

COMBINED MEETING of the PUBLIC SAFETY COMMITTEE and FINANCE COMMITTEE AGENDA

Called by: Chairman, Aaron Booker
Chairman, Jaime Salgado

Members: Fred Wescott, Mike
Zintak, Paul Arena, Angie Goral, Dan
Fellars, Dorothy Redd, Steve Schultz,
Keith McDonald, John Butitta, Dave
Fiduccia, Joe Hoffman, Burt Gerl

DATE: THURSDAY, NOVEMBER 19, 2020

TIME: IMMEDIATELY FOLLOWING
PERSONNEL AND POLICIES
COMMITTEE

LOCATION: VIRTUAL MEETING – ZOOM
(WINNEBAGO COUNTY YOUTUBE
LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Combined Meeting of the Public Safety Committee and Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Resolution Authorizing the Execution of a First Amendment to Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Justice for Families Grant
- E. Resolution Approving an Updated Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System
- F. Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff
- G. Pending Litigation
- H. Other Matters
- I. Adjournment

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

2020 CR_____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT
TO AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND
REMEDIES RENEWING LIVES FOR THE JUSTICE FOR FAMILIES GRANT**

WHEREAS, Winnebago County currently has an Agreement (“Agreement”) in place with Remedies Renewing Lives (“Remedies”) to provide services as a subcontractor under the Justice for Families Grant (“Grant”) from the Department of Justice/Office on Violence Against Women; and

WHEREAS, the County has received funding to support an additional position for the Grant; and

WHEREAS, the parties desire to amend the Agreement to add the services of an individual employed by Remedies to fulfill the additional position.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Agreement between the County of Winnebago and Remedies Renewing Lives, in substantially the same form as the First Amendment attached hereto as Exhibit A.

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

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

Aaron Booker, Chairman

Fred Wescott

Mike Zintak

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

DISAGREE

Aaron Booker, Chairman

Fred Wescott

Mike Zintak

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS
AND
REMEDIES RENEWING LIVES

This First Amendment is made and entered into this ____ day of _____, 2020, by and between Winnebago County, Illinois (hereinafter the "County") and Remedies Renewing Lives (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into the attached Agreement (hereinafter "Agreement") dated January 23, 2020, for Subcontractor to provide services to County under the Justice For Families grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section provides for funding of those positions; and

WHEREAS, the County has received funding to support an additional position (30 hours or .75FTE) for this Grant; and

WHEREAS, the Parties desire to amend the Agreement to add the services of an individual to fulfill the .75 FTE position employed by Subcontractor, in addition to those already listed in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 2 of the Agreement is modified to add the following:

c) The Remedies Criminal Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours a week. The Criminal Legal Advocate will provide advocacy for survivors seeking an Order of Protection in conjunction with a pending criminal matter related to domestic violence, stalking, or sexual assault within intimate partner relationships. The Criminal Legal Advocate will attend DVAC and advocate meetings as requested.

2. Section 3(a) of the Agreement is modified to add the following:

The County agrees to pay Subcontractor for the salary and fringe benefits of the Criminal Legal Advocate in an amount to not exceed \$34,902.54 beginning on July 1, 2020 to the termination date of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.

4. This First Amendment shall bind and benefit both Parties and any successors or assigns.

5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date indicated above.

WINNEBAGO COUNTY, ILLINOIS

REMEDIES RENEWING LIVES

By: _____

By: _____

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15
JUSTICE FOR FAMILIES GRANT (REMEDIES RENEWING LIVES)

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 24TH DAY OF JANUARY, 2020.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reira Deputy County Clerk



ORIGINAL
AGREEMENT



**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
2020 CR 013**

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR
FAMILIES GRANT**

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the 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 authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE



Aaron Booker, Chairman

Aaron Booker, Chairman

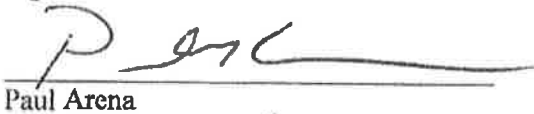
Fred Wescott

Fred Wescott



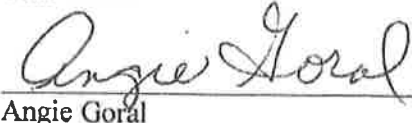
John Butitta

John Butitta



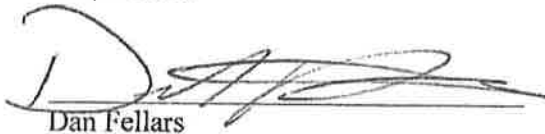
Paul Arena

Paul Arena



Angie Goral

Angie Goral



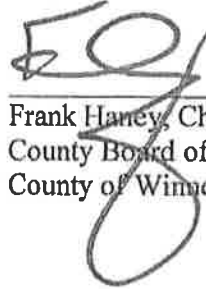
Dan Fellars

Dan Fellars

Dorothy Redd

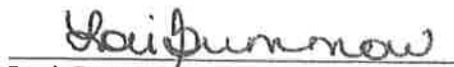
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 23rd day of January, 2020.



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

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND REMEDIES RENEWING LIVES, INC.**

This Agreement is made and entered into this 23rd day of JAN, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2021 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.
2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:
 - a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Legal Advocate will provide advocacy to victims in the DV Civil Court, with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the Domestic Violence Coordinated Courts (DVCC) Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearing held in the DVCC Civil Court. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project and will attend DVAC and advocate meetings as requested.
 - b) Remedies' Vice President of Domestic Violence Services and Grants and Contracts Manager will each participate in DVCC meetings and will serve as consultants for the development of the Family Justice Collaborative. They will assist with the

development of local trainings on victim safety, stalking, and human trafficking. Remedies' Vice President of Domestic Violence Services and the Grants and Contracts Manager will directly supervise all employees working in the DVAC.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Legal Advocate at a yearly rate of \$24,027.18 with a \$200 bonus for year 1 of the project and \$24,504.72 with a \$200 bonus for year 2 of the project, for a total amount not to exceed \$48,531.90 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.45%), Worker's Compensation (2%), Unemployment (2%), Life Insurance, and Retirement (6%), for a total amount not to exceed \$9,358.06 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate not to exceed \$38.45 for year 1 of the project and \$40.37 for year 2 of the project for a total amount not to exceed \$1,891.68 (48 hours) over the term of this Agreement. The County agrees to pay Subcontractor for the services of the Grant and Contract Manager at an hourly rate not to exceed \$30.29 for year 1 of the project and \$31.80 for year 2, for a total amount not to exceed \$745.08 (24 hours) over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$18.00, to not exceed \$432.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$6,095.87 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(c) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(d) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(e) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information 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).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

8. **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 Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any

obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Courts
Attn: Nicole Ticknor
400 W. State Street, Suite 215

Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives, Inc.
Attn: Grants and Contracts Manager
220 Easton Parkway
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **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.


19. **Invalidity.** 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.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By:



REMEDIES RENOVING LIVES, INC

By:





Executive Summary

Date: November 10, 2020
To: Public Safety Committee
Prepared by: Steve Chapman
Subject: Resolution for an Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System

Background:

The Intergovernmental Agreement for the operation and funding of the Winnebago County Emergency Telephone System between the County of Winnebago, City of Rockford and the Winnebago County Emergency Telephone System Board expired at the end of October, 2020. The attached Agreement has been updated by myself and Chief Bergsten to reflect the current operation of the two centers. Much of the language that was historical in nature in the previous Agreement has been deleted. The Agreement has been reviewed and approved by the City of Rockford Legal Staff, Sheriff and the State's Attorney's Office. It will require approval by the City Council which will be in December, 2020.

Budget Impact:

The Agreement requires funding of two call answering positions at the City PSAP using the County's average salary to include benefits. This amounts to \$646,548 which is included in the 2021 County Budget.

Agreement Period:

Term of the Agreement shall be one year from execution and renewed on an annual basis unless either party gives 180 days notice requesting modification of the Agreement. Either party may terminate the Agreement by giving twelve months notice to the other party.

November 24, 2020 Board Meeting

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE and
FINANCE COMMITTEE

SPONSORED BY: AARON BOOKER and JAMIE SALGADO

**RESOLUTION APPROVING AN UPDATED INTERGOVERNMENTAL
AGREEMENT FOR THE OPERATION AND FUNDING OF THE WINNEBAGO
COUNTY EMERGENCY TELEPHONE SYSTEM**

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois (1970) authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Winnebago, Illinois ("County"), is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the City of Rockford, Illinois ("City"), is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, on June 9, 1988, the County created the Winnebago County Emergency Telephone System Board ("ETSB") for the purpose of planning and implementing a 9-1-1 system and administering the funds received from the surcharge (the "Surcharge Funds") on telephone bills imposed under Section 30 of the Emergency Telephone System Act, 50 ILCS 750/30; and

WHEREAS, the County, and the City, presently share police communication services pursuant to an Intergovernmental Agreement dated October 24, 2019 which expired in October 2020; and

WHEREAS, the County, the City, and the ETSB have negotiated and prepared an updated intergovernmental agreement for the operation and funding of the Winnebago County Emergency Telephone System.

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 updated Intergovernmental Agreement with the City of Rockford, Illinois and the Winnebago County Emergency Telephone System Board for the Operation and Funding of the Winnebago County Emergency Telephone System, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution 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 authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

Mike Zintak

Mike Zintak

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

John Butitta

John Butitta

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 _____, 2020.

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 FOR
THE OPERATION AND FUNDING OF THE
WINNEBAGO COUNTY EMERGENCY TELEPHONE SYSTEM

THIS AGREEMENT made this ____ day of _____, 2020 by and between the County of Winnebago, a body politic and corporate, (hereinafter referred to as the "County"), the City of Rockford, a municipal corporation, (hereinafter referred to as the "City"), and, the Winnebago County Emergency Telephone System Board (hereinafter referred to as "ETSB"), and

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois (1970) 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.

WHEREAS, the County, and the City, presently share police communication services pursuant to an Intergovernmental Agreement dated October 24, 2019.

WHEREAS, on June 9, 1988, the County created the ETSB for the purpose of planning and implementing a 9-1-1 system and administering the funds received from the surcharge (the "Surcharge Funds") on telephone bills imposed under Section 30 of the Emergency Telephone System Act, 50 ILCS 750/30; and

WHEREAS, the County having imposed a County-wide surcharge for an Emergency Telephone System, has accepted the responsibility to fund that system on a County-wide basis should Surcharge Funds be insufficient to cover those costs; and

WHEREAS, the ETSB submitted a plan which was approved by the Illinois Commerce Commission establishing one primary public safety answering point (PSAP) for the receipt of 9-1-1 calls and their subsequent dispatch; and

WHEREAS, the Illinois Commerce Commission requires emergency telephone systems to have a primary and back-up PSAP; and

WHEREAS, the ETSB commissioned a study of the 9-1-1 operations and that study recommended the construction of at least one new PSAP and the renovation of the current primary PSAP; and

WHEREAS, the City and the County split the call taking responsibilities; the City receiving and dispatching all 9-1-1 calls originating within the City of Rockford and the County receiving and dispatching all calls originating within Winnebago County but outside of the

City of Rockford; and

WHEREAS, there are two primary PSAPs, one for all emergency calls that originate in the City of Rockford, located at 204 South First Street, Rockford, Illinois, and one for emergency calls that originate outside of the City of Rockford which will be located at 4511 North Main Street, Rockford, Illinois; and

WHEREAS, the City PSAP will be the back-up for the County PSAP and the County PSAP will act as the back-up for the City PSAP; and

WHEREAS, it is recognized by all parties to this agreement that the ETSB used its revenues to build these facilities to equip them for PSAP and dispatch functions only, that any functions only, that any other use is prohibited.

NOW, THEREFORE, the County, the City and the ETSB, agree as follows:

I. SITE DEVELOPMENT

- A. There will be two Primary Public Safety Answering Points for telephone calls made to the Winnebago County Emergency Telephone System by dialing the emergency numbers 9-1-1; one for all calls originating in the City of Rockford shall be in a building owned by the City located at 204 South First Street, Rockford, Illinois, presently used as the primary PSAP and as the administrative headquarters for the Rockford Fire Department (hereinafter referred to as "the City PSAP"), and one for all calls

originating outside the City of Rockford which shall be located in a building located on land owned by the County of Winnebago at 4511 North Main Street, Rockford, Illinois (hereinafter referred to as the "County PSAP"). The City PSAP will be the normal dispatch point for at least City fire and police, and contracted county fire departments. The County PSAP will be the normal dispatch point for at least the Winnebago County Sheriff and other police agencies outside the City of Rockford. Each PSAP will act as the back-up for the other PSAP and is designated to receive overflow 9-1-1 calls that are unable to be answered by the other PSAP.

- B. The City shall own the building housing the City PSAP and the County will own the building housing the County PSAP. All equipment, in each building, related to 9-1-1 call taking and dispatch (CAD, radio console) and paid for with surcharge funds shall be owned by the ETSB.
- C. The ETSB may use Surcharge Funds for costs of construction, leasing and maintenance of buildings attributable directly to the operation of the 9-1-1 emergency telephone system. Therefore, the County and the City agree that the facilities paid for from the Surcharge Fund shall be used in accordance with the provisions of the Emergency Telephone System Act and the regulations of the Illinois Commerce Commission. In the event such facilities cease to be used for emergency telephone system purposes,

the fair market value of the County PSAP and of the renovations to the City PSAP shall be returned by the County or the City to the Surcharge Fund and ETSB.

II. THE CITY PSAP

- A. The City, on behalf of the ETSB, shall be responsible for maintenance of the City PSAP. The City PSAP shall be available to answer all 9-1-1 calls generated in the County of Winnebago within the City of Rockford.
- B. The ETSB shall authorize funds from the Surcharge Fund to equip the City PSAP with the same equipment for receiving 9-1-1 emergency calls as it equips the County PSAP.

III. THE COUNTY PSAP

- A. The County, on behalf of the ETSB, shall be responsible for maintenance of the County PSAP. The County PSAP shall be available to answer all 9-1-1 calls generated in the County of Winnebago, outside of the City of Rockford.
- B. The ETSB shall authorize funds from the Surcharge Funds, to equip the County PSAP with the same equipment for answering 9-1-1 emergency calls as it equips the City PSAP.

IV. ADMINISTRATION

- A. The County, through the ETSB, shall have primary responsibility for

furnishing 9-1-1 emergency telephone services to Winnebago County pursuant to the plan reviewed and approved by the Illinois Commerce Commission. However, in order to best coordinate the 9-1-1 services and provide call answering and dispatch services to all public safety agencies participating in the plan, the County, City and the ETSB agree that the Administration of the County and City PSAPs shall be as stated below.

- B. The City shall have administrative responsibility for the 9-1-1 emergency telephone answering at the City PSAP, and the County shall have administrative responsibility for the 9-1-1 emergency telephone answering at the County PSAP, which shall include, but not be limited to, interface between the PSAP and other public safety communication agencies with response to receipt and transfer of 9-1-1 emergency calls, relations with the public safety agencies in Winnebago County served by the County PSAP, maintenance of the City PSAP, and relations with the land line telephone companies and wireless communication companies, the Illinois Commerce Commission, the ETSB, the City Council, and the Winnebago County Board. An operating budget, to be satisfied from the Surcharge Funds, shall be prepared, approved by the ETSB and submitted to the County Board for its approval.

1. The City, County, and ETSB shall be responsible for the

development of operating policies to the extent that they are related to 9-1-1 emergency telephone issues for both PSAPs.

The City shall be responsible for all other operational policies as they relate to the City PSAP.

2. The City shall be responsible for all of the training responsibilities at both PSAPs, to the extent they are related to the 9-1-1 emergency telephone issues. The City and County shall be responsible for all other training as necessary at their respective PSAPs.

3. The City shall be responsible for maintaining the Master Street Address Guide for the Winnebago County Emergency Telephone System.

V. **FUNDING**

The County, City and the ETSB agree that the primary source of funding for the building construction and improvements, and the initial purchase, installation and operation of the equipment at both the City PSAP and the County PSAP shall be the Emergency Telephone System Fund. This fund is established in accordance with Section 30 of the Act, 50 ILCS 750/30 and expenditures must be approved by the ETSB. The cost of the installation, operation and maintenance of the PSAP 9-1-1 telephone equipment shall have priority over any other costs which are eligible for reimbursement under the

provisions of Section 35 of the Emergency Telephone System Act, 50 ILCS 750/35. Thereafter, the operational expenses of each PSAP directly related to 911 operations shall be satisfied from the Surcharge Funds. In the event that the ETSB determines that sufficient Surcharge Funds are available for personnel expenses, disbursements from the Fund will be made to the County or City as provided below.

- A. The ETSB is responsible for the administration of the Surcharge Budget with final approval of the budget by the County.

The cost of any present personnel of the Rockford Fire Department who are assigned to be telephone answerers or dispatchers at the primary PSAP shall be borne exclusively by the City.

- C. The City and County shall be responsible for their respective personnel expenses with the following exceptions:

1. The 50% of the cost of the 9-1-1 Communications Manager, at each PSAP, shall be paid from the Surcharge Fund.
2. The cost of the MSAG Coordinator (1) shall be paid from the Surcharge Fund.
3. The cost of the Training Supervisor shall be paid 50% by the Surcharge Fund for the purposes of 9-1-1 related training.

4. The County shall fund two (2) call answering positions at the City PSAP using the County's average salary, to include benefits, per year with each position requiring 4.6 employees per shift for 24-hour coverage. This staffing level and rate shall be subject to annual review. The total is \$646,548.40, based on an average salary of \$70,277.
5. The cost of the 911 Business Manager shall be paid from the Surcharge Fund.

VI. **CLAIMS**

In the event of a claim, loss, or damage to persons or property arising out of the activities of the parties, their agents, employees or contractors pursuant to this Agreement, the parties shall confer on the proper conduct of the defense or settlement of such claim. Any costs of defense of a claim, settlement of a claim mutually agreed to by the parties, or judgment entered against either or both parties as a result of a claim shall be shared equally by the parties.

VII. **OBLIGATIONS OF THE CITY AND COUNTY**

The County and City shall each take appropriate action, by adoption and passage of the requisite resolutions and ordinances or otherwise to fully implement each and all provisions of this Agreement.

VIII. **TERM, MODIFICATION AND TERMINATION**

The term of this agreement shall be one year from the date of execution by the parties. It shall be renewed on an annual basis unless either party gives one hundred eight days (180) notice to the other party requesting modification of the agreement. Either party may terminate this Agreement by giving twelve months written notice to the other party.

IX. **ETSB**

The parties hereto agree to seek the approval of the ETSB as to the terms of this agreement. The County hereby further agrees during the term of this agreement or any extensions hereof, to consult with the City prior to any modification of the composition or authority of the ETSB Board, as set forth in Winnebago County Board Ordinance Chapter 30 Section 61 *et seq.*, in effect on the date of approval of this agreement by the Winnebago County Board.

X. **REPEALER**

All resolutions or ordinances or parts of resolutions or ordinances of the parties in conflict herewith shall be and the same are hereby repealed.

XI. **SEVERABILITY**

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.

COUNTY OF WINNEBAGO

By: _____
Frank Haney, Chairman of
the County Board

Attested this ____ day of _____, 2020:

By: _____
Clerk of Winnebago County Board

CITY OF ROCKFORD, A Municipal
Corporation

By: _____
Thomas McNamara, Mayor of
the City of Rockford

Attested this ____ day of _____, 2020:

By: _____
Nicholas O. Meyer, Legal Director

WINNEBAGO EMERGENCY
TELEPHONE SYSTEM BOARD

By: _____
Derek Bergsten

Chairman

Attested this ____ day of _____, 2020:

By: _____
Notary Public

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

SUBMITTED BY: PUBLIC SAFETY COMMITTEE AND FINANCE COMMITTEE

20-CR

RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL REPRESENTING DEPUTIES IN THE OFFICE OF THE WINNEBAGO COUNTY
SHERIFF

WHEREAS, the County of Winnebago and the Winnebago County Sheriff have a collective bargaining agreement with Illinois Fraternal Order of Police Labor Council which represents the Deputies in the office of the Winnebago County Sheriff; and,

WHEREAS, the previous collective bargaining agreement with Illinois Fraternal Order of Police Labor Council expired on September 30, 2019; and,

WHEREAS, Illinois Fraternal Order of Police Labor Council and the representatives of the County and of the Sheriff have been bargaining a successor collective bargaining agreement to replace the expired agreement; and,

WHEREAS, Illinois Fraternal Order of Police Labor Council and the bargaining team for the County and the Sheriff have tentatively agreed to a successor collective bargaining agreement subject to the approval of the County Board; and,

WHEREAS, the Public Safety Committee and Finance Committee of the County Board for the County of Winnebago, Illinois, have reviewed the terms of the proposed collective bargaining agreement; and

WHEREAS, the Public Safety Committee and Finance Committee recommend that the full County Board accept and approve the terms of the collective bargaining agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff as summarized in the attachment to this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff be approved and that the Chairman of the County Board of Winnebago County and the Winnebago County Sheriff execute any documents necessary for implementation of said collective bargaining agreement.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare

and deliver certified copies of this Resolution to the Winnebago County Administrator, the Winnebago County Sheriff and the Illinois Fraternal Order of Police Labor Council.

Respectfully Submitted,
PUBLIC SAFETY
COMMITTEE

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Fred Wescott

Fred Wescott

Mike Zintak

Mike Zintak

Paul Arena

Paul Arena

Angie Goral

Angie Goral

Dan Fellars

Dan Fellars

Dorothy Redd

Dorothy Redd

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

Steve Schultz

Keith McDonald

John Butitta

Dave Fiduccia

Joe Hoffman

Burt Gerl

DISAGREE

Jaime Salgado, Chairman

Steve Schultz

Keith McDonald

John Butitta

Dave Fiduccia

Joe Hoffman

Burt Gerl

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2020.

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

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Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

December 11, 2019

Delete Section 2.3, Fair Share, in its entirety and modify Section 2.2, Dues Checkoff, as follows:

The Employer will deduct from each employee's paycheck once a pay period one-half (1/2) the uniform, regular monthly Union dues from each employee in the bargaining unit who has filed with the Employer a voluntary effective check-off authorization in the form set forth in Appendix A. Such dues shall be forwarded to the Union at an address designated by the Union. During those calendar months that an employee receives three (3) paychecks, dues deductions shall not be made from the second paycheck. The Employer shall submit to the Union with each payment of Union dues a list of the members covered by this Agreement from whom dues deductions have been made, a list of those who are not members of the Union, and an affidavit which specifies the amount of the Union dues which have been deducted.

A Union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer's burden of administering this provision.

If the employee has no earnings for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly dues twice each year during the life of this Agreement. The Union will give the Employer thirty (30) days written notice of any such change in the amount of uniform dues to be deducted.

Bargaining unit employees who object to membership based upon bona fide religious tenets or teachings shall pay an amount equal to the amount of Union dues to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable contributions established by the Illinois State Labor Relations Board, and the payment shall be made to said organization.

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Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

December 11, 2019

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ARTICLE 12.9 PERSONAL LEAVE DAYS

Each full-time employee shall be entitled to one personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1st of each year. This personal leave day cannot be carried over from year to year.

TA
DJK
12/11/19

Each employee may earn a maximum of an additional two (2) personal leave days based on accrued sick days. One personal day may be earned for each twelve (12) sick days accrued as of the employee's anniversary date up to a maximum of two days for twenty-four (24) sick days accrued. These additional personal days will be earned for sick days accrued as of the first day of the month in which the employee's anniversary date falls. These personal days may not be carried from year to year. In no case will an employee be entitled to "cash out" the personal leave day or in any way to convert the day to money for the employee.

An employee will be compensated for personal leave days the same number of hours that the employee would have been compensated had the employee worked his or her normally scheduled hours.

Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

March 3, 2020

SECTION 6.9 TRAINING TIME

Each employee will be required to attend up to 40 hours of training per year. For each employee working the 12 your shift, the Employer agrees to pay the first 24 hours (three training days) at straight time. The two remaining training days (up to 16 hours) will be paid at straight time or the officer will be scheduled to attend during their normal working hours. This provision will apply to no more than 5 individual days. This is to address platoon training days which are scheduled during an employee's normal day off.

Upon completion of the shift bidding process as provided in Section 6.3(b) and prior to December 31st, the employer will establish a minimum of 24 hours (three training days) of the annual retraining scheduling for the following year. Employees will be able to select the dates they choose to attend each of the annual retraining dates according to seniority and available space for that respective training session. Once all requests are submitted and the annual retraining schedule is complete, it will be posted by the employer. The annual retaining dates are mandatory and employees must attend on their scheduled dates. If exigent circumstances exist and the employee is unable to attend during their scheduled time, the employee shall attend during a different week determined by the employer.

Time spent by an employee in training shall be compensated in accordance with Section 6.5. Employees shall be compensated for a minimum of four (4) hours or actual time spent in training, whichever is greater.

Every employee will be required to attend an annual retraining session, which is 24 training hours. For the annual retraining session, the Employer(s) reserves the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4. For employees working 12-hour shifts, the annual retraining sessions will take place on the Tuesday-Wednesday-Thursday of their selected 24-hour work week. Therefore, instead of working the Wednesday-Thursday 12-hours shifts, their schedules will be adjusted so that they attend training Tuesday-Wednesday-Thursday for eight (8) hours each day. All other employees will attend the annual retraining session as a part of their normal work week (attend training Tuesday-Wednesday-Thursday instead of their normal duties during those days on the selected week).

Any training time above and beyond the 24-hour annual retraining session that occurs outside of an employee's normal shift schedule will be paid in accordance with Section 6.5. For training sessions associated with specialty units (i.s. SWAT Team) in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

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Upon completion of the shift bidding process as provided in Section 6.3(b), the Employer(s) will establish the annual retraining schedule for the following year. Employees will be able to select the week they desire to attend the annual retraining session, according to seniority and available space in that respective week's training session. Due to scheduling adjustments and minimum staffing requirements, the Employer(s) can only allow a certain number of employees away from their regular shift assignments at any given time. Once all requests are submitted and the annual retraining schedule is complete, it will be posted by the Employer(s). The annual retraining session is mandatory and employees must attend on their scheduled time. If exigent circumstances arise and the employee is unable to attend during their scheduled time, the employee shall notify the Employer(s) immediately and the Employer(s) will reassign the employee to a different week.

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The Employer(s) shall not adjust an employee's regular shift schedule in order to avoid overtime consequences as a result of an employee's attendance at a training session of two (2) days or less in duration. For training sessions in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

March 3, 2020

SECTION 13.9 FAMILY AND MEDICAL LEAVE ACT

- Handwritten notes on the left margin:
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AC 3-3-20
AC 3/3/2020
CAL 3/3/20
- (a) Employees covered under the provision of the Federal Family and Medical Leave Act may be eligible for up to twelve (12) weeks unpaid leave during a twelve (12) month period in the event of a birth, adoption or foster of a child, or a serious health condition of an employee or immediate family member (as defined by the Act) or up to twenty-six (26) weeks of unpaid leave during a twelve (12) month period under the Injured Service Member Act of 2007 ~~requiring inpatient care or continuing treatment by a health care provider.~~
- (b) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the leave is taken and continuous with each additional leave day taken.
- (c) An employee must give the Employer(s) at least thirty (30) days notice, if practicable, before taking such leave, but in any event, notice shall be given within forty-eight (48) hours of when the need for the leaves become known.
- (d) Before going on unpaid leave status under the provisions of this Section for a serious health condition of the employee, the employee shall be required to use any accrued vacation or sick leave during the leave granted. Before going on unpaid leave status under the provisions of this Section for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused vacation time. Before going on unpaid leave status under this Section for the serious health condition of a family member ~~requiring inpatient care or continuous treatment~~, an employee is required to use all accrued unused vacation time.
- (e) Any paid or unpaid leave taken by an employee other than under the provisions of this Section that would otherwise qualify for unpaid leave under this Section shall be attributed to the twelve (12) week period under this Section.
- (f) In the event an employee does not return to employment after taking leave under this Section, the Employer(s) may recapture the cost of any health insurance premiums paid by the Employer(s) for the employee's benefit during the leave.

Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

March 3, 2020

SECTION 12.1

SICK LEAVE

Sick leave is absence with pay due to incapacitating illness, injury or pregnancy. The Employer(s) shall allow sick leave to employees in accordance with Section 12.2 ~~only when they are sick or disabled~~. The Employer(s) may request, prior to payment for sick leave, evidence which may be in the form of written medical certification of use of sick leave if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive work days.

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Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT

March 3, 2020

SECTION 12.2

ALLOWANCE

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this Article. Employees may utilize the equivalent of one-half of the sick time earned by the employee during any calendar year in the event of an illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

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Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENT
October 26, 2020

SECTION 10.1 LAYOFF

DK
PJT
If it is determined that layoffs are necessary, due to a bona fide lack of work or lack of funds, all part-time employees and reserve deputies shall be laid off before any full-time bargaining unit employees are laid off. Thereafter, such layoffs of full-time bargaining unit employees shall be made in inverse order of seniority, with the least senior employee being the first laid off, and the most senior employee being the first recalled to duty.

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JB 11/9/20

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OK 11-9-20

SECTION 13.10 ADMINISTRATIVE LEAVE FOR CRITICAL INCIDENTS [NEW]

DK
PJT
Any bargaining unit employee who causes great bodily harm or death to a person or persons during the performance of his or her official duties or in the line of duty shall be placed on paid administrative leave for at least 72 hours after the incident. Said employee must be available at any time during that 72 hours to provide a statement or interview as requested by the employer regarding the incident.

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JB 11/9/20

11/9/20

OK 11-9-20

SECTION 15.7 OFFICER-INVOLVED SHOOTINGS [NEW]

DK
PJT
When a bargaining unit member discharges his or her firearm, causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty, the employee shall be required to submit to a urine and/or blood test. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting, but no later than the

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OK 11-9-20

end of the involved officer's shift or tour of duty. Test results shall only be disclosed to the Command Staff of the Sheriff's Department, the Human Resources Director and County Administrator or appropriate law enforcement investigating authorities, unless pursuant to a court order or unless the officer in his or her discretion consents to further disclosure.

SECTION 19.3 COSTS FOR FULL-TIME EMPLOYEES

[INSURANCE]

AK
PJT

The employee shall pay for the cost of health and dental coverage according to the following schedule, the remainder shall be paid by the Employer:

Employee Annual Costs

~~Effective 10/1/16 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of thirteen hundred and fifty dollars (\$1,350) annually for single coverage and thirty five hundred dollars (\$3,500) annually for family coverage.~~

~~Effective 1/1/17 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of thirteen hundred and fifty dollars (\$1,350) annually for single coverage and thirty five hundred dollars (\$3,500) annually for family coverage.~~

~~Effective 1/1/18 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars (\$1,700) annually for single coverage and four thousand three hundred seventy five dollars (\$4,375) annually for family coverage.~~

Effective 10/1/19 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars

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(\$1,700) annually for single coverage and four thousand three hundred seventy-five dollars (\$4,375) annually for family coverage.

Effective 1/1/21 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand eight hundred dollars (\$1,800) annually for single coverage and four thousand four hundred fifty dollars (\$4,450) annually for family coverage.

Effective 1/1/22 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand nine hundred dollars (\$1,900) annually for single coverage and four thousand five hundred dollars (\$4,500) annually for family coverage.

Employees who elect to participate in the Employee Wellness Program in 2019~~20~~ and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in 2019~~20~~. Employees who elect to participate in the Employee Wellness Program in 2019~~20~~, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, 2019~~20~~, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in 2021 and 2022.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

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Any employee that elects either individual or dependent health and dental insurance coverage shall enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s); provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her Social Security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

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Deductibles, out of pockets and co-pays for medical services other than prescription drugs shall be as follows throughout this Agreement:

FOR PPO PLANS:

Effective 10/1/16

For Single coverage: \$600
For Dependent coverage: \$600 per person with a
Maximum of \$1200 per family
Maximum Out-of-Pocket: \$1100 Single Coverage
\$3300 Family Coverage

Effective 1/1/18

For Single coverage: \$700
For Dependent coverage: \$ 700 per person with a
Maximum of \$1400 per family
Maximum Out-of-Pocket: \$1250 Single Coverage
\$3350 Family Coverage

Effective 10/1/19 through 12/31/20

For Single coverage: \$700
For Dependent coverage: \$700 per person with a
Maximum of \$1400 per family
Maximum Out-of-Pocket: \$1250 Single Coverage

\$3350 Family Coverage

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This option shall merge with the POS (co-payment plan) effective January 1, 2021.

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FOR CO-PAYMENT PLANS

HMO PLANS:

Effective 10/1/16

Deductible: _____ \$0

Co-Payments:

Primary Care Visit _____ \$20

Specialist Care Visit _____ \$25

Maximum Out-of-Pocket: _____ \$1650 Single Coverage
\$3300 Family Coverage

POS (CO-PAYMENT) PLANS:

Effective 1/1/18

For Single coverage: _____ \$250

For Dependent coverage: _____ \$250 per person with a
Maximum of \$500 per family

Co-Payments:

Primary Care Visit _____ \$20

Specialist Care Visit _____ \$25

Maximum Out-of-Pocket: _____ \$1650 Single Coverage
\$3300 Family Coverage

Effective 10/1/19 through 12/31/20

For Single coverage: _____ \$250

For Dependent coverage: _____ \$250 per person with a
Maximum of \$500 per family

Co-Payments:

Primary Care Visit _____ \$20

Specialist Care Visit _____ \$25

Maximum Out-of-Pocket: _____ \$1650 Single Coverage

\$3300 Family Coverage

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Effective 1/1/21

For Single coverage:

\$500

For Dependent coverage:

\$500 per person with a
Maximum of \$1000 per family

Co-Payments:

Primary Care Visit

\$20

Specialist Care Visit

\$25

Maximum Out-of-Pocket:

\$1000 Single Coverage
\$3000 Family Coverage

Effective 1/1/22

For Single coverage:

\$750

For Dependent coverage:

\$750 per person with a
Maximum of \$1500 per family

Co-Payments:

Primary Care Visit

\$20

Specialist Care Visit

\$25

Maximum Out-of-Pocket:

\$1250 Single Coverage
\$3350 Family Coverage

DENTAL BENEFITS

Effective 1/1/16 thru 12/31/17

Deductible for single coverage: ————— \$25

Deductible for family coverage: ————— \$75

Maximum benefits per calendar year: \$1200

Effective 1/1/18

Deductible for single coverage: ————— \$50

Deductible for family coverage: ————— \$150

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Maximum benefits per calendar year: \$2000

Effective 10/1/19

Deductible for single coverage: \$50

Deductible for family coverage: \$150

Maximum benefits per calendar year: \$2000

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PRESCRIPTION DRUGS

Effective 10/1/16

Generic drugs: \$17 or best daily price

Non-formulary & formulary drugs: \$21 plus 20%

Wellness non-formulary & formulary drugs: \$17 plus 20%

Maximum Out-of-Pocket: \$2000 Single Coverage
\$4000 Family Coverage

Effective 1/1/17

Generic drugs: \$17 or best daily price

Non-formulary & formulary drugs: \$21 plus 20%

Wellness non-formulary & formulary drugs: \$17 plus 20%

Maximum Out-of-Pocket: \$2000 Single Coverage
\$4000 Family Coverage

Effective 1/1/18

Generic drugs: \$17 or best daily price

Preferred brand drugs: \$21 plus 20%

Non-preferred brand drugs: \$23 plus 30%

Maximum Out-of-Pocket: \$2000 Single Coverage
\$4000 Family Coverage

Effective 10/1/19

Generic drugs:	\$17 or best daily price
Preferred brand drugs:	\$21 plus 20%
Non-preferred brand drugs:	\$23 plus 30%
Maximum Out-of-Pocket:	\$2250 Single Coverage \$4500 Family Coverage

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Mail order prescriptions will be available in 90 day increments. The co-pay for the mail order prescriptions will be two (2) times the cost of the co-pay for each category of the medications as outlined above. Employees will also have the option of picking up 90 day supplies of prescription drugs at a local pharmacy selected by the Employer at a cost of three (3) times the cost of the co-pay for each category of the medications as outlined above. The maximum out-of-pocket per calendar year are over and above the co-pays for prescription drugs per employee or dependent.

SECTION 19.4 POINT OF SERVICE (CO-PAYMENT) PLAN

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~~From 10/1/16 to 12/31/17, in accordance with the provisions of federal law and regulations thereunder, if applicable, the Employer(s) shall make available the option of membership in a qualified health maintenance organization to employees and their eligible dependents who reside in the service areas of qualified HMO's. Effective 1/1/18, the Employer(s) shall make available the option of a Point of Service (co-payment) plan to employees and their eligible dependents.~~

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The Employer(s) shall make information concerning these plans available to each employee and establish an enrollment period at least once each year.

Employee annual costs are those set forth in section 19.3 for health and dental coverage.

SECTION 19.6 NO SMOKING PREMIUM REDUCTION

DJK
PJT

Any employee who signs a written agreement not to smoke during the term of his/her employment with the Employer(s) shall receive a five percent (5%) reduction in the cost of the applicable health and dental insurance premium paid by that employee. This benefit shall terminate on December 31, 2018, if and when the Wellness Program is implemented.

SECTION 19.7 HEALTH RISK APPRAISAL PROGRAM EMPLOYEE WELLNESS PROGRAM

DJK
PJT

During the term of this Agreement, an employee may, at his or her option, elect to participate in the Health Risk Appraisal Program for employees while it is administered by the County Wellness Center. An employee's participation in such Health Risk Appraisal Program shall be without cost to the individual employee. The Employer will offer an Employee Wellness Program, in accordance with applicable laws and regulations.

SECTION 17.1 WAGE SCHEDULE

DJK
PJT

Effective October 1, ~~2016~~2019, all employees shall receive a ~~2.5%~~2.25% increase in their regular hourly rate of pay.

Effective October 1, ~~2017~~2020, all employees shall receive a ~~2%~~2.25% increase in their regular hourly rate of pay.

Effective October 1, ~~2018~~2021, all employees shall receive a ~~2%~~2.25% increase in their regular hourly rate of pay.

The employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix B.

EMPLOYER WILL WITHDRAW THE FOLLOWING PROPOSALS:

DK
PJT
SECTION 11.4 VACATION SCHEDULING
SECTION 17.3 PARKING ALLOWANCE
SECTION 18.1 QUARTERMASTER SYSTEM
SECTION 19.4 COORDINATION OF BENEFITS

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UNION WILL WITHDRAW THE FOLLOWING PROPOSALS:

SECTION 6.3/6.4 SHIFT ASSIGNMENTS
SECTION 6.18 HAZARDOUS DUTY PAY
SECTION 6.19 PAY PREMIUMS