Annualized Cost		-		-
	TRIA Premium		Included		Included
<b>Property Excluding Auto Physical Damage</b>	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	-	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$205,490.00
	<b>Estimated Cost</b>		<b>\$169,565.00</b>		<b>\$205,490.00</b>
	Annualized Cost		-		-
	TRIA Premium		Included		Included
<b>Automobile Liability ONLY</b>	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	-	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$102,345.00
	<b>Estimated Cost</b>		<b>\$93,822.00</b>		<b>\$102,345.00</b>
	Annualized Cost		-		-
	TRIA Premium		Included		Included
<b>Automobile Physical Damage</b>	<b>Estimated Cost</b>	Travelers Indemnity Company (The Travelers Companies, Inc.)	Previously included under Property	Travelers Indemnity Company (The Travelers Companies, Inc.)	<b>\$10,251.00</b>
				Coverage applied to vehicles with a cost new of \$100,000 or greater	
<b>Umbrella</b>	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	-	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$185,854.00
	<b>Estimated Cost</b>		<b>\$185,849.00</b>		<b>\$185,854.00</b>
	Annualized Cost		-		-
	TRIA Premium		Included		Included

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		ESTIMATED COST		PROGRAM	
<b>Crime</b>	Premium	Massachusetts Bay Insurance Company (Hanover Insurance Companies)	-	Massachusetts Bay Insurance Company (Hanover Insurance Companies)	\$6,933.00
	<b>Estimated Cost</b>		<b>\$6,933.00</b>		<b>\$6,933.00</b>
	Annualized Cost		-		-
	TRIA Premium		-		-
<b>Professional Liability (Health Department Only)</b>	Premium	Columbia Casualty Company (CNA Insurance Companies)	-	Columbia Casualty Company (CNA Insurance Companies)	\$15,584.00
	<b>Estimated Cost</b>		<b>\$15,070.00</b>		<b>\$15,584.00</b>
	Annualized Cost		-		-
	TRIA Premium		-		-
<b>Cyber Liability</b>	Premium	ACE American Insurance Company (ACE Group)	-	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$27,045
	Taxes		-		\$967.00
	Srchrg & Asmnt		-		-
	Total Fees		-	(at \$5M Limit option)	\$500.00
	<b>Estimated Cost</b>		<b>\$30,985.00</b>		<b>\$28,512.00</b>
	Annualized Cost		-		-
<b>Excess Workers' Compensation</b>	TRIA Premium		Included		\$0.00
	Premium	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	-	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	\$104,049.00
	<b>Estimated Cost</b>		<b>\$101,463.00</b>		<b>\$104,049.00</b>
	Annualized Cost		-		-
	TRIA Premium		Included		Included
<b>Broker Fee - Arthur J. Gallagher &amp; Co.</b>			<b>\$63,750.00</b>		<b>\$65,025.00</b>
<b>Total Estimated Program Cost without Crisis Protect</b>			<b>\$946,572.00</b>		<b>\$1,005,073.00</b>

# **UNFINISHED BUSINESS**

**NEW BUSINESS**