

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
JANUARY 25, 2022
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. ARPA funds to be used for Balloons over 66 for 3 years up to 50,000.00.**
- 5. Ordinance Increasing the Gaming Terminal Fees**
- 6. Ordinance to adjust IEPA Loan amount for Union Street/Pump Station Project**
- 7. Quote from Beck Tech for Cameras and Server for the Lincoln Police Station.**
- 8. Agreement for Vehicle Towing Services for the Lincoln/Logan County Illinois**
- 9. Discussion of City owned Kickapoo Street Garage and Lot.**
- 10. Announcements:**
- 11. Possible Executive Session**
- 12. Adjournment**
- 13. Upcoming Meetings:** City Council: Monday, February 7, 2022 at 7:00 PM
Committee of the Whole Wednesday, February 15, 2022 at 7:00 PM

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE GAMING TERMINAL FEES

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2022, WITNESSETH:

WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logan County, Illinois; and

WHEREAS, the CITY OF LINCOLN acknowledges that the Governor has signed HB 3161 into law on December 17, 2021 thereby making it P.A.102-0689 allowing non home rule municipalities to increase gaming terminal fees up to \$250.00; and

WHEREAS, the CITY OF LINCOLN believes it would be in the best interests of the constituents of Lincoln if 3-3-2(C) of the Lincoln City Code should be amended to increase the terminal fee from \$25.00 to \$250.00; and

WHEREAS, the CITY OF LINCOLN further acknowledges this request to amend 3-3-2(C) comes before the City Council as a request and recommendation of the Liquor Commission of the City of Lincoln; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. The City of Lincoln will amend Title III Chapter 3 Part 2 of the Lincoln City Code increasing the terminal fee for gaming machines from \$25.00 to \$250.00 (See below Exhibit).
2. Effective Date. That this Ordinance is effective immediately upon passage of the same.

The vote on the adoption of this Ordinance was as follows:

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderman Bateman	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Zurkammer	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2022.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____(SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

§ 3-3-2 License Required.

[Ord. 2012-759, 12-3-2012]

No person shall engage in the business of a "proprietor" as herein defined within the City without first having obtained a license therefor from the City for which the following license fee shall be charged:

- (A) Each video amusement device: \$100 per year.
- (B) Each mechanical amusement device: \$50 per year.
- (C) Each video gaming terminal: ~~\$25~~ \$250 per year.



Barbeck Communications
 645 S. Franklin St.
 Decatur, IL 62521
 Phone: 217-428-7000
 Fax:

QUOTATION
123001340

Bill To:
 Lincoln Police Dept.
 Paul Adams
 710 5th Street
 Lincoln, IL 62656-2416

Ship To:
 Lincoln Police Dept.
 Paul Adams
 710 5th Street
 Lincoln, IL 62656-2416

Contact: Matt Vlahovich
Contact #: 217-737-7875
Email: mvlahovich@lincolnil.gov

Date: 01/03/2022	Customer Rep: Eric Smith	Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended

DUE TO COVID 19 RESTRICTIONS CAUSING SO MUCH MARKET VOLATILITY, CERTAIN ELECTRONIC EQUIPMENT MAY HAVE SIGNIFICANT SHIPMENT DELAYS OR MAY BE UNAVAILABLE WITHOUT ANY INFORMATION ABOUT FUTURE AVAILABILITY. BECK TECH WILL DO EVERYTHING POSSIBLE TO EXPEDITE ANY AND ALL PRODUCTS/SERVICES. HOWEVER, WITH MULTIPLE VENDORS/MANUFACTURER'S HAVING SIMILAR DELAYS, MUCH OF THIS IS OUT OF OUR CONTROL. WE ARE ADVISING ALL ALL CUSTOMERS TO PLACE THEIR ORDERS IMMEDIATELY TO HELP ENSURE THAT THEIR PRICES ARE LOCKED IN AND DELIVERY OF EQUIPMENT CAN BE GUARANTEED TO BE HERE ON TIME. DUE TO THIS EXTREME MARKET VOLATILITY WE CAN NO LONGER HOLD PRICING ON QUOTATIONS. BEFORE WE FINALIZE ANY QUOTATION WE WILL DO A MARKET CHECK TO INSURE AVAILABILITY AND FINAL PRICING. WE APPRECIATE YOUR UNDERSTANDING DURING THESE DIFFICULT TIMES.

Qty	Description	Unit Price	Extended
1	Avigilon AI NVR Premium 96TB	33,895.00	33,895.00
5	2MP H5A Outdoor IR Dome Camera with 3.3-	945.00	4,725.00
5	3.5mm audio-video I/O jack	16.32	81.60
31	Avigilon ACC 7 Enterprise Cam Lic	275.00	8,525.00
1	4Hr Mission Critical Upgrade for AI NVR Premium	3,700.00	3,700.00
1	Avigilon 3mp Video Intercom	1,135.00	1,135.00
1	Avigilon Safety Relay for Video Intercom	109.20	109.20
1	Avigilon Surface Mt for Video Intercom	204.75	204.75
5	ACC7 Video Analytics channel	305.00	1,525.00
1	Misc. Hardware Misc cable, hardware needed.	200.00	200.00
1	ORDER ASSEMBLY, OPTIMIZATION Shipping and handling	300.00	300.00
1	Installation Camera system Installation includes: Staging server, 5 cameras and 1 Video Intercom in shop before onsite installation. This includes setting up recording parameters, ip address scheme, license system Rack mount server inside of existing racks Swap out 5 cameras in the interview rooms and connect with existing microphone system Test audio/video in those rooms to make sure everything is recording	8,000.00	8,000.00



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correctly
 Run 1 new CAT5e for front door video intercom
 Mount Video Intercom- connect with lock in door
 Integrate the other 25 cameras into the Avigilon Server
 Set up rules and analytics 5 existing cameras that will get the VAC license
 Download ACC 7 on computers at PD and at 911
 Training for staff.

Lincoln PD responsible for the following:
 Providing all power/ PoE for camera system/ cameras
 All racking
 All video monitors and equipment to connect to video monitors (this includes any PC's, encoders, etc).
 Any existing cameras- as long as ONVIF compliant can integrate them into the system.
 Any camera swap changes outside of the interview rooms
 Any extra equipment or licensing that might be needed that is not quoted.



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Contact: Matt Vlahovich
Contact #: 217-737-7875
Email: mvlahovich@lincoln.il.gov

Date: 01/03/2022		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended		

Costs for Premium wages are not included in this proposal. Beck Tech's standard working hours are 8am to 5pm, Monday through Friday excluding holidays. Use of this quotation is based upon the understanding that Beck Tech, a Barbeck Company has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions vary significantly from our assumptions made at the time of the quotation, then a fair adjustment to the price is expected.

Subtotal : \$62,400.55
Applicable taxes are not included

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or information supplied by customer.
- Inability to start or have reasonable uninterrupted access for Beck Tech until work is completed.
- Reasonable prompt resolution of any questions that may arise in the course of the work, including necessary approvals by the customer or its agents.
- Terms are AS STATED ON THE INVOICE and late charges will be assessed for invoices paid outside of terms.

Thank you for the opportunity to offer this estimate. Please contact us at our main office if you have questions at 217-428-7000.

Signature: _____

PO Number: _____

Date: _____



Barbeck Communications
645 S. Franklin St.
Decatur, IL 62521
Phone: 217-428-7000
Fax:

QUOTATION 123001317

Bill To:
Lincoln Police Dept.
Paul Adams
710 5th Street
Lincoln, IL 62656-2416

Ship To:
Lincoln Police Dept.
Paul Adams
710 5th Street
Lincoln, IL 62656-2416

Contact: Matt Vlahovich
Contact #: 217-737-7875
Email: mvlahovich@lincoln.il.gov

Date: 12/14/2021	Customer Rep: Eric Smith	Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended

DUE TO COVID 19 RESTRICTIONS CAUSING SO MUCH MARKET VOLATILITY, CERTAIN ELECTRONIC EQUIPMENT MAY HAVE SIGNIFICANT SHIPMENT DELAYS OR MAY BE UNAVAILABLE WITHOUT ANY INFORMATION ABOUT FUTURE AVAILABILITY. BECK TECH WILL DO EVERYTHING POSSIBLE TO EXPEDITE ANY AND ALL PRODUCTS/SERVICES. HOWEVER, WITH MULTIPLE VENDORS/MANUFACTURER'S HAVING SIMILAR DELAYS, MUCH OF THIS IS OUT OF OUR CONTROL. WE ARE ADVISING ALL ALL CUSTOMERS TO PLACE THEIR ORDERS IMMEDIATELY TO HELP ENSURE THAT THEIR PRICES ARE LOCKED IN AND DELIVERY OF EQUIPMENT CAN BE GUARANTEED TO BE HERE ON TIME. DUE TO THIS EXTREME MARKET VOLATILITY WE CAN NO LONGER HOLD PRICING ON QUOTATIONS. BEFORE WE FINALIZE ANY QUOTATION WE WILL DO A MARKET CHECK TO INSURE AVAILABILITY AND FINAL PRICING. WE APPRECIATE YOUR UNDERSTANDING DURING THESE DIFFICULT TIMES.

1	Avigilon Acc. Cntrl Mngr Enterprise ACM	3,739.00	3,739.00
1	ORDER ASSEMBLY, OPTIMIZATION Shipping and Handling	150.00	150.00
1	Installation Camera system Installation includes: Programming of new ACM Server in the shop (Set up door schedules, licensing, card numbers, pictures, etc). Install server onsite in existing racks Re-flash existing Mercury Boards Reprogram HID readers into the software Set up user profiles Integrate ACM with ACC7 Camera software Training for Staff.	5,000.00	5,000.00

BECK TECH will use existing access control controller boards, HiD readers, fobs/ cards. If an unforeseen part needs to be purchased during installation, Beck Tech will work with Lincoln PD on a change order.



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Subtotal : \$8,889.00
Applicable taxes are not included

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or information supplied by customer.
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Signature: _____

PO Number: _____

Date: _____



Barbeck Communications
 645 S. Franklin St.
 Decatur, IL 62521
 Phone: 217-428-7000
 Fax:

QUOTATION
123001351

Bill To:
 Lincoln Police Dept.
 Paul Adams
 710 5th Street
 Lincoln, IL 62656-2416

Ship To:
 Lincoln Police Dept.
 Paul Adams
 710 5th Street
 Lincoln, IL 62656-2416

Contact: Matt Vlahovich
Contact #: 217-737-7875
Email: mvlahovich@lincoln.il.gov

Date: 01/11/2022		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended		

DUE TO COVID 19 RESTRICTIONS CAUSING SO MUCH MARKET VOLATILITY, CERTAIN ELECTRONIC EQUIPMENT MAY HAVE SIGNIFICANT SHIPMENT DELAYS OR MAY BE UNAVAILABLE WITHOUT ANY INFORMATION ABOUT FUTURE AVAILABILITY. BECK TECH WILL DO EVERYTHING POSSIBLE TO EXPEDITE ANY AND ALL PRODUCTS/SERVICES. HOWEVER, WITH MULTIPLE VENDORS/MANUFACTURER'S HAVING SIMILAR DELAYS, MUCH OF THIS IS OUT OF OUR CONTROL. WE ARE ADVISING ALL ALL CUSTOMERS TO PLACE THEIR ORDERS IMMEDIATELY TO HELP ENSURE THAT THEIR PRICES ARE LOCKED IN AND DELIVERY OF EQUIPMENT CAN BE GUARANTEED TO BE HERE ON TIME. DUE TO THIS EXTREME MARKET VOLATILITY WE CAN NO LONGER HOLD PRICING ON QUOTATIONS. BEFORE WE FINALIZE ANY QUOTATION WE WILL DO A MARKET CHECK TO INSURE AVAILABILITY AND FINAL PRICING. WE APPRECIATE YOUR UNDERSTANDING DURING THESE DIFFICULT TIMES.

25	Avigilon 5mp SL Dome	645.00	16,125.00	
1	ORDER ASSEMBLY, OPTIMIZATION	100.00	100.00	
	Shipping and handling			
25	Installation Camera system	300.00	7,500.00	
	Swap out existing cameras with new ones and ip address, program into the Avigilon system			



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Subtotal : \$23,725.00
 Applicable taxes are not included

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or information supplied by customer.
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Thank you for the opportunity to offer this estimate. Please contact us at our main office if you have questions at 217-428-7000.

Signature: _____

PO Number: _____

Date: _____

Lease Corporation of America

January 11, 2022

FORMAL PROPOSAL

OBLIGOR: LINCOLN, IL (PD)

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, and five (5) year terms.

EQUIPMENT: NEW SECURITY SYSTEM

OPTION 1

Acquisition Cost:	\$103,474.55	Term:	Three (3) years	First Payment Due:	One Month from Close
Down Payment:	\$ 10,347.46	Payment Mode:	Monthly in Arrears	Payment Amount:	\$2,830.15
Trade In:	\$ 0.00	Interest Rate:	5.930%		
Principal Balance:	\$ 93,127.09	Rate Factor:	0.030390		

OPTION 2

Acquisition Cost:	\$103,474.55	Term:	Five (5) years	First Payment Due:	One Month from Close
Down Payment:	\$ 10,347.46	Payment Mode:	Monthly in Arrears	Payment Amount:	\$1,755.29
Trade In:	\$ 0.00	Interest Rate:	4.950%		
Principal Balance:	\$ 93,127.09	Rate Factor:	0.018848		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Lease Corporation of America and the transaction funded on ALL proposals on or before January 25, 2022. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- FORMAL PROPOSAL IS BASED UPON THE OBLIGOR ENTERING INTO A FIRM TERM FINANCING OBLIGATION, NOT SUBJECT TO ANNUAL APPROPRIATIONS.

LEASE CORPORATION OF AMERICA

LINCOLN, IL (PD)

Signature

Title

Signature

Title

Date

Date



Barbeck Communications
 645 S. Franklin St.
 Decatur, IL 62521
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 Fax:

QUOTATION
123001342

Bill To:
 Lincoln Police Dept.
 Paul Adams
 710 5th Street
 Lincoln, IL 62656-2416

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Contact: Matt Vlahovich
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2	BECKTECH NVR/SERVER EQUIP STD 5 YR Service Agreement 5 year Beck Tech Maint and Support for both Avigilon ACC Server and ACM Server	2,160.00	4,320.00
46	BECKTECH CAMERA EQUIP STD 5 YR Service Agreement 5 year maint and support for all cameras and HID readers/ boards.	90.00	4,140.00



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Subtotal : \$8,460.00
Applicable taxes are not included

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Signature: _____

PO Number: _____

Date: _____



ACC AND ACM UNIFICATION

ACCESS CONTROL THAT WORKS SEAMLESSLY WITH VIDEO SECURITY

Our Access Control Manager (ACM) system integrates with Avigilon Control Center (ACC) video management software to provide you with one simple, powerful and unified security solution to help you focus on what matters most.



Using ACM™ and ACC™ software, you can instantly verify if a person seen carding in on camera matches the ID photo associated with the access card they're using, then lock or unlock the door right from your ACC dashboard.



From the same screen you can search for that person by using our Identity Search feature.



Using the video from the most recent time they carded in, you can easily use Avigilon Appearance Search™ technology to help find their current location on-site or to see where else they have been. It's that simple.

ACC SOFTWARE FEATURES



POWERFUL SEARCH

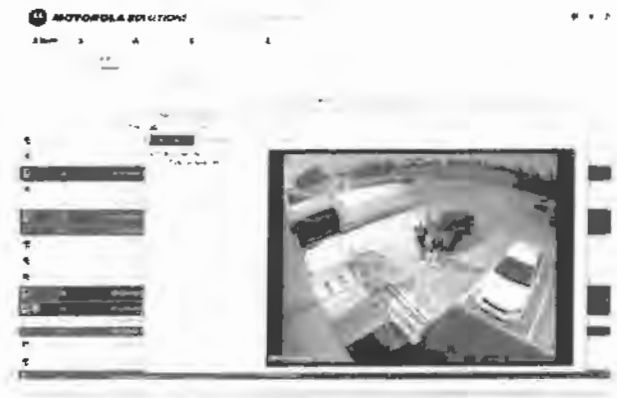
Avigilon Appearance Search technology sorts through hours of video with ease to quickly locate a specific person or vehicle of interest across an entire facility in near real-time.



FOCUS OF ATTENTION INTERFACE

A cutting-edge user interface for live video monitoring that leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.

ACM SYSTEM FEATURES



100% BROWSER-BASED SYSTEM

No server or client software installation required, delivering a ready-to-deploy solution that saves you time.



OPEN-PLATFORM HARDWARE

Integrates with hardware from Mercury Security and HID Global® that scales from just a few readers to larger, more distributed installations.

COMBINED FOR A POWERFUL SECURITY SOLUTION



IDENTITY SEARCH

Enables fast search for a person of interest using their ACM cardholder information. You can then use Avigilon Appearance Search technology to determine that person's current or previous location on site.



QUICK ACTION

ACM generated door events allow you to create role-based actions and notifications for quick on-site responses, including immediate facility lockdown.

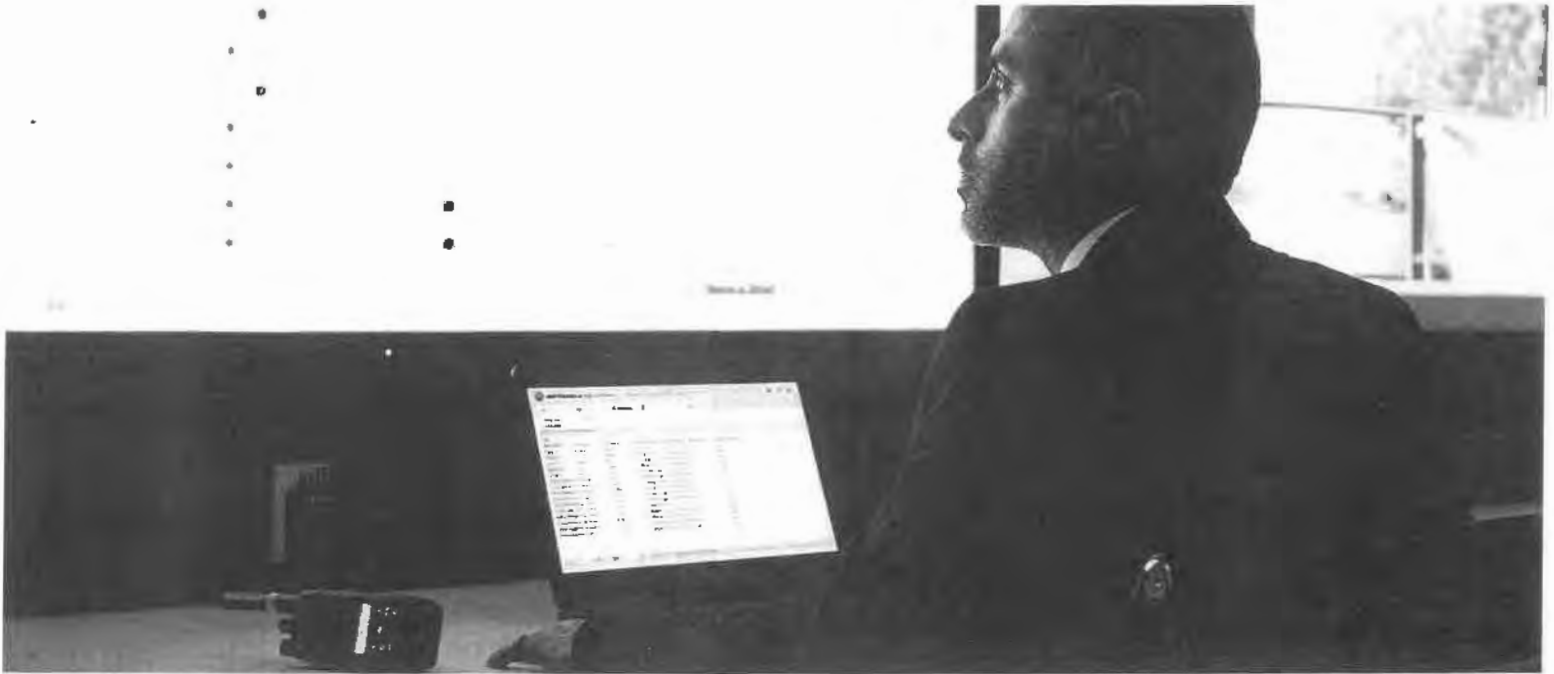
avigilon.com/products/access-control/acm-and-acc-unification



MOTOROLA SOLUTIONS

Some images of product features and user interfaces have been simulated for illustrative purposes.

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ACCESS CONTROL MANAGER SOFTWARE

SECURE DOORS WITH A SCALABLE ENTERPRISE SOLUTION

Access Control Manager (ACM) is a physical access control system for enterprise-class installations, designed to protect people, property and assets. With advanced alarm and identity management, ACM™ provides superior control of access to facilities. This 100% browser-based solution offers the flexibility to respond to alerts from anywhere. Its unification with Avigilon Control Center (ACC) video management software offers a powerful, end-to-end security solution to monitor and secure sites.



UNIFIED ACCESS CONTROL & VIDEO

Review and verify automated alarms generated by ACM with the associated live or recorded video in ACC™ for quicker responses.



REMOTE DOOR LOCK/ UNLOCK WITH MAPS

Visually pin doors spatially on a facility map, view open/close status of doors, and remotely lock and unlock doors, including facility lockdowns during emergencies.



IDENTITY MANAGEMENT

Display user ID profile pictures with access control events and alarms to know who attempted to enter a door and when. Register visitors and print badges in seconds by scanning an ID via integration with HID Global's EasyLobby Secure Visitor Management software.



ALARM MANAGEMENT

Streamline alarm management with audible alerts and colored indicators to visually represent alarm priority. View associated video, enter notes, acknowledge and clear alarms in one place.



BUILT-IN TEMPLATES

Be up and running in minutes with a wide selection of easy-to-use templates to configure doors and wiring.



FIPS 201-2 CERTIFICATION

ACM is FIPS 201-2 compliant and is on the GSA Approved Product List with pivClass technology, meeting the PIV requirements for U.S. federal government employees and contractors.



FLEXIBLE INTEGRATIONS

Save on installation costs with support for ASSA ABLOY, SALTO, Schlage, Simons Voss and Von Duprin wireless locks. Increase security with VIRD's biometric fingerprint reader technology and Bosch intrusion panels.



REPLICATION & HOT STANDBY AUTO FAILOVER

Simplify identity management with the ability to replicate identity data on multiple ACM Appliances across sites. Maximize system uptime with the appliances' hot standby-auto failover to maintain multiple layers of redundancy and resiliency.



ACM VERIFY VIRTUAL STATIONS

Extend access control to locations where physical doors are not feasible. ACM Verify enables any browser-enabled device to act as a virtual station by recording and confirming an identity with a PIN.



OPEN-FIELD HARDWARE SUPPORT

Future-proof your ACM system with open-field hardware from Mercury Security and HID Global.



MOTOROLA SOLUTIONS



H5A CAMERA

2 MP 4 MP 5 MP 6 MP 8 MP

NEXT-GENERATION VIDEO ANALYTICS

The Avigilon H5A camera line features our next-generation video analytics technology. Leverage the latest in AI-powered video analytics to detect and persistently track more objects - whether stationary or moving - with greater accuracy even in crowded scenes, detect unusual activity in a scene autonomously, apply facial recognition technology to alert of face watch list matches and maintain vigilance with pandemic response technology. These advanced capabilities help provide detailed information on what is happening on your site so you can detect potentially critical security events faster and take responsive action.



FEATURES



H.265 & HDSM SMARTCODEC™ TECHNOLOGY

Combines compression technologies to maximize bandwidth and storage savings



SEAMLESS UPGRADE PATH

Compatible with existing industrial designs and accessories for H4A camera line



ONVIF COMPLIANT

Native ONVIF® Profile S and Profile T compliance allows easy integration with existing ONVIF infrastructures



CONTENT ADAPTIVE IR¹

Adjusts IR beam width and illumination settings based on scene conditions to help maximize image quality



WEATHER & IMPACT RATED¹

IP66/67 weather rating and IK10 impact rating for vandal resistance



5-YEAR WARRANTY

Avigilon stands behind the quality of this product with a 5-year industry-leading warranty



FIPS 140-2 COMPLIANT²

Increased data security with FIPS-compliant cryptography enabled on cameras



WIDE DYNAMIC RANGE

Capture details in scenes with both very bright and very dark areas



AUTOMATIC IR CUT FILTER³

Exceptional imaging performance in low-light situations



LIGHTCATCHER™ TECHNOLOGY

Exceptional detail in low-light settings

avigilon.com/h5a



¹ Only available on H5A Bullet and H5A Dome form factors.

² Optional purchase of FIPS Level 1 camera license or CRYPTR microSD hardware-based encryption and key management for FIPS Level 3 support and certification.

³ Only available on H5A Box form factor.

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H5SL CAMERA LINE

1.3 MP

2 MP

3 MP

5 MP

VALUE AND VERSATILITY, COMBINED

The H5SL camera is a versatile and cost-effective security solution that is backed by an industry-leading warranty. With value and simplicity at the heart of this camera line, you will enjoy the ease of installation, flexible design features and various lens options the H5SL offers.



H5SL BULLET



UMD TECHNOLOGY

Uses AI to continuously learn what typical activity in a scene looks like and then detect and flag unusual motion events for review



AUDIO & RELAY I/O CONNECTIONS

Incorporate audio and configure input/output actions and alarms for fast event response



H.265 & HDSM SMARTCODEC™ TECHNOLOGY

Combines compression technologies to maximize bandwidth and storage



CONTENT ADAPTIVE IR

Adjusts IR beam width and illumination settings based on scene conditions to help maximize image quality



MULTIPLE LENS OPTIONS

Choose from various lens types, including a new long zoom lens for challenging scene designs



ONVIF COMPLIANT

Native ONVIF® Profile S and Profile T compliance allows easy integration with existing ONVIF infrastructures



5-YEAR WARRANTY

Avigilon stands behind the quality of this product with a 5-year industry-leading warranty



MADE IN AMERICA

Built with North American expertise and globally-sourced materials



WIDE DYNAMIC RANGE

Capture details in scenes with both very bright and very dark areas



LIGHTCATCHER™ TECHNOLOGY

Exceptional detail in low-light settings

avigilon.com/h5sl



MOTOROLA SOLUTIONS

AVIGILON™



H4 VIDEO INTERCOM

3 MP

REMOTELY IDENTIFY, COMMUNICATE AND AUTHORIZE ACCESS

The H4 Video Intercom integrates a 3 MP fisheye camera with a high-performance intercom, featuring echo-canceling and noise reduction technologies, for clear two-way communication with visitors. Combined with Avigilon Control Center (ACC) video management software, this secured entry system enables operators to quickly and easily identify and talk with a visitor before remotely granting access.



SELF-LEARNING VIDEO ANALYTICS

Classifies people that appear in front of the intercom for operators to enable Appearance Search* and sort through hours of video in minutes to locate a person of interest



WIDE ANGLE OF VIEW

120° vertical angle of view to clearly capture individuals of different heights



SIP PROTOCOL

Provides greater flexibility in routing incoming calls, enables integration with phone exchange, and provides decreased downtime

APPEARANCE SEARCH

Use ACC™ software to quickly search for a visitor using Avigilon Appearance Search™ technology, which incorporates the unique characteristics of a person's face to search for the same individual, even if items such as their clothing change over time



LIGHTCATCHER™ TECHNOLOGY

Offers exceptional detail in low-light settings



WIDE DYNAMIC RANGE

Captures details in scenes with both very bright and very dark areas



HDSM SMARTCODEC™ TECHNOLOGY

Combines compression technologies to maximize bandwidth and storage savings



CONTENT ADAPTIVE IR

Adjusts IR beam width and illumination settings based on scene conditions to help maximize image quality

avigilon.com/h4-video-intercom



AVIGILON

* Enable Appearance Search on Avigilon analytic cameras with pre-configured Network Video Recorders, or third-party cameras with an Avigilon AI Appliance. ACC 6 or 7 software required. Images and user interfaces have been simulated for illustrative purposes.

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AI NVR

The Artificial Intelligence Network Video Recorder (AI NVR) is a purpose-built security-hardened NVR, with built-in server-side analytics that unlocks Avigilon's advanced AI capabilities on any connected video stream. This cost-effective, plug-and-play appliance combines high-performance recording with video analytics in an easy-to-deploy turnkey solution. An IT-friendly solution, the AI NVR is built on a hardened embedded OS, which can be remotely managed with Avigilon Cloud Services (ACS). Avigilon regularly provides a single firmware package that not only updates the AI NVR, but also most connected cameras, and clients. Add the power of Avigilon's advanced neural-network-based analytics to your video streams with AI NVR.



FEATURES



SERVER-SIDE ANALYTICS FOR NON-ANALYTIC CAMERAS

Bring Classified Object Detection, Appearance Search, Face Recognition, No Face Mask Detection, and License Plate Recognition to your existing non-analytic cameras.



HIGH PERFORMANCE

Up to 2400 mbps of total throughput, while simultaneously running analytics.



REMOTE MANAGEMENT

Use ACS to manage multiple AI NVRs in a single building or globally from a central location.



ENHANCED SECURITY

All AI NVRs run Avigilon Hardened OS on an encrypted solid state drive to minimize attack vectors.



CLOUD REMOTE SITE UPDATE

Avigilon AI NVR, Clients, and most Cameras can all be remotely upgraded together with a single signed and encrypted firmware package.



SIMPLIFIED NETWORKING

Full recording throughput can be run on a single network port with additional ports used for failover.



REMOTE NOTIFICATIONS ON MOBILE

Receive instant notifications to any mobile device with full support for remote alerts. Out-of-the-box built-in web endpoint technology optimizes the AI NVR for mobile connections.



ALL-IN-ONE DEVICE

Achieve lower deployment costs with a single device that performs as an NVR and an analytics server.



MOTOROLA SOLUTIONS

AVIGILON

ANALYTICS

CLASSIFIED OBJECT DETECTION™ (COD)



Detects and classifies people or vehicles to help operators respond faster. Unusual Activity Detection (UAD) automatically detects atypical behavior of learned objects.

ACC7-VAC license required



AVIGILON APPEARANCE SEARCH™ (AS)

Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.

ACC Enterprise required



FACE RECOGNITION (FR)

Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.

ACC7-FACE license required

NO FACE MASK DETECTION



Determines whether a person is not wearing a face mask to help prevent community transmission.

ACC Enterprise required



OCCUPANCY COUNTING

With cameras at entrances and exits, a running total of occupancy can be monitored in real time.

ACS Required



LICENSE PLATE RECOGNITION

Works with ACC software for accurate license plate capture at a range of distances and speeds.

ACC7-LPR license required

AI NVR MODEL	ANALYTICS CAMERAS ¹			NON-ANALYTIC CAMERAS ¹			NUMBER OF LPR LANES ²					
	AS ONLY ³	AS+FR ⁴	COD ONLY ³	COD+AS ⁴	COD+AS+FR ⁴	DEFAULT MODE			PERFORMANCE MODE ⁵			
						10 FPS <48 KM/H	20 FPS <100 KM/H	30 FPS <150 KM/H	10 FPS <48 KM/H	20 FPS <100 KM/H	30 FPS <150 KM/H	
Premium+	200	100	55	55	50	12	6	4	53	26	17	
Premium	200	100	30	30	27	8	4	2	28	14	9	
Standard w/ kit ⁶	200	100	25	25	22	7	3	2	29	14	9	
Standard	200	100	12	12	11	5	2	1	15	7	5	
Value	200	50	5	6	5	4	2	1	8	4	2	

¹ These performance figures are based on validation testing by Avigilon, using Avigilon Control Center 7.14.4 software. Assumes appliance-wide average per camera rates of classified objects leaving the field of view: H5A cameras – one every second; H4A cameras – one every two seconds; non-analytics cameras running COD – one every second.

² Assumes a 3MP camera with 1MP license plate scan area and Frames Per Second (FPS) to recognize license plates up to vehicle speeds in Kilometers Per Hour (KM/H). Results may vary according to camera mounting parameters.

³ For cameras at 2MP and 30 frames per second (fps).

⁴ Requires H5A, H4A cameras, or Classified Object Detection running on non-analytics cameras.

⁵ Requires LPR Performance mode to be enabled. Available with ACC version 7.14.6 or later. LPR Performance mode will limit other analytics on your AI NVR. See the AI NVR user guide for more information.

⁶ Requires installation of the AINVR-STD-PRK Performance Kit on the AI NVR Standard.

DEVICE TYPES SUPPORTED FOR ANALYTICS

Avigilon H.264 Analog Encoders

Avigilon HD H.264, H3, H3 Multisensor, H4 SL, H4 Mini dome, H4 Box, H4 Bullet, H4 Dome, and H4 Pro cameras

Avigilon H4A cameras operating for Unusual Motion Detection

Avigilon H5Pro and H4 Multisensor (in high frame-rate mode), H5M, and H5SL cameras

ONVIF® Profile S cameras

ONVIF encoders

SPECIFICATIONS

SYSTEM		PREMIUM+ AND PREMIUM	STANDARD	VALUE	
Capacity		160 TB 96 TB	128 TB 64 TB	48 TB 32 TB 24 TB	12 TB 6 TB
Avigilon Control Center™ Edition		Core, Standard, and Enterprise* compatible (ACC camera licenses are sold separately)			
Network Video Streaming Performance	Network Connection	10GbE or 1GbE Networking	1GbE Networking		
	Recording Rate	10GbE: Up to 1500 Mbps 1 GbE: Up to 1500 Mbps†	Up to 900 Mbps		
	Playback Rate	Up to 600 Mbps†	Up to 600 Mbps		
Operating System		Avigilon Hardened OS, supports secure remote upgrades			
Drive Configuration	OS Boot	2 × M.2 Solid State drives, RAID 1			
	Video Data	RAID 6 — Up to 12 × 3.5", hot-swappable	RAID 6 — Up to 8 × 3.5", hot-swappable	RAID 5 — 4 × 3.5", hot-swappable	
Recording Storage Capacity		Up to 192 TB raw, 160 TB effective (RAID 6)	Up to 64 TB raw, 48 TB effective (RAID 6)	Up to 16 TB raw, 12 TB effective (RAID 5)	
Network Interface		4 × 1 GbE RJ-45 ports (1000Base-T) 4 × 10 GbE Direct Attach SFP+ ports	4 × 1 GbE RJ-45 ports (1000Base-T)	2 × 1 GbE RJ-45 ports (1000Base-T)	
Memory		Premium+: 8 × 8 GB Premium: 6 × 8 GB	2 × 8 GB		
Processor		2 × Intel® Xeon®	1 × Intel® Xeon®		
Local Viewing		No video outputs — Web-based administration only			
Out-of-band Management		iDRAC9 Express			
Warranty		5-year Next Business Day (NBD) with onsite parts delivery service. 4-hour mission critical warranty upgrade available.			

* Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

† Requires the use of multiple 1GbE ports, either in a team using LACP/ALB mode or using multiple VLANs.

‡ The maximum playback throughput for Premium and Premium+ can be increased by reducing the recording throughput.

ELECTRICAL		PREMIUM+ AND PREMIUM	STANDARD	VALUE
Power Input		100 to 240 V AC, 50/60 Hz, auto-switching		
Power	Supply	Dual 2400W redundant (1+1), (80 PLUS Platinum)	Single 1100W non-redundant (1+0), (80 PLUS Platinum)†	Single 350W (80 PLUS Platinum)†
	Consumption	Maximum 1100W (2559.1 BTU/h)	Maximum 750W (2559.1 BTU/h)	Maximum 350 W (1340 BTU/hr)

† Optional 2nd power supply available

SUPPLIED ACCESSORIES		PREMIUM+ AND PREMIUM	STANDARD	VALUE
Rack Rail System		Sliding rail system with cable management arm. Supports: • Tool-less mounting in 19" wide EIA-310-E compliant square hole and unthreaded round-hole 4-post racks • Tooled mounting in threaded hole 4-post racks		
Bezel		1, front		
Power Cord		2	1	1

CERTIFICATIONS	
Certifications/Directives	NDAAs Compliant, TAA Compliant, UL, cUL, CE, RCM, BSMI, CCC, EAC, KC, NOM, NRCS, VCCI, RoHS, Reach (SVHC), WEEE, BIS
Safety	UL/CSA/IEC/EN 62368-1

CERTIFICATIONS	
Electromagnetic Emissions	CFR Title 47, FCC Part 2, 15 Class A, ICES-003(A), EN 55032 Class A, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55024
Energy	Commission Regulation (EU) No. 617/2013, ENERGY STAR 2.0
ROHS	EN 50581:2012

ENVIRONMENTAL	OPERATING	STORAGE
Temperature	10° C to 35° C (50° F to 95° F)	-40° C to 65° C (-40° F to 149° F)
Humidity	10% to 80% relative humidity with 29° C (84.2° F) maximum dew point	5% to 95% RH with 33° C (91° F) maximum dew point. Atmosphere must be non-condensing at all times
Vibration	0.26 Grms at 5 Hz to 350 Hz	1.88 Grms at 10 Hz to 500 Hz for 15 min
Shock	One pulse on each side of the system of 71 G for up to 2 ms	Six consecutively executed shock pulses in the positive and negative x, y, and z axes (one pulse on each side of the system) of 71 G for up to 2 ms
Altitude	3,048 m (10,000 ft)	12,000 m (39,370 ft)

OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

AI NVR PREMIUM+ AND PREMIUM

FORM FACTOR

2U rack mount chassis

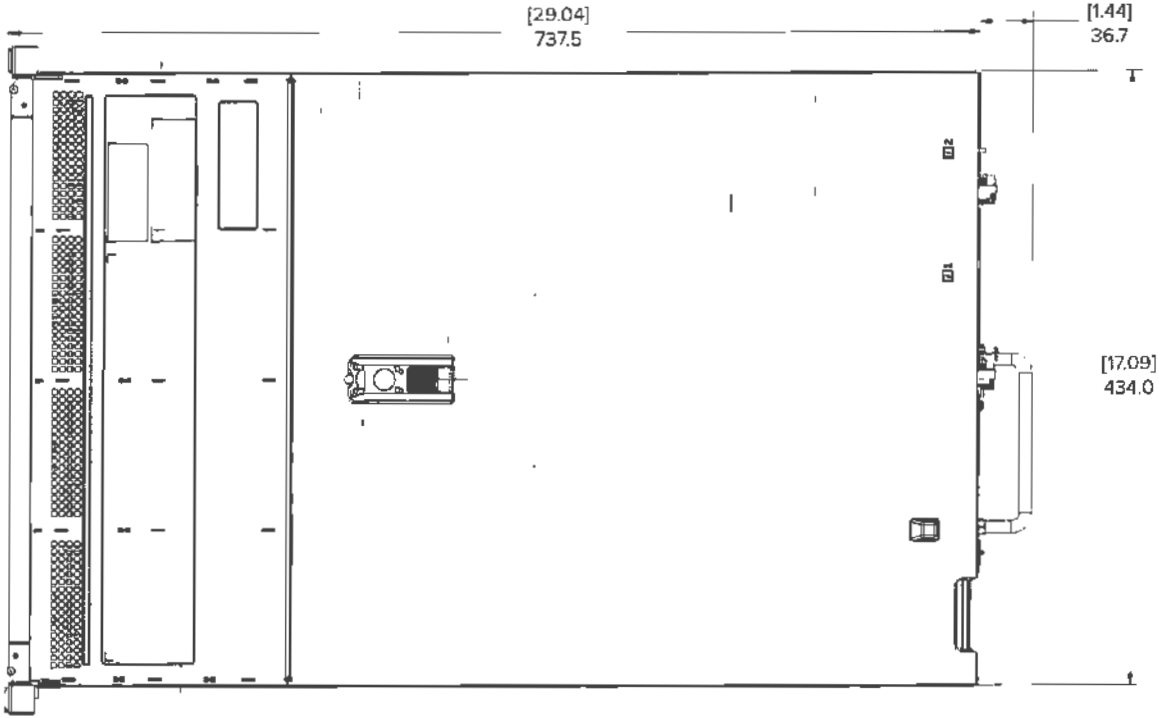
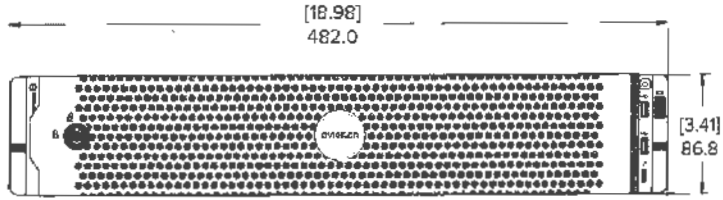
DIMENSIONS (L x W x H)

751.3 mm x 482.0 mm x 86.8 mm

[29½" x 19" x 3½"]

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

46.3 kg [102 lbs]



AI NVR STANDARD

FORM FACTOR

2U rack mount chassis

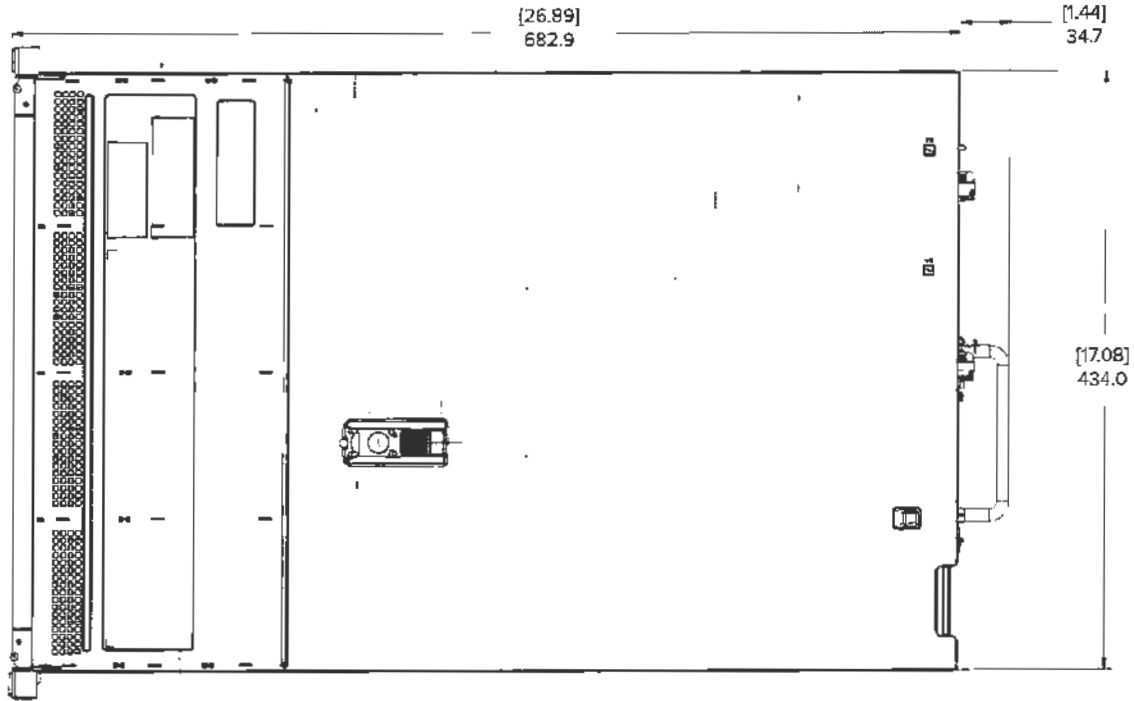
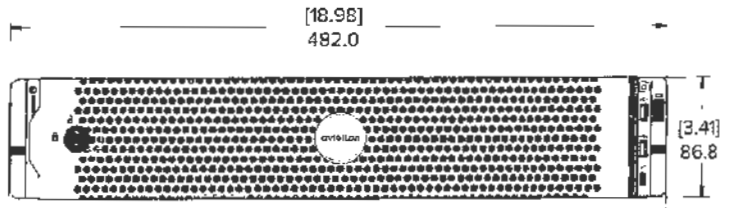
DIMENSIONS (L x W x H)

717.6 mm x 482.0 mm x 86.8 mm

[27¾" x 19" x 3½"]

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

34.5 kg [76 lbs]



AI NVR VALUE

FORM FACTOR

1U rack mount chassis

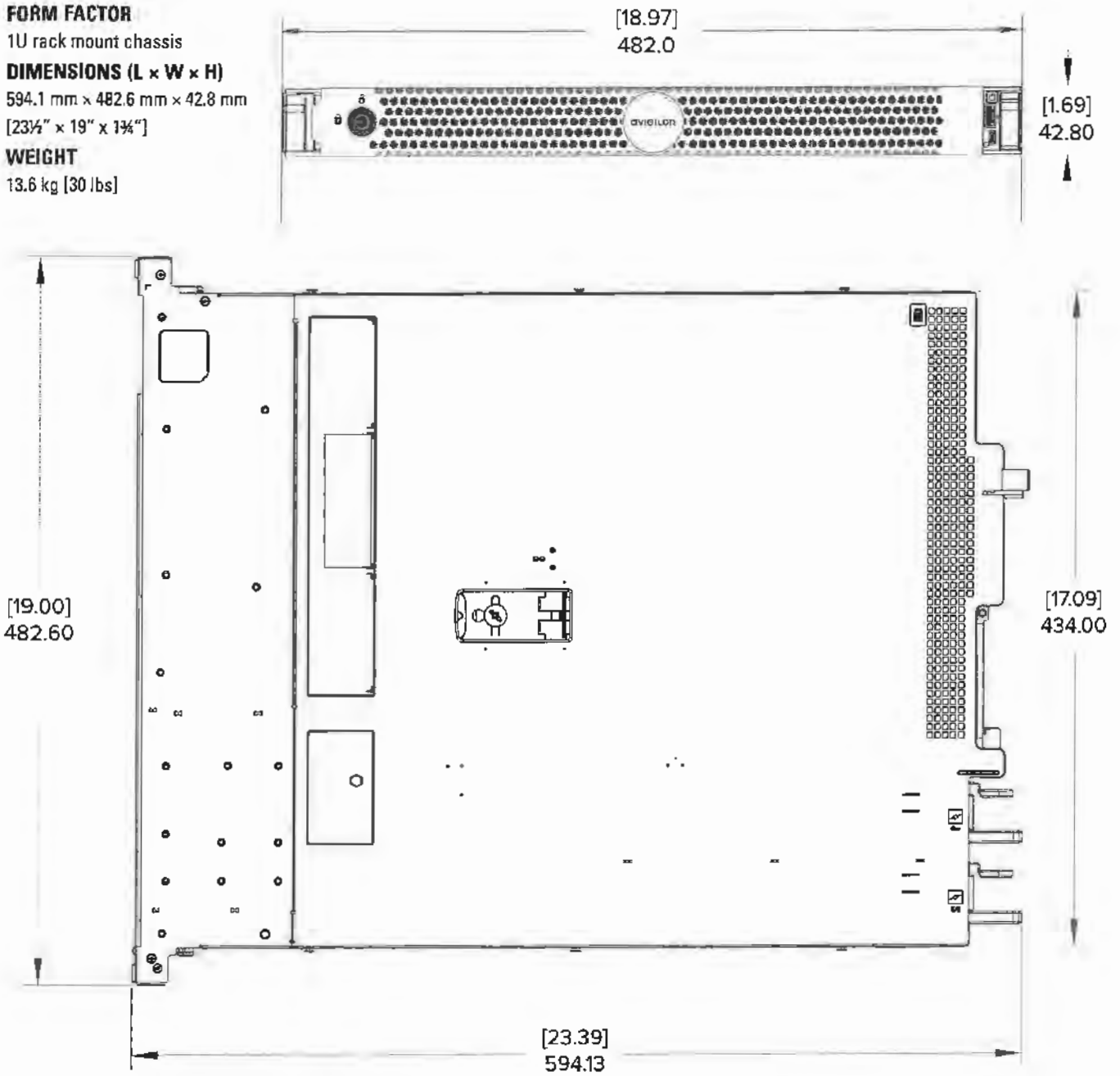
DIMENSIONS (L x W x H)

594.1 mm x 482.6 mm x 42.8 mm

[23 3/4" x 19" x 1 3/4"]

WEIGHT

13.6 kg [30 lbs]



ORDERING INFORMATION

AI NVR PREMIUM+

AINVR-PRM-PLUS-64TB	AI NVR Premium+ 64 TB (80 TB Raw) with Avigilon Control Center
AINVR-PRM-PLUS-96TB	AI NVR Premium+ 96 TB (120 TB Raw) with Avigilon Control Center
AINVR-PRM-PLUS-128TB	AI NVR Premium+ 128 TB (160 TB Raw) with Avigilon Control Center
AINVR-PRM-PLUS-160TB	AI NVR Premium+ 160 TB (192 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AI NVR PREMIUM

AINVR-PRM-64TB	AI NVR Premium 64 TB (80 TB Raw) with Avigilon Control Center
AINVR-PRM-96TB	AI NVR Premium 96 TB (120 TB Raw) with Avigilon Control Center
AINVR-PRM-128TB	AI NVR Premium 128 TB (160 TB Raw) with Avigilon Control Center
AINVR-PRM-160TB	AI NVR Premium 160 TB (192 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AI NVR STANDARD

AINVR-STD-48TB	AI NVR Standard 48 TB (64 TB Raw) with Avigilon Control Center
AINVR-STD-32TB	AI NVR Standard 32 TB (48 TB Raw) with Avigilon Control Center
AINVR-STD-24TB	AI NVR Standard 24 TB (32 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AI NVR VALUE

AINVR-VAL-12TB	AI NVR Value 12 TB (16 TB Raw) with Avigilon Control Center
AINVR-VAL-6TB	AI NVR Value 6 TB (8 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AINVR-PRM-PLUS-*nn*TB-NA
AINVR-PRM-*nn*TB-NA
AINVR-STD-*nn*TB-NA
AINVR-VAL-*nn*TB-NA



AINVR-PRM-PLUS-*nn*TB-UK
AINVR-PRM-*nn*TB-UK
AINVR-STD-*nn*TB-UK
AINVR-VAL-*nn*TB-UK



AINVR-PRM-PLUS-*nn*TB-EU
AINVR-PRM-*nn*TB-EU
AINVR-STD-*nn*TB-EU
AINVR-VAL-*nn*TB-EU



AINVR-PRM-PLUS-*nn*TB-AU
AINVR-PRM-*nn*TB-AU
AINVR-STD-*nn*TB-AU
AINVR-VAL-*nn*TB-AU



SOFTWARE LICENSES

ACC7-ENT	ACC 7 Enterprise Edition license
ACC7-STD	ACC 7 Standard Edition license
ACC7-COR	ACC 7 Core Edition license
ACC7-VAC	ACC 7 Video Analytics feature channel license — Required for Classified Object Detection
ACC7-FACE	ACC 7 Face feature channel license
ACC7-FACE-10C	ACC 7 Face feature 10 channel license
ACC7-LPR	ACC 7 LPR lane license

OPTIONS AND ACCESSORIES

AINVR-STD-PRK	Performance Kit for AINVR-STD
AINVR-STD-10GBE	Network Card, QP 10G-SFP+, for AINVR-STD
AINVR-SFPPLUS-SR	SFP+ 10GBASE-SR Optical Transceiver (single) for AI NVR Premium+, AI NVR Premium, and AI NVR Standard
AINVR-PRM-2NDPS	Redundant, hot-swappable power supply for AINVR-PRM or AINVR-PRM-PLUS
AINVR-STD-2NDPS	Redundant, hot-swappable power supply for AINVR-STD
AINVR-VAL-2NDPS	Redundant, hot-swappable power supply for AINVR-VAL
AINVR-HDD-HOT-16TB	Spare hard drive, 16TB, for AINVR PRM 128TB and AINVR PRM PLUS 128TB
AINVR-HDD-HOT-12TB	Spare hard drive, 12TB, for AINVR PRM 96TB and AINVR PRM PLUS 96TB
AINVR-HDD-HOT-8TB	Spare hard drive, 8TB, for AINVR PRM 64TB, AINVR PRM PLUS 64TB, and AINVR STD 32TB/48TB
AINVR-HDD-HDT-4TB	Spare hard drive, 4TB, for AINVR STD 24TB, AINVR VAL 12TB
AINVR-HDD-HOT-2TB	Spare hard drive, 2TB, for AINVR VAL 6TB
IDRAC9-ENT-UPG	iDRAC Enterprise upgrade
AINVR-PRM-WARR-5Y4HMC	4-hour MC (mission critical response) service-level agreement upgrade for AINVR-PRM or AINVR-PRM-PLUS
AINVR-STD-WARR-5Y4HMC	4-hour MC (mission critical response) service-level agreement upgrade for AINVR-STD
AINVR-VAL-WARR-5Y4HMC	4-hour MC (mission critical response) service-level agreement upgrade for AINVR-VAL
AINVR-KYD-WARR-5YR	Keep Your Drive warranty for AINVR-STD and AINVR-VAL

SUPPORT

Learn more and find additional documentation at avigilon.com or email sales@avigilon.com for specific product support.



Dec 2021 | Rev 6

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AGREEMENT FOR VEHICLE TOWING SERVICES
FOR THE COUNTY OF LOGAN, ILLINOIS

This Agreement entered into this ____ day of _____, 2020 by and between the County of Logan, Illinois (hereinafter "County"), City of Lincoln, Illinois (hereinafter "City"), and, _____, operating a towing service located at _____, in the County of Logan, Illinois (hereinafter "Contractor").

I. GENERAL

These specifications shall comprise the agreement for official towing services within the geographical limits of the County of Logan, Illinois, including Lincoln, Illinois and all other incorporated and unincorporated jurisdictions. Official towing services shall refer to any of the circumstances listed in Section II below.

II. SCOPE OF SERVICES

The contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Logan County Sheriff's Office and Lincoln Police Department in each instance:

- A. Vehicles involved in traffic collisions
- B. Abandoned vehicles on the roadway
- C. Disabled vehicles in roadway, right-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property
- E. Vehicles seized or impounded as evidence
- F. Recovered stolen vehicles
- G. Vehicles involved in crimes
- H. Vehicles as may be requested to be relocated during a County or City emergency or special event
- I. Other tows or towing-related services as may be requested by the Logan County Sheriff's Office and Lincoln Police Department
- J. Street sweeps at traffic collision scenes
- K. Vehicles seized and impounded
- L. All other lawful law enforcement requests

This Agreement is not exclusive. The County and City, in their sole discretion, may establish the time periods in which a Contractor towing firm shall provide services. Each Contractor towing firm shall provide services during the times designated by the County and City for that towing firm. The County and City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the County and City from calling an alternative Contractor to provide services, as may be necessary for proper law enforcement and municipal services.

County and City directed towing is performed solely as a public service and the County and City assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, theft, transportation or storage of any vehicle towed under this Agreement.

III. CALLS FOR SERVICES

Services per this agreement are to be rendered only upon the request of the Logan County Sheriff's Office ("Sheriff's Office or "Sheriff"), or an authorized County employee in the absence of such an employee the Sheriff's Office, or the Lincoln Police Department. Contractor, upon notification by the Sheriff's Office or Lincoln Police Department, shall immediately send the requested number and type of tow truck(s) to the designated location. At the direction of the Sheriff's Office, Lincoln Police Department, or community service officer at the scene, or an authorized County employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled or seized vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in Attachment A of this Agreement.

Contractor's towing vehicle operators shall obey all lawful orders of law enforcement and community service officers and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous or nuisance must be removed from public or private property.

Law enforcement officers, when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Law enforcement officers for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.).

Contractors shall consider calls from the Sheriff's Office and Lincoln Police Department as having first priority over requests for towing services from other parties. Contractors shall furnish the County and City with a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this Agreement becomes effective; and shall notify the Sheriff's Office and Lincoln Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractors shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and shall defend, indemnify and hold harmless the County and its elected officials, the City, officers, employees and agents free and harmless from and against any and all claims, suits, actions, damages, judgments, injuries or liabilities of any kind or nature whatsoever, including reasonable attorney's fees and court costs to the extent caused by the negligence or willful misconduct of Contractor, its agents, employees and subcontractors in providing services under this Agreement. The

indemnification provides herein shall be effective to the fullest extent permitted by law. Contractor's duty to provide such indemnification shall be secured by appropriate insurance coverage, but any limitations of insurance coverage shall not be deemed to be a limitation of Contractor's liability under this Section.

V. HOURS OF SERVICE

Contractor, at a minimum, shall maintain office hours available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 12:00 p.m.
Sunday	10:00 a.m. to 12:00 p.m.

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow law enforcement personnel access to all vehicles towed pursuant to this Agreement at no cost to the County or City, and, when emergency situations require the release of a vehicle (release fee shall not apply during nonbusiness hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this Agreement for the retrieval of towed vehicles during non-business hours every day of the week; provided, however, that neither the Sheriff's Office nor the County or City shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both law enforcement personnel and citizens. The time at which the citizen first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times, at a minimum: one (1) light wrecker with a 10,000 pound hand or power winch, crane and boom; (1) flatbed wrecker with a 10,000 pound power winch; and (1) heavy duty wrecker with a greater than 10,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as set forth in the Illinois Vehicle Code, 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks may be personally inspected for identification and equipment by a Sheriff's Office employee before use. Additionally, such wrecker shall be equipped with either radio or telephone (cellular phone) equipment, which allows immediate access by law enforcement dispatch personnel to a wrecker driver while he or she is enroute to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the Sheriff's Office and Lincoln Police Department within three (3) days of the execution of this Agreement and be updated from time to time. Contractor understands that the County and City may rotate its use of towing contractors, and acknowledges that failure of the County or City to be able to

contact Contractor within a reasonable period of time or get a reasonable response time, shall allow the County or City to use a different towing contractor.

VII. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Illinois Environmental Protection Act ("IEPA"), hazardous waste as defined in Section 3.220 of the IEPA and potentially infectious medical waste as defined in Section 3.360 of the IEPA (415 ILCS 3.15, 3.220, and 3.360 respectively) dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

VIII. SHERIFF/POLICE DEPARTMENT VEHICLE TOWS/STORAGE

Contractor will provide tire changes/towing/winch services for any County or City owned vehicle at **no charge** to the County or City. Further, there will be no Contractor charges for Sheriff's Office authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor **shall not charge** the County or City for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Sheriff's Office and Lincoln Police Department for evidentiary purposes or pursuant to a law enforcement investigation, and must be taken to a location other than the storage site for investigation by law enforcement before towing to the storage site, the vehicle owner, if appropriate, shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Sheriff to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Sheriff or his duly authorized designee ("designee"). These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Sheriff or designee. Vehicles impounded by the Sheriff's Office shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Sheriff's Office may arrange for any vehicle remaining on a "hold" status to be moved to a different location, provided Contractor has notified the Sheriff, or their designee, that the end of the thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Sheriff's Office's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Sheriff's Office will notify the vehicle owner and Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Sheriff's Office. Further, no contract or order for service or repairs shall be entered into

with the owner or his/her agent until such vehicle has been released in writing by the Sheriff or designee.

Property which is not a component part of a vehicle, such as a briefcase, medicine, financial records, faceplate, etc., carried on or within a vehicle ordered towed or stored by the Sheriff's Office shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Sheriff's Office.

In case of an error by the Sheriff's Office in towing a vehicle, or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Sheriff.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as required by these statutes. Contractor shall provide the Sheriff's Office with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Sheriff, or designees, a written listing of vehicles which are on active "hold" status by the Sheriff's Office. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

IX. REQUIREMENTS

A. Fingerprinting

Each owner of Contractor and each person operating a vehicle on behalf of Contractor shall submit his or her fingerprints to the Illinois State Police Department in the form and manner prescribed by the Department. These fingerprints should be transmitted through a live scan fingerprint vendor licensed by the Illinois Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed with the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the Sheriff's Office. A person may not own a towing service or operate a vehicle on behalf of Contractor including on a tow rotation list if that person has been convicted during the five (5) years preceding the application of a criminal offense involving one or more of the following:

1. Bodily injury or attempt to inflict bodily injury to another person;
2. Theft of property or attempt theft of property; or
3. Sexual assault or attempted sexual assault of any kind.

B. Proper DL Classification

Each person operating a vehicle on behalf of Contractor must be classified for the type of towing operation he/she shall be performing and vehicle he/she shall be operating and must submit proof of classification to the County.

C. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of Contractor must have completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation ("IDOT").

D. ICC Authority

Contractor must hold a valid authority issued to it by the Illinois Commerce Commission ("ICC").

X. OTHER AGREEMENTS PROVISIONS

A. No Other Charges Billed

Except for the charges noted by Contractor in its application and agreed to by the County or City, NO other charges shall be billed to any party to whom Contractor provides services.

B. Employees Not Exempt From State, County or Municipal Laws

The existence of an Agreement between the County/City and Contractor does not exempt any of Contractor's employees from any state, county or municipal law or ordinance.

C. Arrival Time

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within forty-five (45) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within forty-five (45) minutes after notification to Contractor has been made. Contractor shall provide its personnel with all necessary communications equipment to maintain the required response time. Failure to verify a call within (5) minutes or a missed call may result in a skip in the firm's normal rotation.

D. Valid Vehicle Registration

Contractor must have valid vehicle registrations, safety decal and utilize only vehicles that possess valid vehicle registrations, display valid Illinois license plates as provided by the Illinois Vehicle Code, 625 ILCS 5/5-202, and comply with the weight requirements of the Vehicle Code.

E. Secure Outdoor Storage Lot

Contractor shall provide a secure outdoor storage lot, completely enclosed by a fence with a minimum height of six (6) feet and in accordance with any municipal ordinances and/or requirements. The storage lot shall be adjacent to their business and located in the County of Logan, Illinois, with exclusive access by contractor or the employees of contractor. The lot shall be able to store a minimum of fifteen (15) vehicles. It is mandatory that security lighting sufficient to illuminate the storage area be in operation during all hours of darkness. Video surveillance owned, operated and maintained by the towing company is required for all areas of law enforcement storage, with an approximate 30-day storage capability. The storage lot shall be kept locked and secured at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees.

F. Inside Storage

Contractor shall provide space for at least six (6) vehicles inside the building used as the primary location of the business which is protected from the elements and secured against unauthorized access to County and City towed/stored vehicles. Indoor storage shall have video surveillance owned, operated and maintained exclusively by the towing company.

G. Employee Information

Contractor shall provide the Sheriff's Office with the following information for each currently employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (including middle initial);
2. Home address;
3. Sex;
4. Date of birth; and
5. Driver's license number, state and classification.

No tow truck operator shall be allowed to perform Sheriff Office directed services until he/she has been approved by the Sheriff's Office. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

H. Fee Structure and Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment which, at the time of the tow or service, shall be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager. A sign disclosing the fee structure for services requested by the Sheriff's Office/Lincoln Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and the sign within the office of Contractor, shall be provided by Contractor to the Sheriff within three (3) days after the Agreement is signed by the County, City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card

transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

I. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Sheriff's Office and Lincoln Police Department that shall include the following information:

1. Time, date, location of tow (to and from), hold information if applicable, name and badge number of officer authorizing the tow, and police report or incident number.
2. Make, model, vehicle registration, and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release from completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Sheriff or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Sheriff immediately after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All law enforcement-related records shall be open at any time for inspection by the Sheriff or designee. Within the first ten (10) days of every month, Contractor shall provide to the Sheriff copies of every invoice PAID by any party from the previous month as a result of providing services at the request of the Sheriff's Office and Lincoln Police Department.

J. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, of the removal of a vehicle which has been towed to the storage lot of Contractor because of a law enforcement-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If, after thirty (30) days, Contractor has been unable to notify the owner and/or insurance agent, Contractor, will notify the Sheriff's Office to begin proceedings to process the vehicle as an unclaimed/abandoned automobile. The Sheriff's Office will review the documentation and ensure proper protocol was followed.

K. Reporting Acts of Theft/Vandalism

Contractor shall immediately report to the Sheriff's Office any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Sheriff's Office. If the offense occurs within Lincoln, Illinois, the requirement shall be met by filing an incident report with the Lincoln Police Department. If the offense occurs outside Lincoln, Illinois, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owner's information and filed with the police department having jurisdiction over the incident. Additionally, the Sheriff's Office's

original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

L. Notification of Operational Changes

Contractor shall immediately notify the Sheriff's Office of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Sheriff's Office and Lincoln Police Department may result in suspension of the use of Contractor's services until inspections ensuring compliance with these specifications are conducted.

M. Heavy Wrecker Towing Vehicles

Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Sheriff's Office and Lincoln Police Department, all towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor, or the primary contractor must remain on scene while services are provided. This may be done by the use of magnetic signs, which shall be displayed while services to the Sheriff's Office and Lincoln Police Department are being provided. Failure of another towing agency to display such signs, or the primary contractor remaining on scene, may result in the Sheriff's Office or Lincoln Police Department prohibiting the continued use of the other agency's services. It is the contractors' responsibility to assure that any company used is in compliance with all rules and regulations contained in this agreement to include background checks, written fee structure and proper equipment.

N. Incident Report Numbers

Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slip at the Sheriff's Office, if not received on scene.

O. Junking Requests

Contractor, before forwarding to the County and City a request for the junking or auctioning of a vehicle, shall ensure that the Sheriff's Office's or Lincoln Police Department's tow slip is attached or the correct report number is included in the packet.

P. Registering with County of Logan

Contractor shall annually register and maintain a valid business license with the County and City.

XI. **CONTRACTOR'S LIABILITY INSURANCE**

Contractor shall maintain, for the duration of this Agreement, statutory Worker's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meet the requirements established by the Illinois Vehicle Code, 625 ILCS 5/12-606. Such policies shall protect Contractor from claims for bodily injury including death to its employees and all others, and from claims of property damage, and/or all of which may have arisen out of or resulted from Contractor's operations under this Agreement. A copy

of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the County and City before commencing work. Garage Keeper's Liability Insurance with a \$100,000 minimum covering fire and/or thefts from or damage done to vehicles while in storage and \$100,000 minimum on-hook coverage or cargo insurance shall also be provided to the County and City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the County and City with a letter from the insurance carrier that the County and City will be notified within ten (10) days of the pending cancellation of any policy relating to this Agreement. The County and City shall be named as an additional insured on all of these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof of valid insurance to the County and City if any of the policies expire during the term of this Agreement. Failure to provide continued proof of insurance, upon the County's or City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided to the County and City.

The insurance coverage specified herein constitutes the minimum coverage necessary to satisfy the contractual obligation of Contractor hereunder, and shall in no way be construed to lessen or limit the liability of Contractor for its acts or omissions or those of its officers, agents or employees, for which it or they are legally liable. Nor shall it be construed as a limitation of Contractor's duties or liabilities under Section IV of this Agreement.

XII. LENGTH OF AGREEMENT

The term of this Agreement shall be from _____, 2022 through _____, 2025, unless otherwise modified in writing by the parties. The County and City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this Agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of this Agreement without sixty (60) days advance notice. The County's and City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the County and City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the County and City. The Agreement shall be for a 3-year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

XIII. BREACH, EVENTS OF DEFAULT AND REMEDIES

A. Default, Notice to Cure and Termination

All terms and conditions of this Agreement are considered material and failure of either party to perform any of the conditions required to be performed by such party shall be considered a breach of the Agreement. Should either party fail to perform any of its duties hereunder, the non-defaulting party shall have the right to terminate this

Agreement after fifteen (15) days written notice to the defaulting party specifying the defect in performance of the Agreement, but only if the defaulting party fails to remedy the violation within said fifteen (15) day period, or provide written assurances satisfactory to the non-defaulting party that the violation shall be seasonably remedied.

B. Cumulative Remedies

All remedies available to either party under this Agreement shall be deemed cumulative of any other remedy otherwise available at law, in equity or under the Agreement.

C. Bankruptcy and Insolvency

The Agreement shall terminate, upon written notice of the County or City, if Contractor:

1. Admits in writing that it is unable to pay its debts as they become due;
2. Applies for or agrees to the appointment of a receiver, trustee or liquidation or a substantial part of its property;
3. Makes a general assignment for the benefit of creditors;
4. Files a voluntary petition in bankruptcy, or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law;
5. Is a party against whom a petition under any bankruptcy law is filed and such party admits the material allegations in such petition filed against it; or
6. Is adjudicated as bankrupt under any bankruptcy law.

D. Force Majeure

Neither Contractor nor County/City shall be liable for failure to perform their duties under this Agreement, or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident or Act of God, including inclement weather or other similar contingency beyond the reasonable control of Contractor or County/City.

XIV. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the County/City and the ability to adhere to this Agreement with the County and City. Any company performing County-directed or City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the County or City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for its employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug-free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the County and City.

XV. MISCELLANEOUS

A. Contractor's Investigation; Waiver of Claims

Contractor expressly acknowledges that, in signing this Agreement, it relied upon its own investigation of the requirements of this Agreement and of the power and authority of the County/City in connection with this Agreement and that it will not, at any time, set up against the County/City any claim that any provision, condition or term of this Agreement is unreasonable, arbitrary or void or that Contractor or County/City had no power or authority to enter into this Agreement.

B. Non-Waiver

Failure by a party to insist on the strict performance of any of the provisions in this Agreement, or to exercise any of the rights or remedies accruing pursuant to this Agreement upon default or failure to perform, shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation under this Agreement, or to exercise any right or remedy occurring as a result of any future or continued default or failure to perform.

C. Assignments and Cancellation of Agreement

This Agreement shall not be assigned or transferred by Contractor without prior written consent of the County/City, and, further, no work shall be sublet without the prior written consent of the County/City. The County/City has the unilateral right to cancel the Agreement upon thirty (30) days written notice if Contractor sells its business and/or changes senior management. The County or City may also cancel the Agreement for failure to perform and unsatisfactory service, provided, however, reasonable opportunity is allowed to correct unsatisfactory service, or for other good and sufficient reason.

D. Notices: Method of Delivery

Whenever in this Agreement it shall be required or permitted that notice be given by either party to the other, such notice shall be given in writing to the following:

If to the County:
Sheriff Mark Landers
Logan County Sheriff's Office
601 Broadway Street
Lincoln, Illinois 62656

If to the Contractor:

With Copies to:
Logan County Board
601 Broadway Street
Lincoln, Illinois 62656

Bradley M. Hauge
Logan County State's Attorney
601 Broadway Street
Lincoln, Illinois 62656

If to the City:
Chief Matt Vlahovich
Lincoln Police Department
710 5TH Street
Lincoln, Illinois 62656

John Hoblit
Lincoln City Attorney
700 Broadway Street
Lincoln, Illinois 62656

1. Any notices required or permitted to be given by either party to the other under this Agreement may be transmitted in any of the following four (4) ways:
 - a. By personal delivery, in which case they are deemed given when delivered.
 - b. By delivery by Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when delivered to such service.
 - c. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given when so deposited in the U.S. Mail.
 - d. By facsimile transmission or e-mail, where the sender's transmittal log or e-mail shows successful transmission to all recipients and with a hard copy on the same date mailed to all recipients by first class mail, postage prepaid, in which case notice shall be deemed given on the date of the facsimile or e-mail transmission.
2. Either party may change the address to which notices for such party are to be sent by giving notice of such change to the other party in the manner provided above.

E. Contractors Communication with County

Unless Contractor is notified otherwise, or unless this Agreement provides otherwise, all correspondence and contact between the County/City and Contractor shall be made through the Sheriff/Lincoln Police Department or such other person as may be designated by the Agreement or the Sheriff to handle a particular matter relating to the Agreement.

F. Modification and Amendment

This Agreement may be modified or amended only by a written instrument signed on behalf of both the County/City and Contractor.

G. Interpretation

Unless otherwise specified, the following rule of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or

delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (vii) the singular use of words includes the plural where appropriate; and (viii) if any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

H. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties.

I. Cooperation

The County/City and Contractor each acknowledge the working nature of this Agreement and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by the Agreement.

J. Severability

If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part of the Agreement and any provision not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders the Agreement meaningless or grossly inequitable.

K. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal action relating to the Agreement shall be in the Circuit Court of Logan County, Illinois.

L. Legal Expenses

In the event of any action at law or equity in relation to this Agreement, the prevailing party shall be entitled to recover a reasonable sum for the attorneys' fees that are incurred as a result of such action.

M. Challenge to Legality of Agreement

In the event an action is filed at law or in equity which challenges the validity of this Agreement, the County shall have the right to terminate the Agreement by giving thirty (30) days' notice to Contractor, unless Contractor, within such 30 day period, agrees to reimburse the County for any reasonable attorneys' fees and other costs and expense the County incurs in defending against such action and agrees to indemnify the County for any liability the County might incur as a result of such action.

N. Independent Contractor

The relationship created between the County and Contractor by this Agreement is that of independent contractor. The provisions of this Agreement shall not be construed in such a way as to constitute an employer-employee relationship, as joint venturers or partners or to make either party the agent of the other or to make either party liable for the debts of the other.

O. Number of Copies

This Agreement may be executed in a number of copies, each of which shall be considered to be an original for all purposes.

P. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, subject to the provisions of this Agreement which restrict Contractor's right to assign the Agreement and enter into subcontracts.

XVI. SIGNATURE

The Logan County Sheriff's Office and Lincoln Police Department have caused this Agreement to be executed by its proper authority granted by the Illinois Compiled Statutes has signed this Agreement by the Logan County Sheriff (or designee) and the Lincoln Police Department (or designee).

LOGAN COUNTY SHERIFF

LINCOLN POLICE DEPARTMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

TOWING AND STORAGE SERVICES

A. All types of vehicle tows – Charges to vehicle owner	Pounds by Registration (GVWR)	
	Up to 12,000	12,000–40,000
Base tow – arrest, motor assist	<u>\$160.00</u>	<u>\$180.00</u>
Crash tow	<u>\$175.00</u>	<u>\$200.00</u>
Winching charges (per half hour; expressly forbidden to charge winch fee for a base tow; used when a vehicle can be driven from scene)	<u>\$50.00</u>	<u>\$50.00</u>
Roll over/upright services (per occurrence)	<u>\$50.00</u>	<u>\$125.00</u>
Per bag or partial bag of oil dry used (charge noted will be billed equally to all parties. Example: \$20.00 charge for 1 bag of oil dry at 2 vehicle collision. Each party billed for \$10.00).	<u>\$20.00</u>	<u>\$20.00</u>
Per day per vehicle for outside storage**	<u>\$30.00</u>	<u>\$30.00</u>
Per day per vehicle for inside storage**	<u>\$40.00</u>	<u>\$40.00</u>
Per mile if not towed to contractor’s place of business	<u>\$3.00</u>	<u>\$3.00</u>
Any towed vehicle that requires an additional person	<u>\$75.00</u>	<u>\$75.00</u>
Abnormal clean-up, spilled cargo (per half hour)	<u>\$50.00</u>	<u>\$50.00</u>
Stand By – per 30 minutes – (After the first 30 minutes on scene)	<u>\$30.00</u>	<u>\$30.00</u>
B. Emergency road service (jump start, tire change, etc.) no tow involved:		
Per service call	\$80.00	
C. After hour’s vehicle release (Gate Fee)		
Per release	\$50.00	

**Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges will be charged to the County for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges will be deducted from the monies derived from the sale of the vehicle. If the amount for abandoned vehicle does not equal the cost of the storage fees, the contractor agrees such costs will be absorbed by the contractor and will not be charged to the County.

Major Credit Cards need to be accepted. Towing agencies are called for service on a rotating basis as needed by the Sheriff’s Office. Rates apply seven days a week, 24 hours a day, holidays included.

LEGAL REGULATIONS AND RESPONSIBILITIES TO PUBLIC

Certification That Contractor Will Maintain Sexual Harassment Policy

Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Equal Employment Opportunity

In the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights' Rules and Regulations, Contractor may be declared ineligible for future contracts or subcontracts with the County, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Agreement, Contractor shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender-related identity, marital status, pregnancy, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender-related identity, marital status, pregnancy, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D. Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with the Act and the Rules and Regulations, Contractor will promptly notify the Department of Human Rights and the County and will recruit employees from other sources when necessary to fulfill its obligations under this Agreement.

- E. Submit reports as required by the Department of Human Rights' Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the County, and in all aspects comply with the Act and the Department's Rules and Regulations.
- F. Permit access to all relevant books, records, accounts and work sites by personnel of the County and the Department for purpose of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- G. Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed so that such provisions of this Agreement will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractor; and further, it will promptly notify the County and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Certification That Contractor Will Not Maintain Segregated Facilities

Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments and shall not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used herein, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this paragraph from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the Equal Opportunity clause, and that it will retain such certifications in its files.

Contractor's Certification

Contractor shall submit to the County a Contractor's Certification in the form provided by the County. Contractor shall certify the following:

- A. Illinois Taxes. That its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of revenue in accordance with 65 ILCS 5/11-42.1-1.
- B. Bid Rigging. That its shareholder holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of

state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, and as amended from time to time.

C. Drug-Free Workplace. Contractor certifies that, pursuant to the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*, that it will provide a drug-free workplace act by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition; and
 - c. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug-free awareness program to inform employees about.
 - a. The dangers of drug abuse in the workplace;
 - b. Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection C (1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.
4. Notifying the County within ten (10) days after receiving notice under subparagraph C (1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

- D. Education Loan. That its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default as defined in 5 ILCS 385/2, on an educational loan as defined in 5 ILCS 385/1.
- E. Human Rights Number. That it has an Illinois Department of Human Rights pre-qualification number or has a properly completed application for a Department pre-qualification number on file with the Department, as provided in 44 Illinois Administrative Code 750.210.
- F. Prohibited Interest in Contact. That:
1. No County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, the spouse or dependent child of a County officer or a beneficiary is a holder of any interest in Contractor; or
 2. No County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of more than one percent (1%) of Contractor; however, if any County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of less than one percent (1%) of Contractor, Contractor has disclosed to the County in writing the name(s) of the holder of such interest.
- G. Gift Ban
1. That no officer or employee of the County has solicited any gratuity, discount, entertainment, hospitality, loan forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
 2. That Contractor has not given to any officer or employee of the County any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of the employee or officer.
- H. Patriot Act. That neither Contractor nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity names as a Specially Designated National and Blocked person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocker Person and that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity names as a Specially Designated National and Blocked Person.
- I. Certification Form. Contractor shall annually submit to the County Contractor's certifications as required in Attachment B to this Agreement, in the attached in Attachment C.

CONTRACTOR'S CERTIFICATION

I _____ hereby certify that I am the _____ of _____ ("Contractor") and as such hereby represent and warrant to the County of Logan, Illinois, as a condition of any agreement with the County of Logan, Illinois, that Contractor, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

- A. Not delinquent in the payment of taxes to the Illinois Department of Employment security or the Illinois Department of revenue in accordance with 65 ILCS 5/11-42.1-1;
- B. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961, and as amended from time to time (720 ILCS 5/33E-3 and 5/33E-4); and
- C. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, Contractor hereby represents and warrants to the County of Frankfort, Illinois, as a condition of any agreement with the County of Frankfort, Illinois, that Contractor is under no legal prohibition on contracting with the County, has no known conflicts of interest, and further certifies that:

- A. Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - 1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Contractor's workplace;
 - b. Specifying the actions that will be taken against employee for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;

- b. Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program;
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 4. Notifying the County within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. It has an Illinois Department of Human Rights pre-qualification number or has properly completed application for a Department pre-qualification number on file with the Department, as provided for in 44 Illinois Administrative Code 750.210.
- C. No County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of any interest in Contractor; or, no County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of more than one percent (1%) of Contractor, but if any County officer, spouse or dependent child of a County officer, agent on behalf of any County office or trust in which a County officer, spouse or dependent child of a County officer or beneficiary is a holder of less than one percent (1%) of Contractor, Contractor has disclosed to the County in writing the name(s) of the holder of such interest.
- D. No officer or employee of the County has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Contractor.
- E. Contractor has not given to any officer or employee of the County any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements

related to or attributable to the government employment or the official position of the employee or officer.

- F. Neither Contractor nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity names as a Specially Designated National and Blocked person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocker Person and that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity names as a Specially Designated National and Blocked Person.

If any certification made by Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, Contractor shall so notify the County in writing within seven (7) days.

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF LOGAN)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certifies that _____, known to me to be the _____ of oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of _____.

Dated: _____

Notary Public