



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED

## AGENDA

VIRTUAL MEETING – ZOOM

[WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE](http://WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE)

(WINNEBAGO COUNTY YOU TUBE LIVE)

Thursday, April 23, 2020

6:00 p.m.

1. Call to Order ..... Chairman Frank Haney
2. Agenda Updates ..... Chairman Frank Haney
3. Roll Call ..... Clerk Lori Gummow
4. Invocation ..... Board Member Jaime Salgado
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentation – COVID-19 Update
6. Public Comment ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. Board Member Correspondence ..... Board Members
8. Chairman’s Report ..... Chairman Frank Haney
9. Announcements & Communications ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
10. Consent Agenda..... Chairman Frank Haney
  - A. Raffle Report
  - B. Bills
  - C. Approval of March 19, 2020 Special Board minutes
11. County Administrator’s Report..... Interim County Administrator Steve Chapman

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

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

- A. Finance Committee.....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report
  - 2. Budget Allocation Amendment 2020-018 Star Com Cost to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

  - 1. Z-02-20 A map amendment to rezone +/- 1.31 acres from the AG, Agricultural Priority District to the CC, Community Commercial District for the property that is commonly known as 2053 N. Winnebago Road, Winnebago, IL 61088 in Winnebago Township, District 1 to be laid over.
  - 2. Z-03-20 A map amendment to rezone +/- 1.12 acres from the RR, Rural Residential District (a sub-district of the RA District) to the CN, Neighborhood Commercial District for the property that is commonly known as 6812 Harrison Avenue, Rockford, IL 61108 in Rockford Township, District 8 to be laid over.
  - 3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Permissible Uses in Select Residential Districts to be laid over.
  - 4. Committee Report
- C. Economic Development Committee.....**Jas Bilich, Committee Chairman**
  - 1. Committee Report
- D. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Awarding Landscaping and Grounds Maintenance Services
- E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
  - 2. (20-010) Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Winnebago and the Village of Roscoe for the purpose of Completing a Traffic/Intersection Design Study for the Intersection of Rockton (CH 9) and Willow Brook Roads (Section 20-00672-00-ES)  
Total Cost: \$38,200 C.B. District: 4  
WC Cost: \$19,100  
Vlg. Of Roscoe: \$19,100
  - 3. (20-011) Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Fehr Graham and the Appropriation of MFT Funds for the Purpose of Completing a Traffic/Intersection Design Study for the Intersection of Rockton (CH 9) and Willow Brook Roads. (Section 20-00672-00-ES)  
Total Cost: \$38,200 C.B. District: 4

- WC Cost: \$19,100  
Vlg. Of Roscoe: \$19,100
4. (20-012) Resolution Authorizing the Award of Bid for the 2020 County General Letting  
Cost: \$ **See Bid Tab** C.B. District: County Wide
  5. (20-013) Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways  
Cost: \$ **8,513,500** C.B. District: County Wide
  6. (20-014) Resolution Authorizing the Award of Bid for Culvert Replacement on Montague and Kishwaukee Roads (Section 20-00000-01-GM)  
Cost: \$ **168,024.21** C.B. District: 1 & 9
  7. (20-015) Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Willett Hofmann & Associates, Inc. and the Appropriation of MFT Funds for the Purpose of Completing Contract Plans for Culvert Repair on East Riverside Blvd. (CH 55) (Section 20-00673-00-BR)  
Eng. Cost: \$ 31,183 C.B. District: 17 & 20
  8. (20-016) Resolution Authorizing the Award of Bid for the 2020 Township Seal Coating Program  
WC Cost: \$00.00
  9. (20-017) Resolution Rejecting Bids for Perryville Road Patching from Daimler Road to South of Harrison Avenue (Section 20-00000-04-GM)  
Cost: \$ **00.00 - REJECTION** C.B. District: 8 & 11
  10. (20-018) Resolution Authorizing the Award of a Bid for Baxter Road Widening and Resurfacing I-39 to East of Mulford and Mulford Road Widening and Resurfacing Baxter Road to Winnebago County Line.  
(Section: 14-00563-00-WR)  
Cost: \$ **3,382,826.77** C.B. District: 9
- F. Public Safety Committee..... **Aaron Booker, Committee Chairman**
1. Committee Report
  2. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence and Stalking Program
  3. Resolution Approving Subcontractors Agreement for County of Winnebago Problem Solving Courts
  4. Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners
  5. Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response (2nd Extension)
  6. **Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to May 31, 2020**
- G. Personnel and Policies Committee..... **David Fiduccia, Committee Chairman**
1. Committee Report

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

15. New Business.....Chairman Frank Haney
- A. County Board District #4 Appointment
  - B. County Board District #4 – Next Steps

16. Adjournment ..... Chairman Frank Haney

Next Meeting: Thursday, May 14, 2020



# **CHAIRMAN'S REPORT**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: April 23, 2020

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Application and Amendments to Facility Operating Licenses and Combined Licenses Involving No Specific Hazards Considerations.
  - b. Pre-Application Meeting with Exelon Generation Company, LLC (Exelon) Regarding Deferral of Owner's Activity Report Submittal
2. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for April 2020.

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
2 different organizations for 3 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30384	1	TEBALA SHRINERS	05/01/2020-11/28/2020	\$ 17,985.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30385	1	MILESTONE ROCVALE FOUNDATION	04/24/2020-04/14/2021	\$ 5,000.00
30386	1	MILESTONE ROCVALE FOUNDATION	04/24/2020-04/14/2021	\$ 5,000.00

This concludes my report,

Deputy Clerk

Kayla Hilliard

LORI GUMMOW  
Winnebago County Clerk

Date

23-Apr-20

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:


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

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	3,748,811.62
101	PUBLIC SAFETY TAX	1,918,002.68
103	DOCUMENT STORAGE FUND	26,444.99
104	TREASURER'S DELINQUENT TAX FU	3,865.28
105	VITAL RECORDS FEE FUND	2,520.65
106	RECORDERS DOCUMENT FEE FUND	55,830.14
111	CHILDREN'S WAITING ROOM FUND	60.62
112	RENTAL HOUSING FEE FUND	22,356.00
114	911 OPERATIONS FUND	313,213.81
115	PROBATION SERVICE FUND	13,962.83
116	HOST FEE FUND	35,500.00
126	LAW LIBRARY	7,297.89
129	COUNTY AUTOMATION FUND	144,863.95
131	DETENTION HOME	211,532.24
145	FORECLOSURE MEDIATION FUND	4,853.51
155	MEMORIAL HALL	11,918.76
158	CHILD ADVOCACY PROJECT	34,221.58
161	COUNTY HIGHWAY	241,849.95
162	COUNTY BRIDGE FUND	58,490.62
164	MOTOR FUEL TAX FUND	192,719.10
165	TOWNSHIP HIGHWAY FUND	4,396.95
181	VETERANS ASSISTANCE FUND	8,065.48
185	HEALTH INSURANCE	859,713.94
192	EMPLOYER SOCIAL SECURITY FUND	343,798.51
193	ILLINOIS MUNICIPAL RETIRE	450,559.70
194	TORT JUDGMENT & LIABILITY	91,315.42
244	2012A GO DEBT CERTIFICATES	428.00
246	2012C ALT REFUNDING BONDS	428.00
247	2012D ALT REFUNDING BONDS	428.00
301	HEALTH GRANTS	650,981.72
302	SHERIFF'S DEPT GRANTS	153,944.02
303	STATE'S ATTORNEY GRANT	11,919.97
304	PROBATION GRANTS	75,353.99
307	COMMUNITY DEVELOPMENT GRANTS	3,500.00
309	CIRCUIT COURT GRANT FUND	104,699.59
401	RIVER BLUFF NURSING HOME	1,318,171.09
410	ANIMAL SERVICES	170,018.36
420	555 N COURT OPERATIONS FUND	8,180.23
430	WATER FUND	6,518.16
501	INTERNAL SERVICES	69,783.76

TOTAL THIS REPORT

11,380,521.11

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 23rd day of April 2020 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

**SPECIAL MEETING OF THE  
WINNEBAGO COUNTY BOARD  
MARCH 19, 2020**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 19, 2020 at 6:01 p.m.
2. Chairman Haney announced the following Agenda Changes:

**UNDER PERSONNEL AND POLICIES COMMITTEE**

Please remove Item 2. Resolution Adopting Quarantine/Isolation Policy

3. Roll Call: 17 Present. 2 Absent. (Board Members Bilich, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Members Fiduccia and Wescott were absent.)
4. County Board Member Hoffman gave the invocation and led the Pledge of Allegiance.

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

5.     Awards                 -     None
- Proclamations     -     None
- Presentations     -     None

**PUBLIC COMMENT**

6.     None.

**BOARD MEMBER CORRESPONDENCE**

7.     Board Member Webster changed his vote to a no vote on a previous Budget Amendment regarding the Sheriff's Department. Discussion by Chairman Haney.

Board Member Goral thanked County Clerk Gummow and her staff for the hard work and efficiency on Election Day.

**CHAIRMAN'S REPORT**

8.     Chairman Haney does not anticipate a physically full Board Meeting with all Board Members for the next County Board Meeting.



Chairman Haney announced there are two items that we need to take action on at the upcoming Board Meeting regarding inmate medical and a standard operating procedure when a Board Member vacates.

### **REPORTS FROM STANDING COMMITTEES**

#### **PUBLIC SAFETY**

9. Board Member McDonald made a motion to approve a Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response, seconded by Board Member Hoffman. Discussion by Board Member Haney. Motion was approved by a roll call vote of 17 yes and 0 no votes. (Board Members Fiduccia and Wescott were absent.)

Chairman Haney spoke of a potential discussion with the Governor's Office regarding emergency small business loan funding. Discussion by Board Members Schultz and Goral.

#### **PERSONNEL AND POLICY COMMITTEE**

10. No Report.

#### **UNFINISHED BUSINESS**

11. None.

#### **NEW BUSINESS**

12. None.
13. Chairman Haney entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Member Fiduccia and Wescott were absent.) The meeting was adjourned at 6:18 p.m.

Respectfully submitted,

  
Lori Gummow  
County Clerk

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# **ADMINISTRATOR'S REPORT**

# **DEPARTMENT HEAD UPDATES**

# **FINANCE COMMITTEE**

**2020 Fiscal Year**

Finance: April 16, 2020

Lay Over: April 23, 2020

Sponsored by:

**Final Vote: May 14, 2020**

Jaime Salgado, Finance Committee Chairman

## **2020 CO**

**TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2020 and recommends its adoption.

### **ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

**WHEREAS**, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

#### **2020-018 Amendment**

**Reason:** To Allocate Starcom cost to the proper departments

**Alternative:**

**Impact to fiscal year 2020 budget:** \$0

**Revenue Source:** N/A

<b><u>Acct Description</u></b>	<b><u>Org</u></b>	<b><u>Obj</u></b>	<b><u>Prj</u></b>	<b><u>Debit (Credit)</u></b>
<b>Expense:</b>				
Capital Lease Payment	41400	45120		\$88,072.53
Interest on Debt	41400	45210		\$15,037.57
Capital Lease Payment	43100	45120		\$17,918.58
Interest on Debt	43100	45210		\$3,059.43
Capital Lease Payment	77000	45120		\$7,927.61
Interest on Debt	77000	45210		\$1,353.57
Capital Lease Payment	13500	45120		(\$113,918.72)
Interest on debt	13500	45210		(\$19,450.57)

**Total Adj**

**\$0**

**2020  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT**

DATE SUBMITTED:		4/16/2020	AMENDMENT NO: 2020-018				
DEPARTMENT:		911/Animal Control/Juv Detention	SUBMITTED BY: Steve Chapman				
FUND#:		Various	DEPT. BUDGET NO.				
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
41400	45120	Capital Lease Payment	\$0	\$0		\$88,073	\$88,073
41400	45210	Interest on Debt	\$0	\$0		\$15,038	\$15,038
43100	45120	Capital Lease Payment	\$0	\$0		\$17,919	\$17,919
43100	45210	Interest on Debt	\$0	\$0		\$3,059	\$3,059
77000	45120	Capital Lease Payment	\$0	\$0		\$7,928	\$7,928
77000	45210	Interest on Debt	\$0	\$0		\$1,354	\$1,354
13500	45120	Capital Lease Payment	\$371,370	\$0		(\$113,919)	\$257,451
13500	45210	Interest on Debt	\$61,870	\$0		(\$19,451)	\$42,419
Revenue							
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
Allocated Starcom capital payments and interest cost to the proper departments.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget: \$0							
None							
Revenue Source: N/A							

**(AGREE)**

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

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

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ATTESTED BY:

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

\_\_\_\_\_  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# **ZONING COMMITTEE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
April 23, 2020

**Zoning Committee.....Jim Webster, Committee Chairman**

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. Z-02-20 A MAP AMENDMENT TO REZONE +/- 1.31 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE CC, COMMUNITY COMMERCIAL DISTRICT, requested by Winnebago Animal Clinic, Inc., property owner, represented by Dr. Jared Williams, Veterinarian, for the property that is commonly known as 2053 N. Winnebago Road, Winnebago, IL 61088 in Winnebago Township.  
PIN: 14-04-100-003 C.B. District: 1  
Les Rating: Moderate Consistent W/2030 LRMP – Future Map: YES  
**ZBA Recommends: APPROVAL (6-0)**  
**ZC Recommends: TBD**
  2. Z-03-20 A MAP AMENDMENT TO REZONE +/- 1.12 ACRES FROM THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE CN, NEIGHBORHOOD COMMERCIAL DISTRICT, requested by Michael T. Castronovo, property owner, for the property that is commonly known as 6812 Harrison Avenue, Rockford, IL 61108 in Rockford Township.  
PIN: 12-34-453-021 C.B. District: 8  
Les Rating: N/A Consistent W/2030 LRMP – Future Map: NO  
**ZBA Recommends: APPROVAL (6-0)**  
**ZC Recommends: TBD**
  3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Permissible Uses in Select Residential Districts  
**ZC Recommends: TBD**
- 
4. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
    - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **May 13, 2020**, at 5:30 p.m. in Room 303 of the County Administration Building.

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Sponsored by: Keith McDonald  
Submitted by: Operations & Administrative Committee

2020 CR

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**RESOLUTION AWARDING LANDSCAPING AND GROUNDS MAINTENANCE SERVICES**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section; and

**WHEREAS**, competitive bids were received for solicitation **20B-2199** on April 7, 2020 for the following:

**LANDSCAPING AND GROUNDS MAINTENANCE**

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned equipment and recommends awarding contract as follows:

**B.L. WELLWOOD SERVICES, INC.**  
**1922 7<sup>TH</sup> STREET**  
**ROCKFORD, ILLINOIS 61103**

**See Bid Tab for Pricing (RESOLUTION EXHIBIT A)**

**WHEREAS**, the Operations & Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

**VARIOUS ACCOUNTS**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that County purchase orders be issued to B.L. WELLWOOD SERVICES, INC., 1922 7<sup>TH</sup> STREET, ROCKFORD, IL. 61103

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Facilities Manager, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

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

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

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

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

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JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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JOE HOFFMAN

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

\_\_\_\_\_  
DOROTHY REDD

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DOROTHY REDD

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

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

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

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**RESOLUTION EXHIBIT A**

**BID TAB**  
**LANDSCAPING AND GROUNDS MAINTENANCE IFB 20B-2199**  
**BID OPENING 4/7/20- 11:00 AM**

<b>VENDOR</b>	<b>MARBROS CO.</b>	<b>B.L. WELLWOOD SERVICES INC.</b>	<b>AT &amp; T LAWN CARE &amp; LANDSCAPING, INC.</b>	<b>LAWN CARE BY WALTER, INC.</b>
<b>Full-Season Landscaping Services price; labor, equipment, and materials:</b>	\$110,500.00	<b>\$34,886.00</b>	\$37,400.00	\$62,345.00
<b>Supplementary Landscaping &amp; Maintenance Services- Hourly Rate</b>				
<b>Tree placement or removal</b>	\$120.00	<b>\$19.00</b>	\$250.00	\$50.00
<b>Shrub placement or removal</b>	\$120.00	<b>\$19.00</b>	\$75.00	\$50.00
<b>Sod replacement</b>	\$120.00	<b>\$19.00</b>	\$65.00	\$50.00
<b>Stump grinding</b>	\$120.00	<b>\$40.00</b>	\$130.00	\$100.00
<b>Bush hog work</b>	\$120.00	<b>\$34.00</b>	\$70.00	\$85.00
<b>Miscellaneous cleanup (storms,etc)</b>	\$100.00	<b>\$19.00</b>	\$70.00	\$50.00

**BID TAB**  
**LANDSCAPING AND GROUNDS MAINTENANCE IFB 20B-2199**  
**BID OPENING 4/7/20- 11:00 AM**

<b>VENDOR</b>	<b>LCU PROPERTIES INC.</b>	<b>CMM &amp; ASSOCIATES</b>	<b>LANGTON GROUP</b>	
<b>Full-Season Landscaping Services price; labor, equipment, and materials:</b>	\$42,420.00	\$96,500.00	\$83,050.00	
<b>Supplementary Landscaping &amp; Maintenance Services- Hourly Rate</b>				
<b>Tree placement or removal</b>	\$125.00	\$55.00	\$76.00	
<b>Shrub placement or removal</b>	\$90.00	\$55.00	\$76.00	
<b>Sod replacement</b>	\$85.00	\$55.00	\$76.00	
<b>Stump grinding</b>	\$85.00	\$110.00	\$84.00	
<b>Bush hog work</b>	\$100.00	\$90.00	\$86.00	
<b>Miscellaneous cleanup (storms,etc)</b>	\$75.00	\$55.00	\$67.00	

# **PUBLIC WORKS COMMITTEE**

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

**20-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO AND THE VILLAGE OF ROSCOE FOR THE PURPOSE  
OF COMPLETING A TRAFFIC/INTERSECTION DESIGN STUDY FOR THE  
INTERSECTION OF ROCKTON (CH 9) AND WILLOW BROOK ROADS  
(SECTION 20-00672-00-ES)**

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable Counties and Villages to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State; and

**WHEREAS**, Winnebago County has jurisdiction of Rockton Road (CH 9) while the Village of Roscoe has jurisdiction of Willow Brook Road; and

**WHEREAS**, recent commercial development at the intersection of Rockton Road (CH 9) and Willow Brook Road has caused severe traffic congestion, especially due to semi-trucks, which is limiting further development at this intersection; and

**WHEREAS**, the County of Winnebago and the Village of Roscoe are desirous that a Traffic and Intersection Design Study be done to provide possible solutions to the congestion at the Rockton and Willow Brook Roads intersection, for long term planning and as a means to acquire traffic data for a funding request for improvements at said intersection from the Illinois Department of Transportation and other State agencies; and

**WHEREAS**, the County of Winnebago agrees to be the lead agency and to contract professional engineering services to complete a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road; and

**WHEREAS** it is in the public interest to enter into the attached Intergovernmental Agreement with the Village of Roscoe to accomplish the purposes and objectives set forth therein.



**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago an Intergovernmental Agreement with the Village of Roscoe to complete a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road; and

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same; and

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

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Engineer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO AND THE VILLAGE OF ROSCOE FOR THE PURPOSE  
OF COMPLETING A TRAFFIC/INTERSECTION DESIGN STUDY FOR THE  
INTERSECTION OF ROCKTON (CH 9) AND WILLOW BROOK ROADS**

**THIS INTERGOVERNMENTAL AGREEMENT** ("AGREEMENT") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Winnebago, a body corporate and politic of the State of Illinois, (hereinafter referred to as "COUNTY"), and the Village of Roscoe, Illinois, a municipal corporation of the State of Illinois, (hereinafter referred to as "VILLAGE").

**WITNESSETH:**

**WHEREAS**, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.*, is authorized to enter into this Agreement; and

**WHEREAS**, the CITY by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this Agreement; and

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State; and

**WHEREAS**, the COUNTY has jurisdiction of Rockton Road (CH 9) while the VILLAGE has jurisdiction of Willow Brook Road; and

**WHEREAS**, recent commercial development at the intersection of Rockton Road (CH 9) and Willow Brook Road has caused severe traffic congestion, especially due to semi-trucks, which is limiting further development at this intersection; and

**WHEREAS**, the COUNTY and the VILLAGE are desirous that a Traffic and Intersection Design Study be done to provide possible solutions to the congestion at the Rockton and Willow Brook Roads intersection, for long term planning and as a means to acquire traffic data for a funding request for improvements at said intersection from the Illinois Department of Transportation and other State agencies; and

**WHEREAS**, the COUNTY agrees to be the lead agency and to contract professional engineering services to complete a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road; and

**NOW THEREFORE**, in consideration of the aforementioned recitals and mutual covenants contained herein, the VILLAGE and COUNTY hereto agree as follows:

**I. RECITALS.** The above recitals are hereby incorporated as if fully stated herein.

**II. SCOPE OF SERVICES.** COUNTY shall contract for professional engineering and other related services to analyze and compile the existing traffic data prepared by Kenig, Lindgren, O'Hara Aboona, Inc. (KLOA) into an all-encompassing Traffic Impact Study in accordance with Illinois Department of Transportation (IDOT) standards, including a Highway Capacity Software (HCS) analysis, to determine the existing Level of Services (LOS) of the subject intersection and the impact of that future development along Willowbrook Road and Rockton Road may have to the LOS. Said traffic study will include:

- A. Review and update the traffic data as provided. Prepare a drawing indicating the directional distribution of site-generated traffic approaching and departing the subject site. A table representing the trip distribution and an explanation of the rationale behind the trip distribution will be included.
- B. Capacity analysis in conformance with the most recent addition of the Highway Capacity Manual will be performed for the subject intersection. The HCS analysis will include projected conditions within the area of influence of the study. The analysis will determine the existing level of service, the proposed level of service, and adequacy of storage for the projected queue lengths for both the ultimate, as well as the interim design.
- C. The type and extent of traffic control measures needed for the subject intersections of Willowbrook Road and Rockton Road will be analyzed in the report. These will include, but are not limited to, regulatory signage, signalization and pavement markings.
- D. Consideration will be given to determine measures to minimize intersection or traffic signal improvements needed to advance initial development.
- E. Prepare a conclusion and recommendation section of the report summarizing the findings of the study, including all recommended improvements for the subject intersections for the full build-out condition as well as the interim design for submittal to IDOT District 2 and the Winnebago County Highway Department.
- F. Prepare an Intersection Design Study (IDS), utilizing the results from the traffic impact study, of the subject intersection for submittal to IDOT District 2 Bureau of Local Roads for review and approval and as the basics for future funding requests.

**III. TERMS OF AGREEMENT.**

**A. The COUNTY agrees:**

1. To enter into a contract with Fehr Graham Engineering & Environmental, at a not to exceed price of \$38,200.00, to prepare and complete a traffic study and IDS for the subject intersection as noted above; and
  2. To invoice the VILLAGE on a monthly basis at 50% of the work as invoiced by the consultant with the total VILLAGE share for the work being \$19,100.00.
- B. The VILLAGE agrees** to share equally with the COUNTY any and all costs related to said traffic study and IDS with the VILLAGE responsible for \$19,100.00, which is the VILLAGE's portion of the cost of the work. The VILLAGE shall reimburse the COUNTY for VILLAGE's portion of said costs within sixty (60) days of receipt of an invoice from the COUNTY.
- C. It is mutually agreed that:**
1. As part of the planning and design process, the VILLAGE shall review the traffic study and IDS on a timely basis commenting to the COUNTY about any design concerns and/or changes; and
  2. Final approval and acceptance of the traffic study and IDS shall be performed by the County Engineer on behalf of both the COUNTY and VILLAGE

**IV. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This AGREEMENT shall commence on the date of execution by both of the parties hereto and shall terminate when the IDS has been approved by the District Engineer, District 2, Illinois Department of Transportation.

**B. TERMINATION**

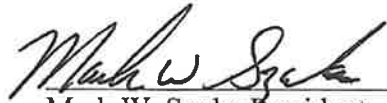
This AGREEMENT may be terminated by the VILLAGE upon giving notice in writing to the COUNTY. Upon such termination, the COUNTY shall cause to be delivered to the VILLAGE all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the VILLAGE. The VILLAGE shall be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

- V. SUCCESSORS AND ASSIGNS.** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- VI. EXTENT OF AGREEMENT.** This AGREEMENT represents the entire and integrated AGREEMENT between the VILLAGE and COUNTY and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this AGREEMENT may be waived, changed, or modified except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

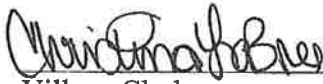
**The Village of Roscoe, an  
Illinois municipal Corporation.**



Mark W. Szula, President  
Village of Roscoe

PER RESOLUTION 2020-R07  
APPROVED 2-18-2020

Attest:



Village Clerk

**The County of Winnebago, an  
Illinois body politic and corporate.**

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

Attest:

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

**VILLAGE OF ROSCOE, ILLINOIS  
RESOLUTION NO. 2020-R07**

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF  
ROSCOE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH  
WINNEBAGO COUNTY TO FUND AN INTERSECTION DESIGN STUDY AT  
ROCKTON AND WILLOWBROOK ROADS.**

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

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois further provides that units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes the Village to enter into cooperation agreements with other units of local government; and

**WHEREAS**, the Winnebago County has jurisdiction of Rockton Road (CH 9) and the Village of Roscoe has jurisdiction of Willowbrook Road; and

**WHEREAS**, recent commercial development at the intersection of Rockton Road (CH 9) and Willowbrook Road has caused severe traffic congestion, especially due to semi-trucks, which is limiting further development at this intersection; and

**WHEREAS**, the County and the Village are desirous that a Traffic and Intersection Design Study be done to provide possible solutions to the congestion at the Rockton and Willow Brook Roads intersection, for long term planning, and as a means to acquire traffic data for a funding request for improvements at said intersection from the Illinois Department of Transportation and other State agencies; and

**WHEREAS**, the Winnebago County has agreed to be the lead agency and to contract professional engineering services to complete a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road; and

**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Roscoe as follows:

- 1) The Village President is authorized to sign an intergovernmental agreement with Winnebago County, Illinois to share in the costs for a **Traffic and Intersection Design Study at the intersection of Rockton Road**, such agreement to substantially similar to the agreement attached hereto as Exhibit "A", and to include terms substantially similar to the following:

- a. **Winnebago County agrees** to enter into a contract with Fehr Graham Engineering & Environmental, at a not to exceed price of \$38,200.00, to prepare and complete a traffic study and IDS for the subject intersection as noted above; and to invoice the VILLAGE on a monthly basis at 50% of the work as invoiced by the consultant with the total VILLAGE share for the work being \$19,100.00.
- b. **The Village of Roscoe agrees** to share equally with the COUNTY any and all costs related to said traffic study and IDS with the VILLAGE responsible for \$19,100.00, which is the VILLAGE's portion of the cost of the work. The VILLAGE shall reimburse the COUNTY for VILLAGE's portion of said costs within sixty (60) days of receipt of an invoice from the COUNTY.

2020-R07

1<sup>st</sup> Read: 2-18-2020

PASSED BY ROLL CALL VOTE ON:

NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee Michael Dunn	✓			
Trustee Carol Gustafson	✓			
Trustee Anthony Keene	✓			
Trustee Stacy Mallicoat	✓			
Trustee Susan Petty	✓			
Trustee Justin Plock	✓			
President Mark W. Szula				

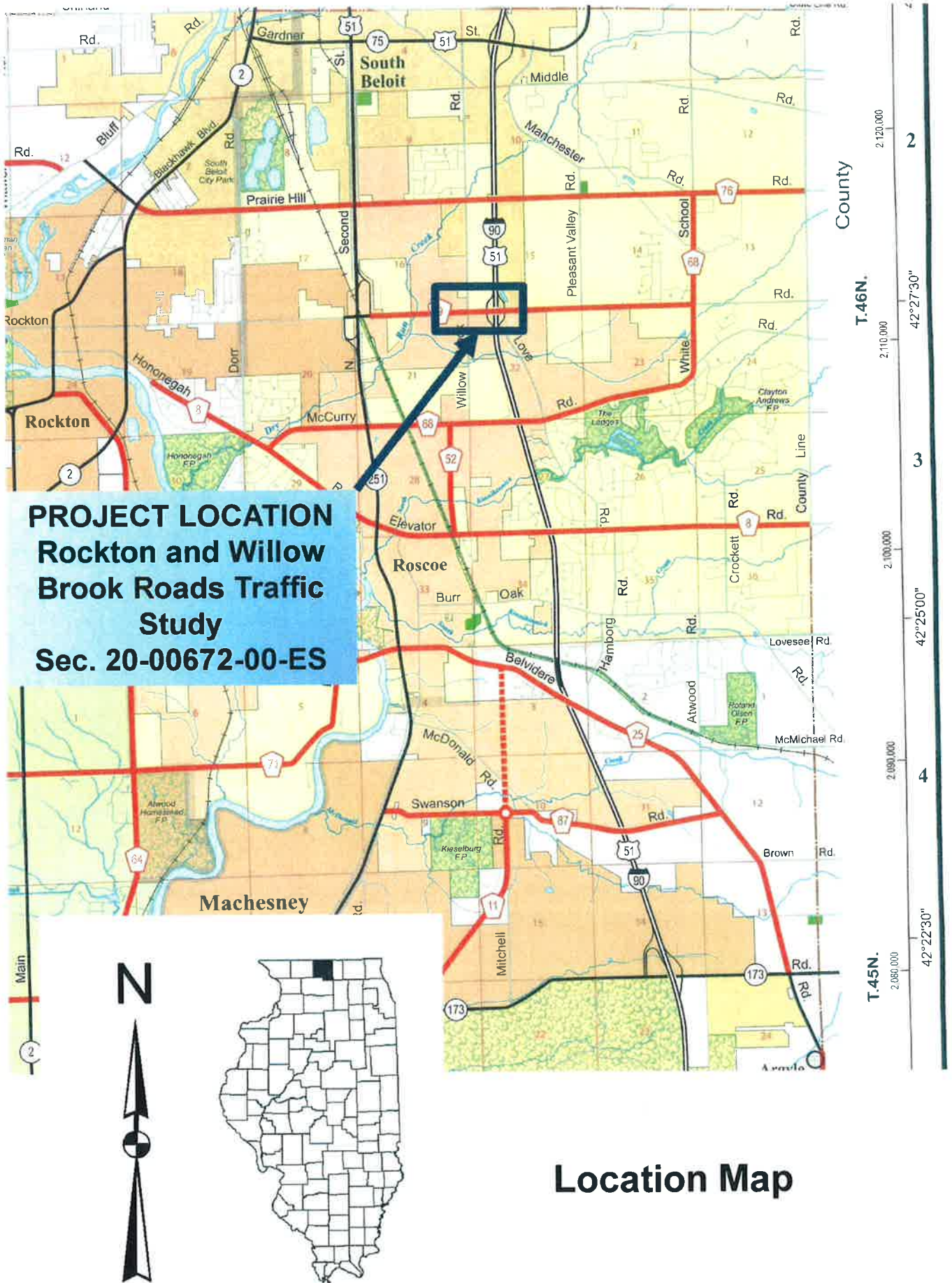
APPROVED FEBRUARY 18, 2020:

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK





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

**20-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH FEHR GRAHAM  
AND THE APPROPRIATION OF MFT FUNDS FOR THE PURPOSE OF  
COMPLETING A TRAFFIC/INTERSECTION DESIGN STUDY FOR THE  
INTERSECTION OF ROCKTON (CH 9) AND WILLOW BROOK ROADS  
(SECTION 20-00672-00-ES)**

**WHEREAS**, Winnebago County has jurisdiction of Rockton Road (CH 9) while the Village of Roscoe has jurisdiction of Willow Brook Road; and

**WHEREAS**, recent commercial development at the intersection of Rockton Road (CH 9) and Willow Brook Road has caused severe traffic congestion, especially due to semi-trucks, which is limiting further development at this intersection; and

**WHEREAS**, the County of Winnebago and the Village of Roscoe are desirous that a Traffic and Intersection Design Study be done to provide possible solutions to the congestion at the Rockton and Willow Brook Roads intersection, for long term planning and as a means to acquire traffic data for a funding request for improvements at said intersection from the Illinois Department of Transportation and other State agencies; and

**WHEREAS**, the County of Winnebago agrees to be the lead agency and to contract professional engineering services to complete a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road; and

**WHEREAS**, Fehr Graham has agreed to provide professional engineering services to prepare a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road for a not to exceed price of \$38,200.00, and the sum of \$38,200.00 needs to be appropriated from the Motor Fuel Tax fund to pay for this work; and

**WHEREAS** it is in the public interest to enter into the attached Preliminary Engineering Service Agreement for Motor Fuel Tax Funds for the purpose of completing a Traffic and Intersection Design Study at the intersection of Rockton Road (CH 9) and Willow Brook Road and to appropriate the sum of \$38,200 from the Motor Fuel Tax fund to pay for the work.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Preliminary Engineering Services Agreement for Motor Fuel Tax Funds with Fehr Graham at a not to exceed price of \$38,200.00 and that the sum of thirty-eight thousand two hundred dollars (\$38,200.00) is hereby appropriated via IDOT form BLR 09110, both in substantially the form attached hereto under Section 20-00672-00-ES; and

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same; and

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

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Engineer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
Dave Kelly

\_\_\_\_\_  
Dave Kelly

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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

Municipality	LOCAL A G E N C Y	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Fehr Graham
Township				Address 200 Prairie Street, Suite 208
County Winnebago				City Rockford
Section				State Illinois

THIS AGREEMENT is made and entered into this 16th day of January, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Willowbrook and Rockton Road Traffic Impact Study and Intersection Design Study

Route \_\_\_\_\_ Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_)

Termini \_\_\_\_\_

#### Description:

Complete a Traffic Impact Study and an Intersection Design Study as described in the December 6, 2019 proposal, attached as Exhibit A.

#### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a. ☒ Make such detailed surveys as are necessary for the preparation of an Intersection Design Study
  - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost	
Awarded Cost	Percentage Fees
Under \$50,000	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.



IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Winnebago County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_  
\_\_\_\_\_  
(Seal) Clerk By \_\_\_\_\_  
Title \_\_\_\_\_

Executed by the ENGINEER:

Fehr Graham

200 Prairie Street, Suite 208

ATTEST:

Rockford, Illinois 61107

By Angie Riggle / Angie Riggle By Mick Gronewold / Mick Gronewold  
Title Project Administrator Title Principal

**Approved**

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer



**EXHIBIT A**  
**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

December 6, 2019

Mr. Frank Hodina  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois 61101-5097

**Re: Proposal for Professional Services  
Traffic Impact Study and IDS - Willowbrook/Rockton Road Intersection and  
I-90/Rockton Road Ramps  
Roscoe, Illinois**

Dear Mr. Hodina:

We are pleased to provide you with this proposal for Professional Services associated with the potential modifications at the above-referenced intersections located near the eastern limits of the Village of Roscoe, Illinois. Based on conversations with the Village of Roscoe and the meeting held with the Winnebago County Highway Department, the following outlines our proposed scope of services, and fee to complete the tasks described.

**SCOPE OF SERVICES**

Traffic Impact Study

Fehr Graham will analyze and compile the traffic data provided by Winnebago County Highway Department into an all encompassing Traffic Impact Study in accordance with Illinois Department of Transportation (IDOT) standards, including a Highway Capacity Software (HCS) analysis, to determine the existing Level of Services (LOS) of the subject intersection and the impact of that future development along Willowbrook Road and Rockton Road may have to the LOS. Said traffic study will include:

- Review and update the traffic data as provided. Prepare a drawing indicating the directional distribution of site-generated traffic approaching and departing the subject site. A table representing the trip distribution and an explanation of the rationale behind the trip distribution will be included.
- Capacity analysis in conformance with the most recent addition of the Highway Capacity Manual will be performed for the subject intersection. The HCS analysis will include projected conditions within the area of influence of the study. The analysis will determine the existing level of service, the proposed level of service, and adequacy of storage for the projected queue lengths for both the ultimate, as well as the interim design.
- The type and extent of traffic control measures needed for the subject intersections of Willowbrook Road and Rockton Road will be analyzed in the report. These will include, but are not limited to, regulatory signage, signalization and pavement markings.
- Consideration will be given to determine measures to minimize intersection or traffic signal improvements needed to advance initial development.

- Prepare a conclusion and recommendation section of the report summarizing the findings of the study, including all recommended improvements for the subject intersections for the full build-out condition as well as the interim design for submittal to IDOT District 2 and the Winnebago County Highway Department.

Note: This proposal is based on the following assumptions:

- ♦ Existing traffic information prepared by KLOA is sufficient to prepare the traffic study and IDS, and that updated counts will not be required for this study.

#### Intersection Design Study

Utilizing the results from the traffic impact study as prepared and based on the site survey, Fehr Graham will prepare an IDS (Intersection Design Study) for the subject intersections for submittal to IDOT District 2 Bureau of Local Roads and the Winnebago County Highway Department for review and approval.

#### **EXCLUSIONS**

The following items are not included in the scope of services proposed here within:

- Preparation of plans, specifications and estimate of cost for intersection or signals.
- Design or permitting of other off-site utilities necessary to serve the site.
- Services related to wetland delineation activities or preparation of mitigation plans.
- Archeological investigations and studies.
- Improvement design drawings for the proposed development.
- Drainage calculations and reports.
- Preliminary and final platting of site.
- Preparation of easements and/or right-of-way documents necessary for off-site improvements.
- Economic and Environmental studies.
- Permit fees.
- Construction observation.

Any of the above services can be performed as an additional cost to the project.

#### **FEES**

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee:

Traffic Study	\$7,800
Intersection Design Study	\$30,400

Payment for the services rendered will be requested via an invoice prepared monthly.

## AUTHORIZATION

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign the authorization line below to include this proposed scope and fee in the existing contract (Fehr Graham Project 19-450) and the associated terms and general conditions.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We look forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact us.

Sincerely,



Mick W. Gronewold, PE  
Engineering Division Manager/Principal

MWG:cld

**Authorization:**

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

## SUPPLEMENT TO AGREEMENT PROVISIONS

### Winnebago County Willowbrook and Rockton Road Traffic Impact Study and Intersection Design Study

---

#### **The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated under The Engineer Agrees in paragraphs 1a, 1d, 2, 3, 4, 5 and 6 for a lump sum fee of \$38,200.
  2. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
  3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
    - a. Upon completion of detailed plans, special provisions, and estimate of cost - being the work required by paragraphs 1a and 1d, under The Engineer Agrees - to the satisfaction of the LA and their approval by the LA or DEPARTMENT, 100 percent of the total fee due under this AGREEMENT.
- By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1d, and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 1 of the LA AGREES. Traveling and other out-of-town pocket expenses will be reimbursed to the ENGINEER at his actual cost.
  5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of The Engineer Agrees) after they have been approved by the LA or DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
-



## Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original		20-00672-00-ES

BE IT RESOLVED, by the Board of the County  
Governing Body Type Local Public Agency Type  
of Winnebago Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
the Illinois Highway Code. Work shall be done by Contract  
Contract or Day Labor

**For Roadway/Street Improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Rockton & Willow Brook Intersection		CH 9		

**For Structures:**

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

**BE IT FURTHER RESOLVED,**

1. That the proposed improvement shall consist of

Preparing a traffic impact and intersection design study for intersection of Rockton Road (CH 9) and Willow Brook Roads in the Village of Roscoe.

2. That there is hereby appropriated the sum of thirty eight thousand two hundred  
Dollars ( \$38,200.00 ) for the improvement of  
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lori Gummow County Clerk in and for said County  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by  
Name of Local Public Agency  
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by  
Board of Winnebago at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

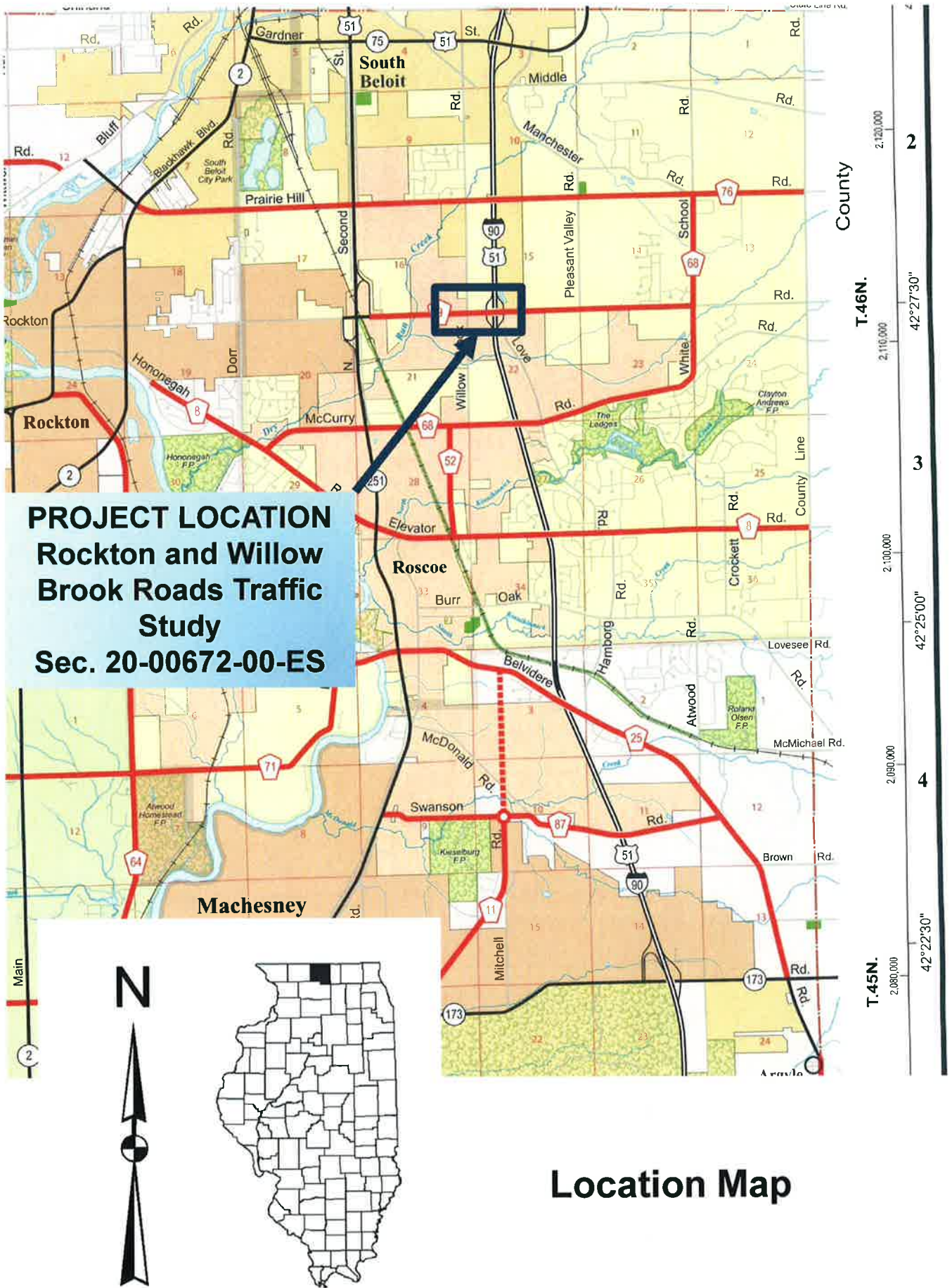
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature	Date

**Approved**

Regional Engineer Department of Transportation	Date



**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
20-CR-**

**Submitted by: Public Works Committee  
Sponsored by: Dave Tassoni**

**AWARD OF BID FOR THE 2020 COUNTY GENERAL LETTING**

**We, your Public Works Committee, report that bids were received on Monday, April 13, 2020 for materials to be used by the County Highway Department as shown on the attached bid tabulation. We recommend that the award, upon approval from IDOT, be made to the responsible low bidders as follows:**

**Group A-Culvert Pipes, Connecting Bands and Flared End Sections:**

Contech Engineered Solutions

**Group B-Bituminous Materials S.C. (HFP):**

Tri-State Asphalt, LLC

**Group C-Bituminous Materials S.C (HFE-90):**

Asphalt Sales Company

**Group F – UPM Patch Mixture:**

William Charles Construction

**NOTES:**

***Groups: D, E, G, H, I, J, K, L- will be awarded to all bidders based upon length of haul.***

***Groups: M & O- No Bids were received.***

**Bids from Core & Main (Groups A, AA, & AAA) and N-Trak Group. LLC (Groups D,G,H,J & L) were rejected due to not including bid checks with their bid.**

**Bids from Decker Supply Company, Inc. (Groups N, P, Q & S) and Wagner Aggregate Inc. (Groups D, G, I, J, & L) were rejected due to not including the required Addendums 1-5 in their bid.**



**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



**2020  
WCHD General Bid Letting  
April 13, 2020**

**CONTECH ENGINEERED  
SOLUTIONS**

1509 W MOUNT VERNON  
METAMORA, IL  
Low Bid- Group A

**METAL CULVERTS INC.**

711 Heringell Rd  
Jefferson City, MO

**METAMORA, IL**

**JEFFERSON CITY, MO**

Group	Item	2020 Est. Qty	U of M	Unit Price	Total	Unit Price	Total
A	Pipe Culvert Class C TY1 / 12"-30ft	3	EACH	316.00	945.00	264.30	792.90
A	Pipe Culvert Class C TY1 / 15"-30ft	13	EACH	339.00	4,407.00	332.70	4,325.10
A	Pipe Culvert Class C TY1 / 18"-30ft	10	EACH	480.60	4,806.00	395.10	3,951.00
A	Pipe Culvert Class C TY1 / 21"-30ft	4	EACH	485.00	1,940.00	457.50	1,830.00
A	Pipe Culvert Class C TY1 / 24"-30ft	13	EACH	655.00	8,515.00	658.50	8,560.50
A	Pipe Culvert Class C TY1 / 30"-30ft	2	EACH	1,065.00	2,130.00	808.50	1,617.00
A	Pipe Culvert Class C TY1 / 36"-30ft	10	EACH	1,249.60	12,496.00	964.20	9,642.00
A	Pipe Culvert Class C TY1 / 42"-30ft	2	EACH	1,134.00	2,268.00	1,568.40	3,136.80
A	Pipe Culvert Class C TY1 / 48"-30ft	2	EACH	1,760.00	3,500.00	1,766.80	3,573.60
A	Pipe Culvert Class C TY1 / 54"-30ft	6	EACH	2,050.00	12,300.00	2,037.00	12,222.00
A	Pipe Culvert Class C TY1 / 60"-30ft	2	EACH	2,310.00	4,620.00	2,657.40	5,314.80
A	Pipe Culvert Class C Type 1/ ERS 18"-30ft	10	EACH	430.00	4,300.00	418.90	4,188.00
A	Pipe Culvert Class C Type 1/ ERS 18"-20ft	2	EACH	288.00	676.00	279.20	558.40
A	Pipe Culvert Class C Type 1/ ERS 21"-30ft	4	EACH	474.00	1,896.00	487.20	1,948.80
A	Pipe Culvert Class C Type 1/ ERS 24"-30ft	5	EACH	665.00	3,325.00	693.90	3,469.50
A	Pipe Culvert Class C Type 1/ ERS 30"-30ft	5	EACH	815.00	4,075.00	843.90	4,219.50
A	Pipe Culvert Class C Type 1/ ERS 36"-30ft	6	EACH	1,004.00	6,024.00	1,005.60	6,033.60
A	Pipe Culvert Class C Type 1/ ERS 36"-20ft	4	EACH	670.00	2,680.00	670.40	2,681.60
A	Pipe Culvert Class C Type 1/ ERS 42"-30ft	2	EACH	1,460.00	2,900.00	1,615.20	3,230.40
A	Pipe Culvert Class C Type 1/ ERS 42"-20ft	2	EACH	969.00	1,938.00	1,076.80	2,153.60
A	Connecting Bands 12"	1	EACH	15.75	15.75	17.62	17.62
A	Connecting Bands 15"	6	EACH	20.00	120.00	22.18	133.08
A	Connecting Bands 18"	7	EACH	25.00	175.00	26.34	184.38
A	Connecting Bands 21"	3	EACH	30.00	90.00	30.50	91.50
A	Connecting Bands 24"	9	EACH	32.40	291.60	43.90	395.10
A	Connecting Bands 30"	2	EACH	45.00	90.00	53.90	107.80
A	Connecting Bands 36"	7	EACH	65.00	385.00	64.28	449.98
A	Connecting Bands 42"	2	EACH	80.00	160.00	104.56	209.12
A	Connecting Bands 48"	2	EACH	95.00	190.00	119.12	238.24
A	Connecting Bands 54"	4	EACH	105.00	420.00	135.80	543.20
A	Connecting Bands 60"	2	EACH	120.00	240.00	177.16	354.32
A	Connecting Bands ERS18"	3	EACH	22.00	66.00	27.92	83.76
A	Connecting Bands ERS21"	4	EACH	23.00	92.00	32.48	129.92
A	Connecting Bands ERS24"	4	EACH	36.00	144.00	46.26	185.04
A	Connecting Bands ERS30"	4	EACH	45.00	180.00	56.26	225.04
A	Connecting Bands ERS36"	6	EACH	60.00	360.00	67.04	402.24
A	Connecting Bands ERS42"	2	EACH	93.00	186.00	107.68	215.36
A	Flared End Sections 12"	6	EACH	68.00	348.00	44.25	265.50
A	Flared End Sections 15"	12	EACH	62.00	744.00	58.25	675.00
A	Flared End Sections 18"	10	EACH	70.00	700.00	72.85	728.50
A	Flared End Sections 21"	4	EACH	78.00	312.00	87.70	350.80
A	Flared End Sections 24"	12	EACH	85.00	1,020.00	108.70	1,304.40
A	Flared End Sections 30"	2	EACH	175.00	350.00	185.20	372.40
A	Flared End Sections 36"	4	EACH	280.00	1,120.00	299.65	1,198.60
A	Flared End Sections 42"	4	EACH	520.00	2,080.00	680.20	2,720.80
A	Flared End Sections 48"	2	EACH	560.00	1,120.00	776.90	1,553.80
A	Flared End Sections 54"	6	EACH	800.00	4,800.00	955.50	5,733.00
A	Flared End Sections 60"	2	EACH	960.00	1,900.00	1,433.25	2,866.50
A	Flared End Sections ERS 18"	6	EACH	68.00	408.00	60.90	365.40
A	Flared End Sections ERS 21"	8	EACH	70.00	560.00	74.10	592.80
A	Flared End Sections ERS 24"	8	EACH	80.00	640.00	87.25	698.00
A	Flared End Sections ERS 30"	8	EACH	170.00	1,360.00	162.80	1,302.40
A	Flared End Sections ERS 36"	4	EACH	270.00	1,080.00	241.75	967.00
A	Flared End Sections ERS 42"	4	EACH	460.00	1,800.00	434.70	1,738.80
					<b>109,187.35</b>		<b>110,846.48</b>

2020 WCHD General Bid Letting April 13, 2020				TRI-STATE ASPHALT, LLC 1362 Bungalow Rd Morris, IL Low Bid -Group B  MORRIS, IL		ASPHALT SALES COMPANY P.O. Box 1060 Jacksonville, IL Low Bid-Group C  UTICA, IL		BEVERLY MATERIALS 4151 Irene Rd Belvidere, IL  BELVIDERE		CURRAN CONTRACTING COMPANY 286 Memorial Ct Crystal Lake, IL  BELVIDERE		WILLIAM CHARLES CONSTRUCTION 590 Nimtz Rd Loves Park, IL  IRENE		WILLIAM CHARLES CONSTRUCTION 590 Nimtz Rd Loves Park, IL  AIRPORT	
Group	Item	2020 Est. Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B	Bit. Material S.C. (HFP)	291	TON	462.10	134,471.10										
C	Bit. Material S.C. (HFE-90)	773.5	TON			394.00	304,759.00								
D	S.C. AGG (CA-16) CR. Limestone	7322	TON					11.00	80,542.00			12.50	91,525.00		-
D	S.C. AGG (CA-16) CR. Pea Gravel													16.50	120,813.00
E	HMA Surface Course IL 9.5	17518	TON							47.00	823,346.00	47.00	823,346.00	48.00	840,864.00
F	UPM Cold Patch	540	TON											145.00	78,300.00
G	Road Stone, Gradadation CA-6	7500	TON					3.50	26,250.00			5.25	39,375.00		
G	Road Stone, Gradadation CA-6 (Recycled)														
H	Conglomerate DQ Rap(Recycled Bituminous)	500	TON							6.00	3,000.00				
I	Rip Rap #400	400	TON					21.00	8,400.00			21.50	8,600.00		
J	AG Lime	200	TON					0.50	100.00			0.50	100.00		
K	Fine Aggregate (Sand)	1500	TON											4.50	6,750.00
L	Ice Control AGG. 1/4" (CA-16) LS CHIPS	4000	TON									12.50	50,000.00		

				NORTHERN ILLINOIS 6799 Swanson Road Roscoe, IL 611073  BEDROCK		NORTHERN ILLINOIS 11200 North Main Rd Rockton, IL 61072  BLACKS		NORTHERN ILLINOIS 4781 Sandy Hollow Rockford, IL  SANDY HOLLOW		ROCK ROAD COMPANIES P.O. BOX 1818 Janesville, WI 53547  BELOIT, WI		ROCK ROAD COMPANIES P.O. Box 1818 Janesville, WI 53547  ROCKFORD, IL		MARTIN COMPANY 2456 E. Pleasant Grove Oregon, IL 61061  1318 IL Rt 64 E- Oregon 3499 TOWER RD-Byron	
Group	Item	2020 Est. Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B	Bit. Material S.C. (HFP)	291	TON				-								
C	Bit. Material S.C. (HFE-90)	773.5	TON				-								
D	S.C. AGG (CA-16) CR. Limestone	7322	TON	8.90	65,165.80	8.90	65,165.80								
D	S.C. AGG (CA-16) CR. Pea Gravel														
E	HMA Surface Course IL 9.5	17518	TON		-		-			44.00	770,792.00	44.00	770,792.00	55.00	963,490.00
F	UPM Cold Patch	540	TON		-		-								
G	Road Stone, Gradadation CA-6	7500	TON	5.75	43,125.00	5.75	43,125.00		-						
G	Road Stone, Gradadation CA-6 (Recycled)					5.50	41,250.00	5.50	41,250.00						
H	Conglomerate DQ Rap(Recycled Bituminous)	500	TON		-	5.00	2,500.00	5.50	2,750.00						
I	Rip Rap #400	400	TON		-		-								
J	AG Lime	200	TON		-		-								
K	Fine Aggregate (Sand)	1500	TON		-		-								
L	Ice Control AGG. 1/4" (CA-16) LS CHIPS	4000	TON		-		-								

## 2020 WCHD General Bid Letting

### April 13, 2020

\*\* These catagories either had NO bid or REJECTED Bids

AA	Polyethylene Pipe (PE)		EACH	Bid Rejected	
AAA	Polyethylene Pipe (PE)		EACH		
M	Mastic One	4.8	TON	No Bids	
N	Traffic Control		EACH		
O	LED Warning Lights		EACH		
P	Post		EACH	Bid Rejected	
Q	Sign Material		EACH		
R	Reserved		EACH		
S	Rolled Goods		EACH		

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

**20-CR-**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROPRIATION OF MFT FUNDS  
FOR THE MAINTENANCE OF COUNTY HIGHWAYS**

**WHEREAS** Winnebago County Highways need to be maintained and kept in proper repair on an annual basis; and

**WHEREAS** \$8,513,500.00 (eight million five hundred thirteen thousand five hundred) needs to be appropriated from Motor Fuel Tax funds to pay for the maintenance and repairs of Winnebago County Highways; and

**WHEREAS** it is in the public interest to appropriate the needed MFT funds.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to appropriate from the Motor Fuel Tax fund the sum of \$8,513,500.00 (eight million five hundred thirteen thousand five hundred) to pay for maintenance and repairs of Winnebago County Highways as outlined on the "County Maintenance Resolution" in the form as substantially attached here to.

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

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Engineer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section Number	Beginning	Ending
2	Winnebago	20-00000-00-GM	04/01/20	03/31/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Road & Shoulder Maintenance	III	Yes	Aggregates-all grades	each	1	\$50,000.00	\$50,000.00	\$50,000.00
Paving & Sealcoating	III	Yes	HMA, Emulsion, Aggregate, Pvmf Fabric	each	1	\$862,000.00	\$862,000.00	\$862,000.00
Patching	III	Yes	Pothole Mix- (hot/cold patch materials)	each	1	\$80,000.00	\$80,000.00	\$80,000.00
Road Salt/Mix	III	Yes	Road Salt & Mix Materials	each	1	\$1,205,000.00	\$1,205,000.00	\$1,205,000.00
Signs	III	Yes	Signs, Blankets, Rolled Goods, Post, Anchors & Supplies	each	1	\$32,500.00	\$32,500.00	\$32,500.00
Turf & Erosin	III		Silt & Snow Fence, Geo Fabric, Seed & Misc. Supplies	each	1	\$9,000.00	\$9,000.00	\$9,000.00
Road Striping	I		Road Paint & Beads	each	1	\$180,000.00	\$180,000.00	\$180,000.00
Culvert/Inlets	III	Yes	Pipe-Metal & Plastic, Ends, Bands, Concrete & Grates	each	1	\$150,000.00	\$150,000.00	\$150,000.00
Services			Guard Rail Repair, Emergency Tree Removal & Patch	each	1	\$30,000.00	\$30,000.00	\$30,000.00
20-00000-01-GM	IV	Yes	2020 Resurfacing Culvert Replacements, Montague & Kishwaukee Roads	each	1	\$170,000.00	\$170,000.00	\$170,000.00
20-00000-02-GM	IV	Yes	Kishwaukee Road Resurfacing, Meridian Rd to Belt Line Rd	each	1	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00
20-00000-03-GM	IV	Yes	Montague Road Resurfacing, Kennedy Hill Rd to Meridian Rd	each	1	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00
20-00000-04-GM	IV	Yes	Perryville Rd Patching, Daimler Rd to South of Perryville Ave	each	1	\$250,000.00	\$250,000.00	\$250,000.00
20-00000-05-GM	IV	Yes	Telegraph Rd Drainage Improvements	each	1	\$75,000.00	\$75,000.00	\$75,000.00
20-00000-06-GM	IV	Yes	Belvidere & Meridian Rd Crack Sealing @ Various Locations	each	1	\$20,000.00	\$20,000.00	\$20,000.00
<b>Total Operation Cost</b>								<b>\$6,013,500.00</b>

**Estimate of Maintenance Costs**Submittal Type **Original**

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
2		Winnebago	20-00000-00-GM	04/01/20	03/31/21

**Estimate of Maintenance Costs Summary**

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$1,000,000.00		\$1,000,000.00
Local Public Agency Equipment	\$1,300,000.00		\$1,300,000.00
Materials/Contracts(Non Bid Items)	\$39,000.00		\$39,000.00
Materials/Deliver & Install/Request for Quotations (Bid Items)	\$5,974,500.00		\$5,974,500.00
Formal Contract (Bid Items)			
<b>Maintenance Total</b>	<b>\$8,313,500.00</b>		<b>\$8,313,500.00</b>

**Estimated Maintenance Eng Costs Summary**

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$100,000.00		\$100,000.00
Engineering Inspection	\$40,000.00		\$40,000.00
Material Testing	\$20,000.00		\$20,000.00
Advertising			
Bridge Inspection Engineering	\$40,000.00		\$40,000.00
<b>Maintenance Engineering Total</b>	<b>\$200,000.00</b>		<b>\$200,000.00</b>

<b>Total Estimated Maintenance</b>	<b>\$8,513,500.00</b>		<b>\$8,513,500.00</b>
------------------------------------	-----------------------	--	-----------------------

Remarks

**SUBMITTED**

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

**APPROVED**

Regional Engineer

Department of Transportation

Date

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

**20-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR  
CULVERT REPLACEMENT ON MONTAGUE AND KISHWAUKEE ROADS  
(SECTION: 20-00000-01-GM)**

**WHEREAS**, the County of Winnebago has planned a project to replace culverts on Kishwaukee Road, from Meridian Road to Belt Line Road and on Montague Road between Kennedy Hill Road and Meridian Road prior to resurfacing those roadway segments; and

**WHEREAS**, in connection with said project, four bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on April 13, 2020 for Section 20-00000-01-GM with the low bid being from **N-Trak Group in the amount of \$168,024.21**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder N-Track Group in the amount of \$168,024.21.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on April 13, 2020 for Section 20-00000-01-GM from N-Track Group in the amount of \$168,024.21 is hereby awarded, that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with N-Track Group for the above noted work; and

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

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



**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley

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

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

ATTEST:

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

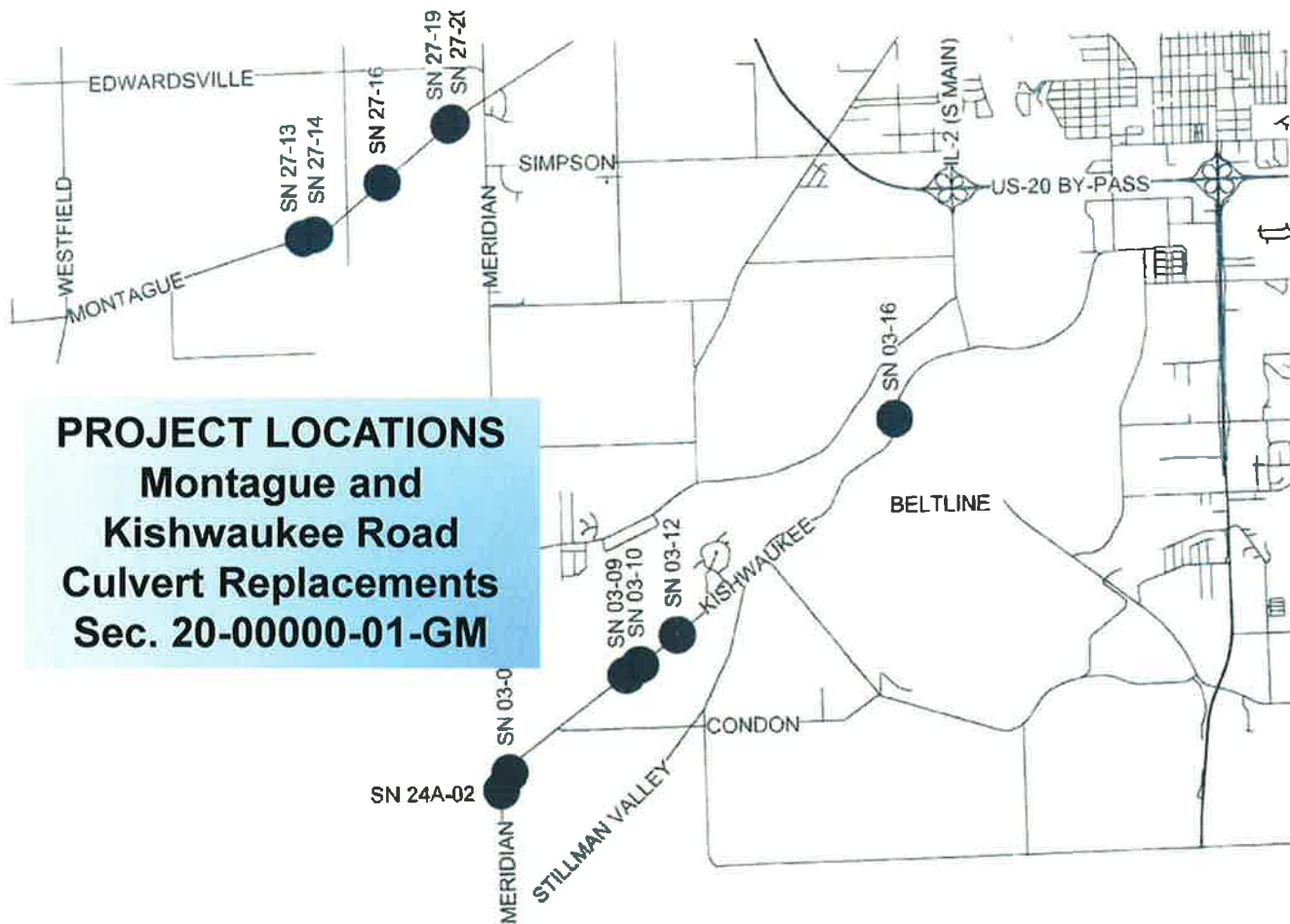


# Tabulation of Bids

Local Public Agency: Highway Department Date: 4/13/2020  
County: Winnebago Time: 10:01  
Section: 20-00000-01-GM Appropriation: MFT

Attended By: <u>Zoom Virtual Bid Opening</u>				
Item No.	Item	Delivery	Unit	Quantity
1	EMB FOR SLOPE SHAPING		CY	40
2	REM & DISP UNS MATL		CY	100
3	TRENCH BACKFILL		CY	215.3
4	GEOTECH FAB F/GR STAB		SY	100
5	STONE DUMP RIP CL A2		TON	49.1
6	FILTER FABRIC		SY	537.6
7	AGG SUBGRADE IMPR 12		SY	100
8	BIT MATLS PR CT		TON	0.6
9	PAVT PATCH T2 CL D 8		SY	158.3
10	SAW CUTS		FT	528
11	AGGREGATE SHLDS B 6		SY	78.1
12	REM & RELOC END SECT		EA	1
13	CONC REM		CY	5.1
14	PIPE CULVERT REMOV		FT	585.9
15	P CUL CL C 1 18		FT	166
16	P CUL CL C 1 24		FT	108
17	P CUL CL C 1 30		FT	108
18	P CUL CL C 1 36		FT	156
19	P CUL CL C 1 48		FT	87
20	METAL FL END SEC 21"		EA	6
21	METAL FL END SEC 30"		EA	4
22	METAL FL END SEC 36"		EA	4
23	METAL FL END SEC 42"		EA	6
24	METAL FL END SEC 54"		EA	2
25	CONCRETE COLLAR		CY	0.6
26	STORM SEW CL A 1 60		FT	8
27	DELINEATORS		EA	22
28	MOBILIZATION		LSUM	1
29	LANDSCAPING & RESTOR		EA	11
30	TRAF CONT COMPL		LSUM	1
31	RIPRAP SLURRY		SY	30
32	CONSTRUCTION LAYOUT		LSUM	1

Name of Bidder: Address of Bidder:		N-Trak Group		Martin & Company Exc		Northern Illinois Service Co.		O'Brien Civil Works, Inc.			
		1523 Windsor Road		2456 E Pleasant Grove Rd		4781 Sandy Hollow Rd		2963 W Mud Creek Rd			
		Loves Park, IL 61111		P.O. Box 443		Rockford, IL 61109		Mt. Morris, IL 61054			
				Oregon, IL 61061							
Proposal Guarantee:		Bid Bond		Bid Bond		Bid Bond		Bid Bond			
Terms:											
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
		20.0000	\$ 800.00	77.0000	\$ 3,080.00	45.0000	\$ 1,800.00	10.0000	\$ 400.00		
		18.0000	\$ 1,800.00	49.0000	\$ 4,900.00	80.0000	\$ 8,000.00	20.0000	\$ 2,000.00		
		20.0000	\$ 4,306.00	39.4000	\$ 8,482.82	50.0000	\$ 10,765.00	40.0000	\$ 8,612.00		
		5.0000	\$ 500.00	2.0000	\$ 200.00	10.0000	\$ 1,000.00	3.0000	\$ 300.00		
		60.0000	\$ 2,946.00	61.0000	\$ 2,995.10	85.0000	\$ 4,173.50	100.0000	\$ 4,910.00		
		5.0000	\$ 2,688.00	6.0000	\$ 3,225.60	5.0000	\$ 2,688.00	3.0000	\$ 1,612.80		
		12.5000	\$ 1,250.00	19.3000	\$ 1,930.00	30.0000	\$ 3,000.00	28.0000	\$ 2,800.00		
		0.0100	\$ 0.01	2,500.0000	\$ 1,500.00	1,700.0000	\$ 1,020.00	500.0000	\$ 300.00		
		145.0000	\$ 22,953.50	134.0000	\$ 21,212.20	225.0000	\$ 35,617.50	270.0000	\$ 42,741.00		
		6.0000	\$ 3,168.00	6.1000	\$ 3,220.80	5.0000	\$ 2,640.00	6.5000	\$ 3,432.00		
		9.0000	\$ 702.90	22.0000	\$ 1,718.20	150.0000	\$ 11,715.00	500.0000	\$ 39,050.00		
		1,500.0000	\$ 1,500.00	350.0000	\$ 350.00	3,500.0000	\$ 3,500.00	1,500.0000	\$ 1,500.00		
		59.0000	\$ 300.90	460.0000	\$ 2,346.00	350.0000	\$ 1,785.00	300.0000	\$ 1,530.00		
		11.0000	\$ 6,444.90	10.0000	\$ 5,859.00	5.0000	\$ 2,929.50	20.0000	\$ 11,718.00		
		60.0000	\$ 9,960.00	66.0000	\$ 10,956.00	114.0000	\$ 18,924.00	175.0000	\$ 29,050.00		
		90.0000	\$ 9,720.00	73.0000	\$ 7,884.00	123.0000	\$ 13,284.00	185.0000	\$ 19,980.00		
		104.0000	\$ 11,232.00	92.0000	\$ 9,936.00	136.0000	\$ 14,688.00	200.0000	\$ 21,600.00		
		112.0000	\$ 17,472.00	99.3000	\$ 15,490.80	140.0000	\$ 21,840.00	210.0000	\$ 32,760.00		
		155.0000	\$ 13,485.00	131.0000	\$ 11,397.00	170.0000	\$ 14,790.00	255.0000	\$ 22,185.00		
		650.0000	\$ 3,900.00	425.0000	\$ 2,550.00	1,000.0000	\$ 6,000.00	250.0000	\$ 1,500.00		
		800.0000	\$ 3,200.00	725.0000	\$ 2,900.00	1,300.0000	\$ 5,200.00	525.0000	\$ 2,100.00		
		1,000.0000	\$ 4,000.00	1,175.0000	\$ 4,700.00	1,400.0000	\$ 5,600.00	675.0000	\$ 2,700.00		
		1,500.0000	\$ 9,000.00	2,100.0000	\$ 12,600.00	1,800.0000	\$ 10,800.00	1,400.0000	\$ 8,400.00		
		2,000.0000	\$ 4,000.00	2,400.0000	\$ 4,800.00	2,200.0000	\$ 4,400.00	2,500.0000	\$ 5,000.00		
		1,250.0000	\$ 750.00	4,400.0000	\$ 2,640.00	4,500.0000	\$ 2,700.00	2,500.0000	\$ 1,500.00		
		300.0000	\$ 2,400.00	220.0000	\$ 1,760.00	950.0000	\$ 7,600.00	400.0000	\$ 3,200.00		
		100.0000	\$ 2,200.00	125.0000	\$ 2,750.00	150.0000	\$ 3,300.00	200.0000	\$ 4,400.00		
		10,000.0000	\$ 10,000.00	9,000.0000	\$ 9,000.00	3,500.0000	\$ 3,500.00	20,000.0000	\$ 20,000.00		
		545.0000	\$ 5,995.00	900.0000	\$ 9,900.00	1,000.0000	\$ 11,000.00	2,500.0000	\$ 27,500.00		
		8,200.0000	\$ 8,200.00	16,000.0000	\$ 16,000.00	20,000.0000	\$ 20,000.00	10,000.0000	\$ 10,000.00		
		35.0000	\$ 1,050.00	175.0000	\$ 5,250.00	145.0000	\$ 4,350.00	75.0000	\$ 2,250.00		
		2,100.0000	\$ 2,100.00	3,000.0000	\$ 3,000.00	4,000.0000	\$ 4,000.00	6,000.0000	\$ 6,000.00		
			\$ -		\$ -		\$ -		\$ -		
			\$ -		\$ -		\$ -		\$ -		
		Total Bid:	As Read:	168,024.21		194,533.52		262,609.50		341,030.80	
			As Calculated:	168,024.21		194,533.52		262,609.50		341,030.80	



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

**20-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH WILLETT HOFMANN & ASSOCIATES, INC. AND THE APPROPRIATION OF MFT FUNDS FOR THE PURPOSE OF COMPLETING CONTRACT PLANS FOR CULVERT REPAIR ON EAST RIVERSIDE BLVD. (CH 55) (SECTION 20-00673-00-BR)**

**WHEREAS**, the top of an existing concrete culvert on East Riverside Blvd. east of Forest Hills Road failed last fall causing holes to appear in the pavement; and

**WHEREAS**, a temporary repair was made placing steel plates over the top of the culvert; and

**WHEREAS**, to effect a permanent repair the existing top must be removed and replaced with a new cast in place reinforced concrete top; and

**WHEREAS**, as this is a structure any repair should be designed and sealed by an Illinois licensed structural engineer; and

**WHEREAS**, Willett, Hofmann & Associates has agreed to provide professional structural engineering services to prepare contract documents and a traffic management plan for the replacement of the existing culvert top on East Riverside Blvd. (CH-55) east of Forest Hills Road for a not to exceed price of \$31,183.00, and the sum of \$350,000.00 needs to be appropriated from the Motor Fuel Tax fund to pay for the design and repair of the culvert; and

**WHEREAS** it is in the public interest to enter into the attached Preliminary Engineering Service Agreement for Motor Fuel Tax Funds for the purpose of completing the repair of the existing culvert on East Riverside Blvd. (CH-5) east of Forest Hills Road and to appropriate the sum of \$350,000.00 from the Motor Fuel Tax fund to pay for the design and repair of the culvert.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Preliminary Engineering Services Agreement for Motor Fuel Tax Funds with Willett, Hofmann & Associates at a not to exceed price of \$31,183.00 and that the sum of three hundred and fifty thousand two hundred dollars (\$350,000.00) is hereby appropriated from Motor Fuel Tax Funds via IDOT form BLR 09110, both in substantially the form attached hereto under Section 20-00673-00-BR; and

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same; and

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

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
Dave Kelly

\_\_\_\_\_  
Dave Kelly

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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

Municipality	<b>L O C A L  A G E N C Y</b>	<b>Preliminary Engineering Services Agreement For Local Funds Phase II</b>	<b>C O N S U L T A N T</b>	Name Willett, Hofmann & Associates, Inc.
Township				Address 57 Airport Drive
County Winnebago County				City Rockford
Section 20-00637-00-BR				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name East Riverside Culvert Repair East of Forest Hills Road

Route Riverside Blvd Length 0.002 mile Mi. 12 FT (Structure No. SN 55-07 )

Termini Station 19+94 to Station 20+06

#### Description:

All phase II work for the removal and replacement of the top slab for a 6' X 4' reinforced concrete box culvert and approach roadway work thereto. This agreement along with the attached Special Provisions (Exhibit A) and Exhibits B, C & D constitute the agreement between both parties.

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. ☐ Review Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements prepared by the department.
  - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.



- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k. ☐ Review the Project Development Report prepared by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans, plats and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
  - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
  - (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

**TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A.**

~~4. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- ~~a. ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

<del>Awarded Cost</del>	<del>Percentage Fees</del>	<del>(see note)</del>
<del>Under \$50,000</del>	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

- ~~3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:~~
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
- ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
- ~~4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES.~~
- ~~5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.~~
- 
- 

#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.



IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Winnebago of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Clerk

By \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

Executed by the ENGINEER:

Willett, Hofmann & Associates, Inc.

57 Airport Road

Rockford, IL 61109

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Brian K. Converse, P.E., S.E.  
President & General Manager



Approved

\_\_\_\_\_ Date

Department of Transportation

\_\_\_\_\_ Regional Engineer



**WILLETT HOFMANN**

**& A S S O C I A T E S I N C**

**ENGINEERING   ARCHITECTURE   LAND SURVEYING**

57 Airport Drive  
Rockford, IL 61109

## **EXHIBIT A**

**Special Provisions**

**Pages 1-2 of 2**

**Project:**                      **East Riverside Culvert Repair East of Forest Hills Road**

## EXHIBIT "A"

### Special Provisions

Paragraphs 1, 2, 3, 4, & 5 of the "LA Agrees" portion of this agreement is/are amended to include the following agreement(s) of the parties:

#### The LA Agrees,

1. a.) To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of ☒ cost plus fixed fee or ☐ specific rate. The total compensation for this shall not exceed \$31,182.00. The provisional rate for fringe benefit and overhead for the actual cost-plus fixed fee method of payment as shown above has been audited and determined by the DEPARTMENT and is in effect.

Average hourly rates for each classification have been used to establish the total agreement cost above. During invoicing the actual payroll rate of the employee performing the work will be used. Actual Payroll Rates shall be within the ranges on the attached table.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

a.) Monthly during the course of surveys and preparation of plans and estimate of cost, payments equal to 90% of an amount arrived at as provided in paragraph 1 above but based on the work performed to date. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

b.) Upon completion of project report and associated work to the satisfaction of the LA and the DEPARTMENT, 100 percent of the fee based on the provisions of paragraph 1 above for surveys and associated project report work, less any amounts paid under "a" above.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1j & 1k , and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit D for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

4. That should the LA require changes in any of the detailed plans, specifications, estimates, or project report after they have been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.
6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
7. To furnish the ENGINEER with a description of and the names of Owners and lien holders of property adjacent to the proposed improvement where such data is needed for the preparation of plans and/or right of way or easement plats.
8. It is understood that the consultant is to perform review only for the needed permits except the hydraulic analysis and culvert/bridge sizing will be performed by the consultant. The consultant is to review the preliminary bridge design and hydraulic report prepared by the owner. The consultant is to review the project development report prepared by the owner.



**WILLETT HOFMANN**

& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive  
Rockford, IL 61109

## **EXHIBIT B**

### **Cost Estimate of Consultant Services**

**Page 1-1 of 1**

Project: East Riverside Culvert Repair East of Forest Hills Road

Date March 31, 2020

Calendar Days: 365

	14.5%[DL + R(DL) + OH(DL) + IHDC]
	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
<b>X</b>	14.5%[(2.3 + R)DL + IHDC]
	[(2.8 + R)DL] + IHDC

Sheet: 1 of 1

Printed 4/3/2020 8:36 AM



**WILLETT HOFMANN**

**& ASSOCIATES INC**

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive  
Rockford, IL 61109

## **EXHIBIT C**

**Average Hourly Project Rates**

**Pages 1-4 of 4**

Project: East Riverside Culvert Repair East of Forest Hills Road

## EXHIBIT C

BLR 05610 (Rev. 9)  
Modified

# Illinois Department of Transportation

## Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.  
 Route: East Riverside Blvd  
 Section: 20-00673-00-BR  
 County: Winnebago  
 Job No.: 0  
 Project No.: 0  
 Type of Funding: Local  
 Exist Str No: 55-07

Date: March 31, 2020

Sheet: 1 of 4

Payroll Classification	Avg. Hourly Rates	Administration & Project Management			Compilation and Evaluation of Data			Field Checks			Top Slab Removal & Replacement Design		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$55.55	2.0	100.00%	\$55.55		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$52.76		0.00%	\$0.00	2.0	50.00%	\$26.38	4.0	50.00%	\$26.38	2.0	11.11%	\$5.86
Civil Engineer IV	\$41.59		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$36.91		0.00%	\$0.00	2.0	50.00%	\$18.46	4.0	50.00%	\$18.46	16.0	88.89%	\$32.81
Civil Engineering Intern II	\$33.66		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$31.42		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$47.21		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$39.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$37.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$40.73		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$36.54		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$30.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$29.78		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$26.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$30.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$22.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$21.63		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$18.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.95		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$21.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		2.0	100.00%	\$55.55	4.0	100.00%	\$44.84	8.0	100.00%	\$44.84	18.0	100.00%	\$38.67





# EXHIBIT C

BLR 05610 (Rev. 9)  
Modified

## Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.  
Route: East Riverside Blvd  
Section: 20-00673-00-BR  
County: Winnebago  
Job No.: 0  
Project No.: 0  
Type of Funding: Local  
Exist Str No: 55-07

Date: March 31, 2020

Sheet: 2 of 4

Payroll Classification	Avg. Hourly Rates	Top Slab Removal & Replacement Plans			Meetings & Project Coordination			Prepare Base Sheets of TCP			Traffic Control /Staging Plans		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$55.55		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$52.76	8.0	8.33%	\$4.40	4.0	50.00%	\$26.38		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$41.59		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	16.0	53.33%	\$22.18
Civil Engineer III	\$36.91	40.0	41.67%	\$15.38	4.0	50.00%	\$18.46		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$33.66		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$31.42		0.00%	\$0.00		0.00%	\$0.00	8.0	100.00%	\$31.42	12.0	40.00%	\$12.57
Architect IV	\$47.21		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$39.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$37.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$40.73		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$36.54		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$30.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$29.78		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$26.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$30.48	24.0	25.00%	\$7.62		0.00%	\$0.00		0.00%	\$0.00	2.0	6.67%	\$2.03
Technician III	\$22.65	24.0	25.00%	\$5.66		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$21.63		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$18.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.95		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$21.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		96.00	100.00%	\$33.06	8.00	100.00%	\$44.84	8.00	100.00%	\$31.42	30.00	100.00%	\$36.78



# Illinois Department of Transportation

## EXHIBIT C

BLR 05610 (Rev. 9)  
Modified

### Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.  
Route: East Riverside Blvd  
Section: 20-00673-00-BR  
County: Winnebago  
Job No.: 0  
Project No.: 0  
Type of Funding: Local  
Exist Str No: 55-07

Date: March 31, 2020

Sheet: 3 of 4

Payroll Classification	Avg. Hourly Rates	QA/QC			Specifications			Prepare Delay & Que Analysis			Quantities		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$55.55		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$52.76	4.0	100.00%	\$52.76		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$41.59		0.00%	\$0.00	2.0	20.00%	\$8.32	16.0	100.00%	\$41.59		0.00%	\$0.00
Civil Engineer III	\$36.91		0.00%	\$0.00	8.0	80.00%	\$29.53		0.00%	\$0.00	6.0	60.00%	\$22.15
Civil Engineering Intern II	\$33.66		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	4.0	40.00%	\$13.46
Civil Engineering Intern I	\$31.42		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$47.21		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$39.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$37.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$40.73		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$36.54		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$30.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$29.78		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$26.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$30.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$22.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$21.63		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$18.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.95		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$21.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		4.0	100.00%	\$52.76	10.0	100.00%	\$37.85	16.0	100.00%	\$41.59	10.0	100.00%	\$35.61



# EXHIBIT C

BLR 05610 (Rev. 9)  
Modified

## Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.  
Route: East Riverside Blvd  
Section: 20-00673-00-BR  
County: Winnebago  
Job No.: 0  
Project No.: 0  
Type of Funding: Local  
Exist Str No: 55-07

Date: March 31, 2020

Sheet: 4 of 4

Payroll Classification	Avg. Hourly Rates	Staging Typical			Traffic Control Plan Report			Traffic Management Analysis			0		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$55.55		0.00%	\$0.00		0.00%	\$0.00	1.0	2.33%	\$1.29		0.00%	\$0.00
Engineering Manager	\$52.76		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$41.59	4.0	66.67%	\$27.73	12.0	66.67%	\$27.73	40.0	93.02%	\$38.69		0.00%	\$0.00
Civil Engineer III	\$36.91		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$33.66		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$31.42	2.0	33.33%	\$10.47	6.0	33.33%	\$10.47	2.0	4.65%	\$1.46		0.00%	\$0.00
Architect IV	\$47.21		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$39.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$37.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$40.73		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$36.54		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$30.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$29.78		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$26.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$30.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$22.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$21.63		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$18.34		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.95		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$21.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		6.0	100.00%	\$38.20	18.0	100.00%	\$38.20	43.0	100.00%	\$41.44	0.0	0.00%	\$0.00



**WILLET HOFMANN**

**& A S S O C I A T E S I N C**

**ENGINEERING   ARCHITECTURE   LAND SURVEYING**

57 Airport Drive  
Rockford, IL 61109

## **EXHIBIT D**

**Average Hourly Rates Per Classification**

**Page 1-1 of 1**

Project:                      East Riverside Culvert Repair East of Forest Hills Road



**WILLETT HOFMANN**  
 & ASSOCIATES INC  
 ENGINEERING ARCHITECTURE LAND SURVEYING

## AVERAGE HOURLY RATES PER CLASSIFICATION

### EXHIBIT D

### PAYROLL RATES

<b>FIRM NAME</b>	Willetts, Hofmann & Associates, Inc.		<b>DATE 4/3/2019 - 3/31/2020</b>
<b>PRIME/SUPPLEMENT</b>	<b>Prime</b>		
<b>ESCALATION RATE</b>			<b>0.00%</b>
<b>CLASSIFICATION</b>		<b>Projected Average Hourly Rates During Term of Contract</b>	
		<b>Current Rates</b>	<b>Escalated Rate</b>
Principal Engineering Manager		\$55.55	\$55.55
Engineering Manager		\$52.76	\$52.76
Civil Engineer IV		\$41.59	\$41.59
Civil Engineer III		\$36.91	\$36.91
Civil Engineering Intern II		\$33.66	\$33.66
Civil Engineering Intern I		\$31.42	\$31.42
Architect IV		\$47.21	\$47.21
Architect III		\$39.34	\$39.34
Architectural Intern II		\$37.48	\$37.48
Architectural Intern I		\$31.30	\$31.30
Prof. Land Surveyor Manager		\$40.73	\$40.73
Prof. Land Surveyor IV		\$36.54	\$36.54
Prof. Land Surveyor III		\$30.85	\$30.85
Prof. Land Surveyor (SIT) II		\$29.78	\$29.78
Prof. Land Surveyor (SIT) I		\$26.65	\$26.65
Technician IV		\$30.48	\$30.48
Technician III		\$22.65	\$22.65
Technician II		\$21.63	\$21.63
Technician I		\$18.34	\$18.34
Survey Worker Foreman		\$27.32	\$27.32
Survey Worker		\$25.95	\$25.95
Administrative Assistant		\$21.12	\$21.12



## Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original		20-00673-00-BR

BE IT RESOLVED, by the Board of the County  
Governing Body Type Local Public Agency Type  
of Winnebago Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
the Illinois Highway Code. Work shall be done by Contract  
Contract or Day Labor

**For Roadway/Street Improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
East Riverside Blvd. Culvert Repair		CH 55		

**For Structures:**

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

**BE IT FURTHER RESOLVED,**

1. That the proposed improvement shall consist of

Replacing the deteriorated top of an existing reinforced concrete culvert on East Riverside Blvd. just east of Forest Hills Road.

2. That there is hereby appropriated the sum of three hundred and fifty thousand  
Dollars ( \$350,000.00 ) for the improvement of  
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lori Gummow County Clerk in and for said County  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by  
Name of Local Public Agency  
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by  
Board of Winnebago at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature	Date

**Approved**

Regional Engineer Department of Transportation	Date

## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: <ul style="list-style-type: none"><li>- Original would be used when passing a resolution for the first time for this project.</li><li>- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.</li><li>- Amended would be used when a previously passed resolution is being amended.</li></ul>
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.

**Instructions for BLR 09110 - Page 2 of 2**

Seal

The Clerk shall seal the document here.

Clerk Signature

Clerk shall sign here.

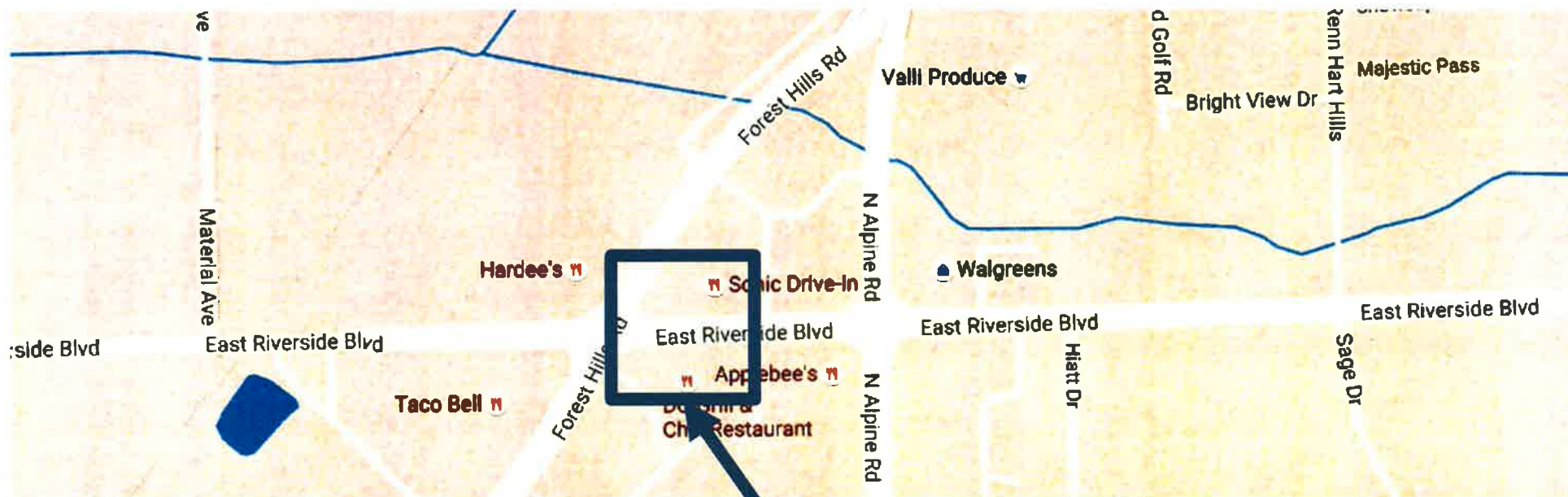
Approved

The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District





**RIVERSIDE BLVD. (CH 55)  
JUST EAST OF FOREST  
HILLS ROAD  
SEC. 20-00673-00-BR  
LOCATION MAP**

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

**20-CR-**

**Submitted by: Public Works Committee  
Sponsored by: David Tassoni**

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE  
2020 TOWNSHIP SEAL COATING PROGRAM**

**WHEREAS**, competitive bids were received on March 13, 2020 at the Winnebago County Highway Department for the for the 2020 Township Seal Coating Program as shown on the attached bid tabulation; and

**WHEREAS**, funding for this project is provided by each Township; and

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item (s) and recommends awarding the bid as follows:

**Civil Constructors, Inc. for Group 1-3, 5-12 & 14  
2283 Route 20 East  
Freeport, IL 61032**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the award, upon approval by the Illinois Department of Transportation (IDOT), be made to the low responsible bidder, Civil Constructors, Inc.

**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption and upon approval by the Illinois Department of Transportation; and

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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

**Winnebago County Township Sealcoating  
Bid Tab  
Friday, March 13, 2020**

Civil Construction 2283 Route 20 East Freeport, IL 61032 *Low Bidder			A.C. Pavement Striping Co. 695 Church Road Elgin, IL 60123		
Quantity	Unit Price	Total	Quantity	Unit Price	Total
37,298.00	\$ 1.93	\$ 71,985.14	37,298.00	\$ 2.23	\$ 83,174.54
979.00	\$ 30.00	\$ 29,370.00	979.00	\$ 27.00	\$ 26,433.00
Total Group 01		\$ 101,355.14	Total Group 01		\$ 109,607.54
21,311.00	\$ 1.95	\$ 41,556.45	21,311.00	\$ 2.33	\$ 49,654.63
559.00	\$ 29.00	\$ 16,211.00	559.00	\$ 29.90	\$ 16,714.10
Total Group 02		\$ 57,767.45	Total Group 02		\$ 66,368.73
24,457.00	\$ 1.99	\$ 48,669.43	24,457.00	\$ 2.30	\$ 56,251.10
642.00	\$ 34.00	\$ 21,828.00	642.00	\$ 29.00	\$ 18,618.00
Total Group 03		\$ 70,497.43	Total Group 03		\$ 74,869.10
10,255.00	\$ 2.00	\$ 20,510.00	10,255.00	\$ 2.34	\$ 23,996.70
269.00	\$ 33.00	\$ 8,877.00	269.00	\$ 32.10	\$ 8,634.90
Total Group 05		\$ 29,387.00	Total Group 05		\$ 32,631.60
12,853.00	\$ 2.02	\$ 25,963.06	12,853.00	\$ 2.35	\$ 30,204.55
337.00	\$ 34.00	\$ 11,458.00	337.00	\$ 29.00	\$ 9,773.00
Total Group 06		\$ 37,421.06	Total Group 06		\$ 39,977.55
38,687.00	\$ 2.03	\$ 78,534.61	38,687.00	\$ 2.37	\$ 91,688.19
1,016.00	\$ 33.00	\$ 33,528.00	1,016.00	\$ 33.50	\$ 34,036.00
Total Group 07		\$ 112,062.61	Total Group 07		\$ 125,724.19
20,032.00	\$ 1.97	\$ 39,463.04	20,032.00	\$ 2.24	\$ 44,871.68
526.00	\$ 32.00	\$ 16,832.00	526.00	\$ 31.50	\$ 16,569.00
Total Group 08		\$ 56,295.04	Total Group 08		\$ 61,440.68
14,440.00	\$ 1.98	\$ 28,591.20	14,440.00	\$ 2.35	\$ 33,934.00
379.00	\$ 31.00	\$ 11,749.00	379.00	\$ 31.00	\$ 11,749.00
Total Group 09		\$ 40,340.20	Total Group 09		\$ 45,683.00
14,933.00	\$ 2.01	\$ 30,015.33	14,933.00	\$ 2.35	\$ 35,092.55
392.00	\$ 32.00	\$ 12,544.00	392.00	\$ 31.00	\$ 12,152.00
Total Group 10		\$ 42,559.33	Total Group 10		\$ 47,244.55
31,775.00	\$ 1.98	\$ 62,914.50	31,775.00	\$ 2.31	\$ 73,400.25
834.00	\$ 32.00	\$ 26,688.00	834.00	\$ 29.00	\$ 24,186.00
Total Group 11		\$ 89,602.50	Total Group 11		\$ 97,586.25
21,364.00	\$ 1.96	\$ 41,873.44	21,364.00	\$ 2.30	\$ 49,137.20
561.00	\$ 29.00	\$ 16,269.00	561.00	\$ 29.80	\$ 16,717.80
Total Group 12		\$ 58,142.44	Total Group 12		\$ 65,855.00
21,949.00	\$ 1.94	\$ 42,581.06	21,949.00	\$ 2.30	\$ 50,482.70
576.00	\$ 30.00	\$ 17,280.00	576.00	\$ 30.00	\$ 17,280.00
Total Group 14		\$ 59,861.06	Total Group 14		\$ 67,762.70
Low Bidder-Civil		\$ 755,291.26	A.C. Pavement Striping Co.		\$ 834,750.89

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

**20-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION REJECTING BIDS FOR  
PERRYVILLE ROAD PATCHING FROM  
DAIMLER ROAD TO SOUTH OF HARRISON AVENUE  
(SECTION: 20-00000-04-GM)**

**WHEREAS**, the County of Winnebago has planned a project to repair longitudinal joints and perform other patching and joint repairs on Perryville Road between Daimler Road to just south of Perryville Avenue; and

**WHEREAS**, in connection with said project, three bids were received at the Winnebago County Highway Department on April 13, 2020 for Section 20-00000-04-GM; and

**WHEREAS**, all three of the bids are substantially above the amount budgeted for this work; and

**WHEREAS**, it would be in the public interest to reject all bids received on April 13, 2020 for this project.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that all bid received on April 13, 2020 for Section 20-00000-04-GM are rejected; and

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

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley

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

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

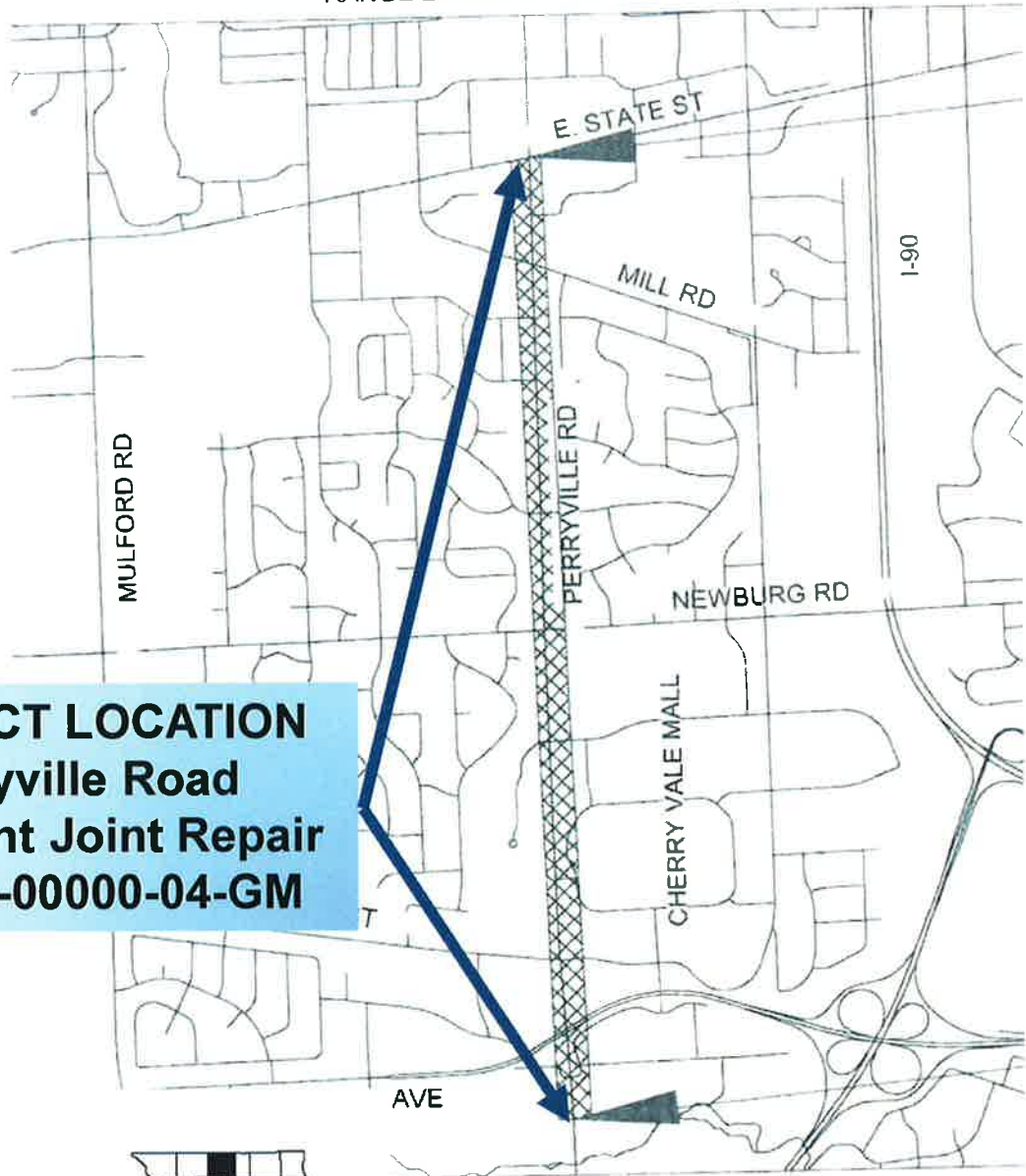
ATTEST:

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



RANGE 2 EAST OF THE 3RD P. M.

**PROJECT LOCATION**  
**Perryville Road**  
**Pavement Joint Repair**  
**Sec. 20-00000-04-GM**



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

**20-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR  
BAXTER ROAD WIDENING AND RESURFACING  
I-39 TO EAST OF MULFORD AND MULFORD ROAD WIDENING AND  
RESURFACING BAXTER ROAD TO WINNEBAGO COUNTY LINE  
(SECTION: 14-00563-00-WR)**

**WHEREAS**, the County of Winnebago has planned a project for the widening and resurfacing of Baxter Road from I-39 to East of Mulford Road and Mulford Road from Baxter Road south to the Winnebago County Line; and

**WHEREAS**, this work is partially funded through an Economic Development/TARP with the State of Illinois, with total State funding being \$2,150,000.00; and

**WHEREAS**, in connection with said project, four bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on April 21, 2020 at 10:00 am for Section 14-00563-00-WR with the low bid being from William Charles Construction Company LLC **in the amount of \$3,382,826.77**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder William Charles Construction Company LLC in the amount of \$3,382,826.77.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on April 21, 2020 for Section 14-00563-00-WR from William Charles Construction Company LLC in the amount of \$3,382,826.77 is hereby awarded and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with William Charles Construction Company LLC for the above noted work; and

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

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



**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

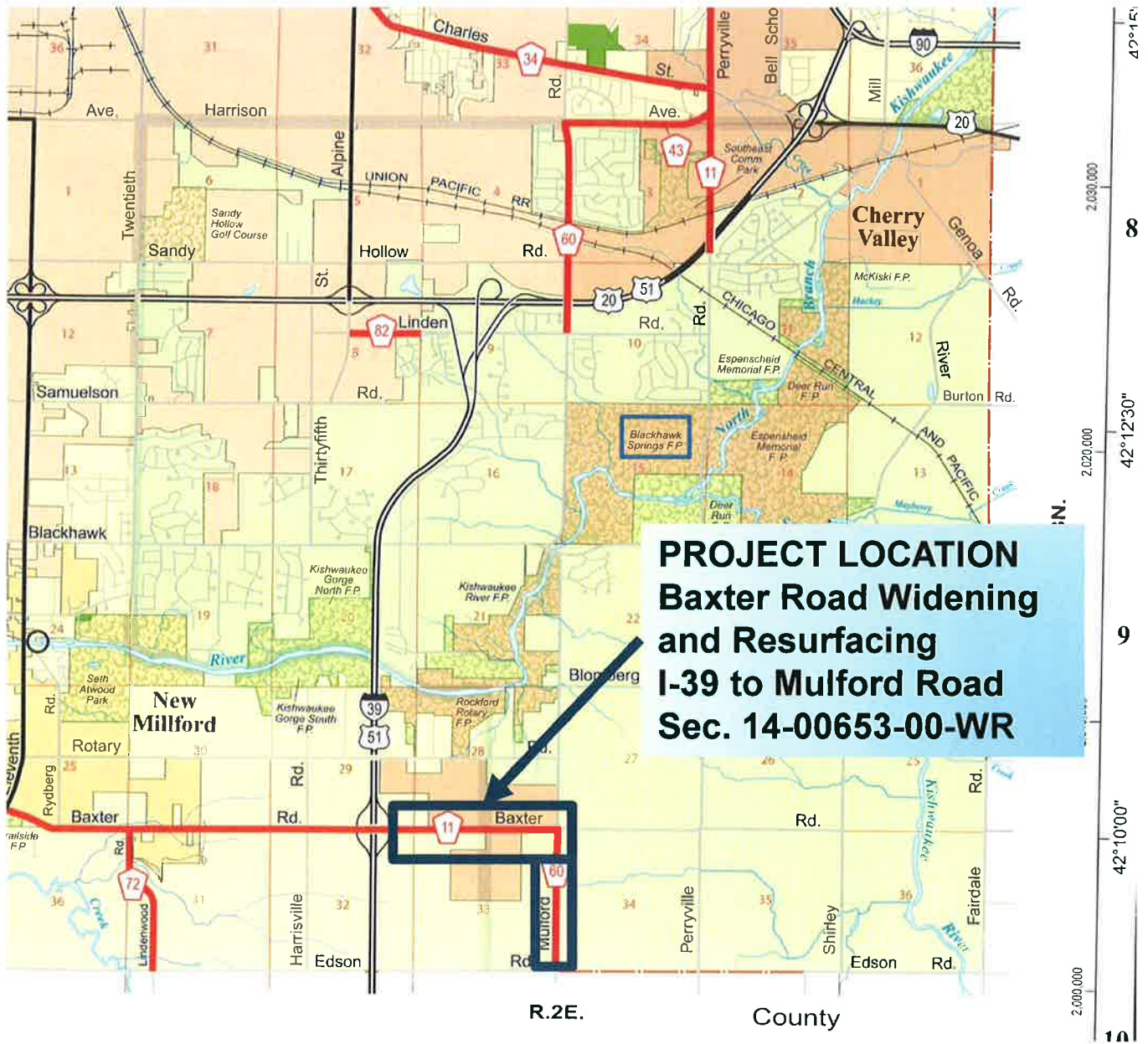
\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois

CONTRACTOR AND ADDRESS:			William Charles Construction		Curran Contracting Company		Rock Road Companies, Inc.		Fischer Excavating, Inc.	
			833 Featherstone Road		286 Memorial Court		P.O. Box 1818		1567 Heine Road	
			Rockford, IL 61107		Crystal Lake, IL 60014		Janesville, WI 53547-1818		Freeport, IL 61032	
Item No. and Description	Approx. Quantity		Unit	Total	Unit	Total	Unit	Total	Unit	Total
1. EARTH EXCAVATION BAXTER RD. (SPECIAL)	1 L.S.									
2. EARTH EXCAVATION MULFORD RD. (SPECIAL)	1 L.S.									
3. STONE RIP-RAP, RR5	194 S.Y.									
4. NITROGEN FERTILIZER NUTRIENT	1,002 POUND									
5. PHOSPHOROUS FERTILIZER NUTRIENT	1,002 POUND									
6. POTASSIUM FERTILIZER NUTRIENT	1,002 POUND									
7. SEEDING, CLASS 1A	11 ACRE									
8. TEMPORARY EROSION CONTROL SEEDING	900 POUND									
9. INLET FILTERS, CURB TYPE	16 EACH									
10. PIPE PROTECTION	46 EACH									
11. INLET FILTERS	4 EACH									
12. TEMPORARY DITCH CHECKS	241 EACH									
13. PERIMETER EROSION BARRIER	12,259 FOOT									
14. EROSION CONTROL BLANKET	47,505 S.Y.									
15. TURF REINFORCEMENT MAT	6,119 S.Y.									
16. TEMPORARY CONCRETE WASHOUT FACILITY	1 L.S.									
17. PAVEMENT REMOVAL	4,317 S.Y.									
18. DRIVEWAY PAVEMENT REMOVAL	1,605 S.Y.									
19. PAVED SHOULDER REMOVAL	215 S.Y.									
20. COMBINATION CURB & GUTTER REMOVAL	142 FOOT									
21. CLASS D PATCHES, TYPE IV, 7"	297 S.Y.									
22. HOT-MIX ASPHALT SURFACE REMOVAL-1.25" VARIABLE DEPTH	19,262 S.Y.									
23. HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	792 S.Y.									
24. PIPE CULVERT REMOVAL	1,163 FOOT									
25. REMOVING MANHOLES	1 EACH									
26. TREE REMOVAL (6 TO 15 UNITS DIAMETER)	80 UNIT-DIA									
27. TREE REMOVAL (OVER 15 UNITS DIAMETER)	146 UNIT-DIA									
28. EPOXY PAVEMENT MARKING - LINE 5"	51,110 FOOT									
29. EPOXY PAVEMENT MARKING - LINE 8"	1,652 FOOT									
30. EPOXY PAVEMENT MARKING - LINE 12"	826 FOOT									
31. EPOXY PAVEMENT MARKING - LINE 24"	134 FOOT									

CONTRACTOR AND ADDRESS:			William Charles Construction		Curran Contracting Company		Rock Road Companies, Inc.		Fischer Excavating, Inc.	
			833 Featherstone Road		286 Memorial Court		P.O. Box 1818		1567 Heine Road	
			Rockford, IL 61107		Crystal Lake, IL 60014		Janesville, WI 53547-1818		Freeport, IL 61032	
Item No. and Description	Approx. Quantity		Unit	Total	Unit	Total	Unit	Total	Unit	Total
32. EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	749 S.F.		\$4.02	\$3,010.98	\$3.98	\$2,981.02	\$4.04	\$3,025.96	\$5.65	\$4,231.85
33. RAISED REFLECTIVE PAVEMENT MARKER	344 EACH		\$29.57	\$10,172.08	\$29.25	\$10,062.00	\$29.68	\$10,209.92	\$24.00	\$8,256.00
34. POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N90	2,281 TON		\$72.50	\$165,372.50	\$84.00	\$191,604.00	\$75.00	\$171,075.00	\$73.00	\$166,513.00
35. POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	6,440 TON		\$62.00	\$399,280.00	\$65.00	\$418,600.00	\$69.50	\$447,580.00	\$68.00	\$437,920.00
36. LEVELING BINDER (MACHINE METHOD) N90	3,681 TON		\$48.56	\$178,749.36	\$62.00	\$228,222.00	\$63.50	\$233,743.50	\$63.50	\$233,743.50
37. HOT-MIX ASPHALT SHOULDERS, 4" - BAXTER RD.	7,845 S.Y.		\$16.80	\$131,796.00	\$20.00	\$156,900.00	\$18.25	\$143,171.25	\$17.50	\$137,287.50
38. STRIP REFLECTIVE CRACK CONTROL TREATMENT	18,160 FOOT		\$0.92	\$16,707.20	\$0.70	\$12,712.00	\$1.34	\$24,334.40	\$1.50	\$27,240.00
39. SUBBASE GRANULAR MATERIAL, TYPE B	2,607 C.Y.		\$45.61	\$118,905.27	\$40.00	\$104,280.00	\$32.30	\$84,206.10	\$32.00	\$83,424.00
40. GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	12,969 S.Y.		\$1.34	\$17,378.46	\$2.50	\$32,422.50	\$1.55	\$20,101.95	\$1.50	\$19,453.50
41. AGGREGATE BASE COURSE, TYPE B, 8"	4,028 S.Y.		\$0.01	\$40.28	\$11.25	\$45,315.00	\$8.98	\$36,171.44	\$8.50	\$34,238.00
42. AGGREGATE SUBGRADE IMPROVEMENT, 12"	11,247 S.Y.		\$16.50	\$185,575.50	\$15.00	\$168,705.00	\$12.71	\$142,949.37	\$14.00	\$157,458.00
43. AGGREGATE SURFACE COURSE, TYPE B	722 TON		\$20.99	\$15,154.78	\$19.00	\$13,718.00	\$16.20	\$11,696.40	\$17.00	\$12,274.00
44. AGGREGATE SHOULDERS, TYPE A 6"	7,351 S.Y.		\$6.28	\$46,164.28	\$7.65	\$56,235.15	\$6.92	\$50,868.92	\$7.00	\$51,457.00
45. COMBINATION CONCRETE CURB AND GUTTER, TYPE M 4.06	36 FOOT		\$42.41	\$1,526.76	\$36.00	\$1,296.00	\$35.57	\$1,280.52	\$34.50	\$1,242.00
46. COMBINATION CONCRETE CURB AND GUTTER, TYPE M 4.24	3,279 FOOT		\$29.35	\$96,238.65	\$22.00	\$72,138.00	\$24.25	\$79,515.75	\$25.50	\$83,614.50
47. COMBINATION CONCRETE CURB AND GUTTER, TYPE M 6.18	171 FOOT		\$33.46	\$5,721.66	\$26.00	\$4,446.00	\$35.57	\$6,082.47	\$34.25	\$5,856.75
48. CLASS SI CONCRETE (OUTLET)	7 C.Y.		\$480.36	\$3,362.52	\$695.00	\$4,865.00	\$862.20	\$6,035.40	\$800.00	\$5,600.00
49. CONCRETE MEDIAN SURFACE 4 INCH	269 S.F.		\$8.65	\$2,326.85	\$8.90	\$2,394.10	\$14.82	\$3,986.58	\$13.75	\$3,698.75
50. PIPE CULVERTS, CMP, TYPE 1, 15"	291 FOOT		\$42.46	\$12,355.86	\$61.00	\$17,751.00	\$45.00	\$13,095.00	\$42.00	\$12,222.00
51. PIPE CULVERTS, CMP, TYPE 1, 18"	22 FOOT		\$49.53	\$1,089.66	\$105.00	\$2,310.00	\$55.00	\$1,210.00	\$49.00	\$1,078.00
52. PIPE CULVERTS, CMP, TYPE 1, 24"	375 FOOT		\$60.65	\$22,743.75	\$59.50	\$22,312.50	\$57.00	\$21,375.00	\$60.00	\$22,500.00
53. PIPE CULVERTS, RCEP, TYPE 1, CLASS HE-IV 30" X 19"	192 FOOT		\$147.58	\$28,335.36	\$133.00	\$25,536.00	\$148.12	\$28,439.04	\$146.00	\$28,032.00
54. METAL END SECTIONS, 15"	18 EACH		\$202.17	\$3,639.06	\$515.00	\$9,270.00	\$185.00	\$3,330.00	\$200.00	\$3,600.00

CONTRACTOR AND ADDRESS:		William Charles Construction		Curran Contracting Company		Rock Road Companies, Inc.		Fischer Excavating, Inc.	
		833 Featherstone Road		286 Memorial Court		P.O. Box 1818		1567 Heine Road	
		Rockford, IL 61107		Crystal Lake, IL 60014		Janesville, WI 53547-1818		Freeport, IL 61032	
Item No. and Description	Approx. Quantity	Unit	Total	Unit	Total	Unit	Total	Unit	Total
55. METAL END SECTIONS, 24"	4 EACH	\$454.88	\$1,819.52	\$650.00	\$2,600.00	\$450.00	\$1,800.00	\$450.00	\$1,800.00
56. PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 12"	6 EACH	\$722.75	\$4,336.50	\$908.00	\$5,448.00	\$750.00	\$4,500.00	\$715.00	\$4,290.00
57. PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 36"	1 EACH	\$1,571.86	\$1,571.86	\$2,000.00	\$2,000.00	\$1,520.00	\$1,520.00	\$1,555.00	\$1,555.00
58. PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 30" X 19"	5 EACH	\$1,273.67	\$6,368.35	\$1,550.00	\$7,750.00	\$1,200.00	\$6,000.00	\$1,260.00	\$6,300.00
59. PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 45" X 29"	1 EACH	\$2,800.04	\$2,800.04	\$2,500.00	\$2,500.00	\$2,875.00	\$2,875.00	\$2,770.00	\$2,770.00
60. PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 53" X 34"	1 EACH	\$4,326.42	\$4,326.42	\$3,050.00	\$3,050.00	\$4,125.00	\$4,125.00	\$4,280.00	\$4,280.00
61. STORM SEWER, RCCP, CLASS IV, TYPE 1, 12"	240 FOOT	\$75.81	\$18,194.40	\$89.00	\$21,360.00	\$74.00	\$17,760.00	\$75.00	\$18,000.00
62. STORM SEWER, RCCP, CLASS IV, TYPE 1, 24"	122 FOOT	\$75.81	\$9,248.82	\$61.00	\$7,442.00	\$62.00	\$7,564.00	\$75.00	\$9,150.00
63. STORM SEWER, RCCP, CLASS III, TYPE 1, 36"	73 FOOT	\$116.25	\$8,486.25	\$116.00	\$8,468.00	\$110.00	\$8,030.00	\$115.00	\$8,395.00
64. STORM SEWER, RCCP, CLASS II, TYPE 1, 42"	27 FOOT	\$176.90	\$4,776.30	\$99.00	\$2,673.00	\$168.00	\$4,536.00	\$175.00	\$4,725.00
65. STORM SEWER, RCEP, CLASS IV, TYPE 1, 30" X	908 FOOT	\$121.30	\$110,140.40	\$93.75	\$85,125.00	\$112.35	\$102,013.80	\$120.00	\$108,960.00
66. STORM SEWER, RCEP, CLASS IV, TYPE 1, 34" X	230 FOOT	\$131.41	\$30,224.30	\$102.00	\$23,460.00	\$132.65	\$30,509.50	\$130.00	\$29,900.00
67. STORM SEWER, RCEP, CLASS III, TYPE 1, 45" X	789 FOOT	\$151.63	\$119,636.07	\$132.00	\$104,148.00	\$148.00	\$116,772.00	\$150.00	\$118,350.00
68. STORM SEWER, RCEP, CLASS II, TYPE 1, 53" X	66 FOOT	\$212.28	\$14,010.48	\$185.00	\$12,210.00	\$215.00	\$14,190.00	\$210.00	\$13,860.00
69. 3065 FRAME, GRATE & CURB BOX OR EQUIVALENT	4 EACH	\$3,588.50	\$14,354.00	\$2,650.00	\$10,600.00	\$3,750.00	\$15,000.00	\$3,550.00	\$14,200.00
70. 3065 FRAME, GRATE & CURB BOX OR EQUIVALENT	1 EACH	\$3,891.75	\$3,891.75	\$3,300.00	\$3,300.00	\$3,945.00	\$3,945.00	\$3,850.00	\$3,850.00
71. 3065 FRAME, GRATE & CURB BOX OR EQUIVALENT	6 EACH	\$6,115.61	\$36,693.66	\$4,400.00	\$26,400.00	\$6,050.00	\$36,300.00	\$6,050.00	\$36,300.00
72. MANHOLE TYPE A 5' DIA. WITH FRAME AND LIDS TYPE 1	4 EACH	\$3,598.61	\$14,394.44	\$2,950.00	\$11,800.00	\$3,715.00	\$14,860.00	\$3,560.00	\$14,240.00
73. INLETS, SPECIAL	4 EACH	\$3,305.46	\$13,221.84	\$2,800.00	\$11,200.00	\$3,500.00	\$14,000.00	\$3,270.00	\$13,080.00
74. INLETS, SPECIAL #3	1 EACH	\$5,888.17	\$5,888.17	\$4,080.00	\$4,080.00	\$6,000.00	\$6,000.00	\$5,825.00	\$5,825.00
75. INLET TYPE A WITH GRATE TYPE 8	2 EACH	\$1,642.62	\$3,285.24	\$1,282.00	\$2,564.00	\$1,622.00	\$3,244.00	\$1,625.00	\$3,250.00
76. TRAFFIC CONTROL AND PROTECTION (BAXTER RD.)	1 L.S.	\$30,325.36	\$30,325.36	\$74,000.00	\$74,000.00	\$24,349.25	\$24,349.25	\$19,500.00	\$19,500.00

CONTRACTOR AND ADDRESS:			William Charles Construction		Curran Contracting Company		Rock Road Companies, Inc.		Fischer Excavating, Inc.	
			833 Featherstone Road		286 Memorial Court		P.O. Box 1818		1567 Heine Road	
			Rockford, IL 61107		Crystal Lake, IL 60014		Janesville, WI 53547-1818		Freeport, IL 61032	
Item No. and Description	Approx. Quantity		Unit	Total	Unit	Total	Unit	Total	Unit	Total
77. TRAFFIC CONTROL AND PROTECTION (MULFORD RD.)	1 L.S.									
			\$7,581.34	\$7,581.34	\$42,500.00	\$42,500.00	\$10,145.52	\$10,145.52	\$19,500.00	\$19,500.00
78. SIGN PANEL - TYPE 1	60 S.F.		\$24.26	\$1,455.60	\$24.50	\$1,470.00	\$33.48	\$2,008.80	\$23.00	\$1,380.00
79. METAL POST - TYPE B	164 FOOT		\$11.12	\$1,823.68	\$11.50	\$1,886.00	\$13.70	\$2,246.80	\$13.50	\$2,214.00
80. REMOVE AND REINSTALL SOLAR FLASHING BEACONS	2 EACH		\$645.43	\$1,290.86	\$1,750.00	\$3,500.00	\$202.91	\$405.82	\$1,400.00	\$2,800.00
81. FIRE HYDRANTS TO BE ADJUSTED	4 EACH		\$758.13	\$3,032.52	\$2,300.00	\$9,200.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00
82. MANHOLES TO BE ADJUSTED	6 EACH		\$454.88	\$2,729.28	\$1,090.00	\$6,540.00	\$550.00	\$3,300.00	\$450.00	\$2,700.00
83. STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	1,725 FOOT		\$24.82	\$42,814.50	\$25.00	\$43,125.00	\$25.36	\$43,746.00	\$25.00	\$43,125.00
84. TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL (TANGENT)	4 EACH		\$3,148.78	\$12,595.12	\$2,400.00	\$9,600.00	\$2,434.92	\$9,739.68	\$3,115.00	\$12,460.00
85. BITUMINOUS MATERIALS (PRIME COAT)	45,823 POUND		\$0.63	\$28,868.49	\$0.50	\$22,911.50	\$0.01	\$458.23	\$0.01	\$458.23
86. BITUMINOUS MATERIALS (TACK COAT)	33,860 POUND		\$0.89	\$30,135.40	\$0.50	\$16,930.00	\$0.95	\$32,167.00	\$0.31	\$10,496.60
87. CONSTRUCTION LAYOUT	1 LS		\$31,902.28	\$31,902.28	\$35,000.00	\$35,000.00	\$29,990.16	\$29,990.16	\$31,000.00	\$31,000.00
88. POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	1,809 TONS		\$77.23	\$139,709.07	\$86.00	\$155,574.00	\$78.00	\$141,102.00	\$76.00	\$137,484.00
89. POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	723 TONS		\$83.41	\$60,305.43	\$77.00	\$55,671.00	\$74.00	\$53,502.00	\$71.00	\$51,333.00
90. HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	1,210 TONS		\$65.40	\$79,134.00	\$75.00	\$90,750.00	\$65.00	\$78,650.00	\$64.25	\$77,742.50
91. HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	2,688 TONS		\$59.85	\$160,876.80	\$62.00	\$166,656.00	\$62.00	\$166,656.00	\$60.00	\$161,280.00
92. HOT-MIX ASPHALT SHOULDERS, 4" - MULFORD RD.	1,146 SY		\$17.10	\$19,596.60	\$20.00	\$22,920.00	\$18.25	\$20,914.50	\$17.50	\$20,055.00
93. LEVELING BINDER (MACHINE METHOD) N50	976 TONS		\$58.71	\$57,300.96	\$70.00	\$68,320.00	\$75.00	\$73,200.00	\$72.00	\$70,272.00
<b>TOTAL BID</b>			<b>\$3,382,826.77</b>		<b>\$3,452,104.39</b>		<b>\$3,820,496.22</b>		<b>\$3,990,590.83</b>	
Addendum 1			YES		YES		YES		YES	
Addendum 2			YES		YES		YES		YES	
Addendum 3			YES		YES		YES		YES	
Bid Bond			YES		YES		YES		YES	



**Location Map**

# **PUBLIC SAFETY COMMITTEE**

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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE  
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY20 IMPROVING  
CRIMINAL JUSTICE RESPONSES TO DOMESTIC VIOLENCE, DATING  
VIOLENCE, AND STALKING PROGRAM**

**WHEREAS**, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, and Stalking Program (hereinafter the "Grant"); and

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

**WHEREAS**, Subcontractor will provide the services of a full-time Probation Victim Advocate/Walk-In Counselor, a full-time Law Enforcement Victim Advocate, and a part-time Legal Advocate over the term of the Grant; and

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

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

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

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

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



**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

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Fred Wescott

\_\_\_\_\_  
John Butitta

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John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

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

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

ATTEST:

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

County of Winnebago, Illinois

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

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

WHEREAS, the County has been awarded the U.S. Department of Justice's Office on Violence Against Women (OVW) FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Violence, and Stalking Program (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2022, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:**

(a) Subcontractor shall provide the services of a full-time Probation Victim Advocate/Walk-In Counselor. The Probation Advocate/Walk-In Counselor will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Probation Advocate/Walk-In Counselor will work 20 hours per week to support victims/survivors referred by the Winnebago County Adult Probation Department and will work 20 hours per week to support victims/survivors referred through Remedies Renewing Lives Domestic Violence Program as a Walk-In (Non-Residential Services) Counselor. Subcontractor will ensure that the Probation Advocate/Walk-In Counselor is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Probation Advocate/Walk-In Counselor individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide

the Probation Advocate/Walk-In Counselor with any and all necessary office equipment and supplies.

The services to be provided and/or offered by the Probation Advocate/Walk-In Counselor shall include but not be limited to the following:

- (1) Act as a liaison between Winnebago County Adult Probation Department staff and victims/survivors;
- (2) Provide advocacy and support with victims/survivors of domestic violence which may include individual and group advocacy-based counseling services;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(b) Subcontractor shall provide the services of a full-time Law Enforcement Victim Advocate. The Law Enforcement Victim Advocate will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Law Enforcement Victim Advocate will work 40 hours per week. Subcontractor will ensure that the Law Enforcement Victim Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Law Enforcement Victim Advocate will be co-located with the City of Rockford and Winnebago County Sheriff's Police Departments Domestic Violence Units located inside the Winnebago County Criminal Justice Center. The Law Enforcement Victim Advocate shall only share individual office space with staff of Remedies Renewing Lives. Subcontractor shall provide the Law Enforcement Victim Advocate with any and all necessary office equipment and supplies.

The services to be provided by the Law Enforcement Victim Advocate shall include but not be limited to the following:

- (1) Act as a liaison between City of Rockford and Winnebago County Sheriff's Police Department's staff and victim/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;

- (3) Provide domestic violence safety planning;
- (4) Collaborate with the Winnebago County Sheriff's Police and Civil Process Department's as well as other appropriate or necessary law enforcement agencies to improve the service rate of orders of protection so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(c) Subcontractor shall provide the services of a part-time Legal Advocate as described in the contract between the County and Subcontractor for the U.S. Department of Justice, Office on Violence Against Women FY15 Continuation Justice for Families grant program. Under the terms of this ICJR FY20 Contract, the Legal Advocate will work 10 hours per week and will be available to provide advocacy and support with victims/survivors who are participating in order of protection proceedings held in the Family Courts, which are outside the realm of the 17<sup>th</sup> Judicial Circuit Court of the State of Illinois Domestic Violence Coordinated Courts. Subcontractor will ensure that the Legal Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Legal Advocate individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Legal Advocate any and all necessary equipment and supplies.

The services to be provided by the Legal Advocate shall include but not be limited to the following:

- (1) Assist victims/survivors with the petition for an emergency order of protection, accompany victims/survivors to court for both the emergency and plenary order of protection hearings and provide follow-up support as necessary/requested by victims/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and

- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(d) If at any time any the Probation Advocate/Walk-In Counselor, Law Enforcement Victim Advocate and/or Legal Advocate provided by Subcontractor under this Agreement are terminated, resign, or otherwise cease to be employed by Subcontractor for any reason, Subcontractor shall work diligently to immediately notify the Grant Program Manager of the vacancy and to fill the vacant position in an expeditious manner.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Probation Advocate/Walk-In Counselor the sum of \$40,325.74 for year one (1) of this Agreement, \$41,428.71 for year two (2) of this Agreement, and \$42,564.76 for year three (3) of this Agreement for a total amount not to exceed \$124,319.21 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(b) The County agrees to pay Subcontractor for the services of the Law Enforcement Victim Advocate the sum of \$41,426.91 for year one (1) of this Agreement, \$42,562.92 for year two (2) of this Agreement, and \$43,733.02 for year three (3) of this Agreement for a total amount not to exceed \$127,722.85 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate the sum of \$12,137.71 for year one (1) of this Agreement, \$12,418.97 for year two (2) of this Agreement, and \$12,708.66 for year three (3) of this Agreement for a total amount not to exceed \$37,265.34 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Kelsey Hart at [khart@17thcircuit.illinoiscourts.gov](mailto:khart@17thcircuit.illinoiscourts.gov). Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the

submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/survivor/client identifying records and information including but not limited to the Illinois Domestic Violence Act (IDVA) and the U.S. Family Violence Prevention

and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

(1) No Federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

7. **Termination:**

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



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

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

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

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

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

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

(d) Remedies upon termination:

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

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

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-

progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

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

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

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

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

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

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

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

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

Improving Criminal Justice Responses Grant Program  
Attn: Kelsey Hart  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

Remedies Renewing Lives  
Attn: Gary Halbach  
220 Easton Parkway  
Rockford, IL 61108

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

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

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

THE COUNTY OF WINNEBAGO

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

REMEDIES RENEWING LIVES

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
WINNEBAGO COUNTY, ILLINOIS  
AND  
GATEWAY FOUNDATION, INC.**

The Winnebago County Circuit Court (hereinafter "Court"), with administrative offices located at 400 West State Street, Rockford, Illinois 61101, the County of Winnebago (hereinafter "County"), with administrative offices located at 403 Elm State Street, Rockford, Illinois 61101, and Gateway Foundation, Inc. (hereinafter "Gateway"), with administrative offices located at 55 E. Jackson, Suite 1500, Chicago, IL 60604, enter into this Agreement for Residential Substance Abuse Treatment Services (the "Agreement") to set forth the referral and coordination of treatment services for individuals involved in Winnebago County Drug and Winnebago County Therapeutic Intervention Program (hereinafter "TIP").

For the consideration set forth below, the sufficiency of which being hereby acknowledged, Court, County, and Gateway (hereinafter the "Parties") agree as follows:

- A. **Scope of Services** - Winnebago County Drug and Winnebago County TIP will make referrals to Gateway for residential substance abuse services to be provided by Gateway.

Under the terms of his Agreement, Gateway shall perform the following on-site services (this list is not exhaustive):

- Biopsychosocial assessment;
- Psychiatric evaluation; as needed;
- Treatment and discharge planning;
- A minimum of 25 hours of group and educational services weekly;
- Routine nursing, medical and dietary care and education;
- 24 hour supervision, 7 days a week;
- Case management;
- Recreation activities;
- Family education and counseling, when appropriate;
- 12-step orientation meetings and provision for alternative aftercare services;
- GED preparation, if requested, provided that instructors are available;
- Comprehensive discharge planning; and
- Written progress reports as requested.

Under the terms of his Agreement, Court shall provide the following on-site services:

- Participate in case staffing;
- Written exchange of information including but not limited to relevant medical, psychiatric and court report information;
- Court appearances; and
- Site visits as necessary.

**B. Compensation - Court and County agree to reimburse Gateway for residential substance abuse services as follows:**

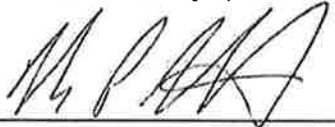
1. Residential treatment at the rate of \$298.98 per day with additional services billed at the set State rate. However, in the event that Gateway receives a rate for residential substance abuse treatment services with the State of Illinois that exceeds the rate set forth above, the above rate shall be increased upon thirty (30) days' notice from Gateway to Court and County.
2. The Parties acknowledges that the residential treatment rate set forth above is equal to or less than the rate Gateway charges to other organizations or entities for similar services, under similar facts and circumstances.
3. Winnebago County Court funds are designated for clients that do not have third-party insurance or who are ineligible for benefits from any third party payor. Gateway agrees that all services provided hereunder will first be billed to a participant's third party payor, such as a qualified group health insurance plan, a private health insurance plan, or Medicaid, if available and subject to applicable law. Gateway further agrees that it will follow and comply with all ARI subcontractor requirements.
4. The Parties acknowledge that there is \$112,017 budgeted from ARI funding for residential substance abuse services during the term of this Agreement. This sum is budgeted and will be used to compensate Gateway and other residential substance abuse providers involved with Winnebago County Drug and Winnebago County TIP. Shared expenditures amongst all residential substance abuse providers may not exceed \$112,017. It is agreed and acknowledged that Gateway shall not be required to provide any additional services hereunder in the event that the above reimbursement cap is exceeded.
5. Invoices will include the participants name and dates of service. Invoices will be submitted to the 17<sup>th</sup> Judicial Circuit Court's Trial Court Administration by the 5<sup>th</sup> day of each month.

**C. Acceptance of Referrals - Gateway's acceptance of referrals shall be based on current admission policies and procedures of Gateway (as may be amended from time to time) and the availability of beds. Continued stay shall be based on Gateway's criteria in effect from time to time.**

- D. Termination of Clients** - Gateway reserves the right to immediately terminate a client for violation of program rules established by Gateway and in effect from time to time, but shall advise Winnebago County Court prior to termination so that Winnebago County court can make arrangements to pick up or relocate the client.
- E. Insurance** - Gateway shall at its own expense procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$2 million in aggregate.
- F. Confidentiality of Records** - As a healthcare service provider, Gateway is subject to various federal, state and local statutes, laws, ordinances and regulations, including, without limitation, the Healthcare Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the Confidentiality Federal Regulations, 42 CFR, part 2 ("Part 2") and federal and state AIDS confidentiality statutes, laws and regulations. Court and County acknowledge that Gateway's client information is protected under applicable federal and state statutes, laws, and regulations. In particular, Court acknowledges that in receiving, storing, processing, or otherwise dealing with client records from Gateway, Court is bound by all such applicable laws including, without limitation, the confidentiality provisions of 42 CFR, part 2, HIPAA, and any applicable state AIDS confidentiality statute and all amendments thereto. Court acknowledges that under the confidentiality and privacy regulations contained in 42 CFR, part 2, Court shall safeguard the confidentiality and privacy of Gateway's clients and the clients' healthcare records, reports and other information related to a client's condition, treatment, progress and prognosis that are provided or otherwise made available to Court pursuant to this Agreement and shall not re-disclose such information without prior written approval by the applicable client (except to the extent otherwise permitted by 42 CFR Part 2 and applicable state law).
- G. Indemnification** - Gateway shall defend and indemnify Court and County and its directors, officers, corporate affiliates, employees, representative, agents, successors and assigns from and against any and all claims, demands, suites fines, penalties or causes of action (collectively, the claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including attorney(s) fees) that result from any and all services provided by Gateway to Winnebago County Drug and Winnebago County TIP clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of Court or County indemnitees.

- H. **Termination** - Any Party may terminate this Agreement for Services by providing 30 days prior written notice to the other Parties.
- I. **Entire Agreement** – The Parties acknowledge this this Agreement constitutes the entire agreement between them and that no promises, terms or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding.

This Agreement shall replace and supersede the previously signed agreement for Services and shall commence on July 1, 2019 and shall terminate on June 30, 2020.

  
\_\_\_\_\_  
President & CEO  
Gateway Foundation, Inc.

12/19/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Haney, in his capacity as  
Winnebago County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eugene G. Doherty, in his capacity as  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

\_\_\_\_\_  
Date



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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENTS FOR THE  
COUNTY OF WINNEBAGO PROBLEM SOLVING COURTS**

**WHEREAS**, the County of Winnebago has a well-developed program of problem solving courts, which are intended to provide an opportunity to avoid a conviction to non-violent offenders who have substance abuse and/or mental health disorders and who have demonstrated a willingness and likelihood for rehabilitation; and

**WHEREAS**, the success of the problem solving courts depends on the assistance of outside contractors to provide substance abuse and mental health treatment services; and

**WHEREAS**, the County problem solving courts include Drug Court, Therapeutic Intervention Program ("TIP") Court, Youth Recovery Court, and Veteran's Court; and

**WHEREAS**, the problem solving courts are primarily funded through grant funds, except the Youth Recovery Court Program, which is funded in part with County funds; and

**WHEREAS**, in order to provide the services needed by the problem solving courts, the County desires to contract with Rosecrance, Inc., Gateway Foundation, Inc., and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions (hereinafter the "Subcontractors"); and

**WHEREAS**, Subcontractors will provide services to support the problem solving courts as set forth in the following agreements, attached hereto as Exhibits A through E, respectively:

- A. Memorandum of Agreement between 17<sup>th</sup> Judicial Circuit court, Illinois, and Cordant Health Solutions to support the Winnebago County Drug Court Program; TIP Court Program, Veteran's Court Program, Family Drug Court, Adult Probation, and Pretrial Services;
- B. Memorandum of Agreement Between Winnebago County, Illinois and Gateway Foundation, Inc. to support the Winnebago County Drug and TIP Court Programs;

- C. Memorandum of Agreement Between Winnebago County, Illinois and Rosecrance, Inc. to support the Winnebago County Drug Court Program;
- D. Memorandum of Agreement Between Winnebago County, Illinois and Rosecrance, Inc. to support the Youth Recovery Court Program; and
- E. Memorandum of Agreement Between Winnebago County, Illinois and Rosecrance, Inc. to support the Winnebago Court TIP Court Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreements between the County of Winnebago and Rosecrance, Inc., Gateway Foundation, Inc., and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions are approved in substantially the same form as the agreements attached hereto as Exhibits A through E.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed, on behalf of the County of Winnebago, to execute the agreements attached hereto as Exhibits A through E.

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

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

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

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

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

ATTEST:

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
17<sup>TH</sup> JUDICIAL CIRCUIT COURT, ILLINOIS  
AND  
CORDANT HEALTH SOLUTIONS**

This Memorandum of Agreement ("Agreement") is dated as of July 1, 2019, by and between REGIONAL TOXICOLOGY SERVICES, LLC d/b/a CORDANT HEALTH SOLUTIONS. ("CORDANT") and 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, ILLINOIS ("CIRCUIT COURT"). Cordant and Circuit Court may be referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, the Circuit Court recognizes the need for professional assistance in providing quality, licensed substance abuse testing for defendants enrolled in the Winnebago County Drug Court Program, Therapeutic Intervention Program "TIP Court", Veteran's Court Program, Family Drug Court, Adult Probation, and Pretrial Services in the 17<sup>th</sup> Judicial Circuit Court who are in need of such services, and

WHEREAS, the Parties have agreed that the services provided to the defendants in these programs pursuant to this Agreement will be beneficial to the parties, the community and the courts.

NOW, THEREFORE, the Parties agree as follows:

**Article I.     GENERAL TERMS**

**Section 1.01   Term of Agreement**

This Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020 and shall replace existing agreement.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 30 days written notice to the other. In the event of termination, Circuit Court will provide payment to Cordant for all services rendered up to the termination date.

Notices under this Agreement shall be to the Circuit Court in care of the Trial Court Administrator. Cordant agrees to name a person to represent it in discussions and development of the program and to whom the Circuit Court can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

### **Section 1.03 Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health Act and the Health Insurance Privacy and Portability Act (HIPPA), concerning the confidentiality of the defendants' information.

### **Section 1.04 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

### **Section 1.05 Indemnity**

Cordant agrees to indemnify Winnebago County and the 17<sup>th</sup> Judicial Circuit Court from all liability including, but not limited to losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property, or loss or use of property arising out of Cordant's performance of work under this agreement. In no manner shall employees of Cordant be construed to be employees of the 17<sup>th</sup> Judicial Circuit Court or Winnebago County.

### **Section 1.06 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the drug testing of defendants. Cordant agrees to name a person to represent it in discussions and development of the program and to whom the Circuit Court can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Cordant under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

## **Article II. SCOPE OF SERVICES**

Cordant agrees to provide the following services:

### **Section 2.01 Administration and Staffing**

Cordant shall provide a minimum of two laboratory collection specialists, one male and one female, who will conduct specimen collections of defendants. These laboratory collection specialists will observe specimen collections according to best practices, prepare necessary reporting paperwork, and employ and preserve of chain of custody protocols. Cordant agrees to maintain the observed drop hours of 8:00 am to 11:30 am and 1:00 pm to 4:30 pm Monday,

Wednesday, Friday; 8:00 am to 11:30 am and 1:00 pm to 7:00 pm Tuesday and Thursday; and Saturday 9:00 am- 11:30 am.

Circuit Court agrees to pay Cordant in accordance with the following fee schedule:

Collection Fee	\$5.79 per Collection
6 Drug Urine panel	\$5.93 per test
9 Drug Urine Panel	\$6.67 per test
6 Drug Oral panel	\$7.38 per test
9 drug Oral panel	\$7.85 per test
Oral Fluid Collection kits	\$3.00 per collection device (this price will be added to the cost of the panel)

The collection fee per collected sample is for services performed by the Cordant employees described in this section and in furtherance of drop collections as well as for direct and indirect expenses associated with providing these services to the 17<sup>th</sup> Judicial Circuit.

The urine and oral fluid panels include automatic LC/MS confirmation of all positive samples. Cordant agrees to enter results into the Sentry system for these standard panels within 24 to 48 hours.

Testing of Drug Court, TIP Court, and Veteran's Court participants that are eligible for Adult Redeploy Illinois funds will be paid using Adult Redeploy Illinois Grant funds not to exceed \$136,892 during the grant fiscal year ending on June 30<sup>th</sup>, 2020. All other defendants toxicology testing will be paid using other funding sources.

In order to assure compliance with state and federal regulations, including federal regulations applicable to Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) grants, Cordant agrees that it will provide Circuit Court with detailed records of activities and expenses for which it seeks payment under this section and Agreement.

## **Section 2.02 Access to Records**

Cordant agrees to allow the judges, attorneys, employees of the 17<sup>th</sup> Judicial Circuit and/or Winnebago County, and employees of contractors working with, for or providing services to the Problem-Solving Court Programs access to treatment records, including notes made regarding individual collections under this Agreement in accordance with the Illinois Mental Health Act, HIPPA, and all applicable state and federal confidentiality laws.

For purposes of this section and this Agreement, both the Circuit Court and Cordant agree and understand that each is a provider within the meaning of HIPPA and applicable regulations so that information may be disclosed between them pursuant to 45 C.F.R. § 164.502(a)(1).

**Article III.    PAYMENT**

**Section 3.01    Monthly Invoices**

Cordant will submit monthly invoices in the form requested by the Circuit Court and in accordance with section 2.01 of this Agreement no later than the 10<sup>th</sup> of each month.

**Article IV.    MISCELLANEOUS**

**Section 4.01    Complete Agreement and Choice of Laws**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations, contracts, agreements, whether oral or written, and are merged herein and made a part hereof.

The laws of the State of Illinois shall govern the performance and interpretations of this Agreement. In the event of a suit by either Party to enforce any term of this Agreement, venue shall be proper only in a court of competent jurisdiction in Winnebago County, Illinois.

*[Signature page to follow]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County and 17<sup>th</sup> Judicial Circuit Court, Illinois and Cordant Health Solutions relating to the 17<sup>th</sup> Judicial Circuit Court drug testing as of the date indicated in the first sentence of this Agreement.

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

**CORDANT HEALTH SOLUTIONS**

By: Amanda Gibbs \_\_\_\_\_ 12-17-2019  
Amanda Gibbs, Cordant Health Solutions, \_\_\_\_\_ Date  
Vice President & General Manager



## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Regional Toxicology Services, LLC dba Cordant Health Solutions, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 130232171

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

CONTRACTOR'S SAM registration is valid until: 04/28/2020

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 3MMA8

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has 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 Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest.

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Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

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The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

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In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency.

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ACCEPTANCE OF ADDENDUM**

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

12-17-2019  
Date



## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Gateway Foundation Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 040883779

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

CONTRACTOR'S SAM registration is valid until: 09/05/2020

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 4PWE1

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has 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 Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

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Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

## **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

## **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

\_\_\_\_\_  
Authorized representative of the Implementing Agency



\_\_\_\_\_  
Authorized representative of the CONTRACTOR

\_\_\_\_\_  
Date

12/11/19

\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, ILLINOIS  
AND ROSECRANCE, INC.**

**ADULT REDEPLOY ILLINOIS  
WINNEBAGO COUNTY THERAPEUTIC INTERVENTION PROGRAM**

This Memorandum of Agreement ("Agreement") is effective as of July 1, 2019, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and WINNEBAGO COUNTY, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively, as the "Parties."

The TIP Court is funded through the Adult Redeploy Grant ("Grant") administered by the Illinois Criminal Justice Information Authority, award number 192009; partially funded by County funds; and partially funded by other state and federal funding sources, as appropriate, assuming fiscal and clinical eligibility.

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed mental health and substance abuse treatment for defendants enrolled in the Winnebago County Therapeutic Intervention Program in the 17<sup>th</sup> Judicial Circuit ("TIP Court") who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides mental health and substance abuse treatment services to persons; and

WHEREAS, the Parties have agreed that the services provided to TIP Court participants pursuant to this Agreement will be beneficial to the parties, the community, the courts, and the participants in the Therapeutic Intervention Program.

NOW, THEREFORE, the Parties agree as follows:

**Article I.      GENERAL TERMS**

**Section 1.01   Term of Agreement**

The Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 60 days' notice to the other, except that Rosecrance may terminate this Agreement if payment is not made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505). In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

### **Section 1.03 Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA), concerning the confidentiality of TIP Court participants' information.

### **Section 1.04 Access to Records**

Rosecrance agrees to allow the judges, attorneys, employees of the County, and employees of the 17<sup>th</sup> Judicial Circuit, access to the records of any TIP participant upon receipt of an appropriate release of information (ROI) in accordance with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

### **Section 1.05 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

### **Section 1.06 Indemnity**

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

The County agrees to indemnify Rosecrance and its officers, directors, and employees from and against all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of the County's breach of this Agreement or the negligent or willful misconduct by the County or the County's employees, agents, and representatives in connection with the County's performance under this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

### **Section 1.07 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Therapeutic Intervention Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

## **Article II.     SCOPE OF SERVICES**

Subject to available funding and based on clinical necessity, Rosecrance agrees to provide the following services:

### **Section 2.01    Staffing**

Rosecrance agrees to provide gender based trauma services, dual disorder treatment, family advocacy, nursing, assessments, and case management as clinically appropriate and medically necessary by and through one trauma therapist; one family psychoeducation specialist; one dual disorder therapist; one nurse; two case managers; and one assessor for the treatment of persons involved in TIP Court. Rosecrance agrees to provide personnel for court staffing, court appearances, and consulting with team members regarding TIP Court participants.

Rosecrance will provide experienced professional staff with the training required by the Illinois Department of Human Services, Divisions of Alcoholism and Substance Abuse and Mental Health and licensure as required by the Illinois Department of Financial and Professional Regulation. All Rosecrance supplied staff and personnel will be employed by Rosecrance or will be contractual employees of Rosecrance.

### **Section 2.02    Services**

Each TIP Court Participant will receive an initial assessment and treatment plan to determine appropriate levels of care and treatment and to identify services that will be provided and the staff responsible for each service. Rosecrance will provide assessments, gender based trauma therapy, dual disorder treatment, family advocacy, nursing, and case management in accordance with each TIP Court Participant's individual treatment plan. Treatment plans may include any of the following services as clinically appropriate, as medically necessary, and as agreed upon by the County and Rosecrance: individual and group therapy, crisis intervention, counseling, drug and alcohol screening, referrals and linkages to other providers or services, medication administration and monitoring, consultation with physicians and psychiatrists, psychiatry, and meetings with and education of TIP Court participants' families about mental illness and the criminal justice system.

Rosecrance and County agree to consult regularly with each other, to ensure that the clinical treatment needs of the TIP Court participants are met, and to attend weekly court, staffings, and team meetings. The parties agree to provide comprehensive and integrated mental health rehabilitation services and support to TIP Court participants and their families to decrease hospitalization and crisis episodes and to increase community functioning in order for the TIP Court participant to achieve rehabilitative, resiliency, and recovery goals.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

### **Section 2.03 Psychiatry**

Rosecrance agrees to provide psychiatric services by licensed psychiatrists for up to 14 hours per month for TIP court clients as clinically appropriate. Psychiatric services include psychiatric evaluations, psychotropic medication monitoring, and psychotherapy. County agrees to pay Rosecrance \$225 per hour of psychiatric service not to exceed \$7,000 per year.

### **Section 2.04 Management and Supervision**

Rosecrance will provide a Clinical Coordinator to supervise all Rosecrance employees who provide services pursuant to this Agreement. The Clinical Coordinator will devote 15% of their time to the TIP Program. County will reimburse Rosecrance for 15% of the Clinical Coordinator's salary as indicated in Exhibit A. Rosecrance will also provide clinical supervision, training, and the management and oversight for all services and employees provided pursuant to this Agreement.

### **Section 2.05 Modification Upon Agreement**

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

## **Article III. PAYMENT FOR SERVICES PROVIDED**

### **Section 3.01 Budget Incorporation**

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit A. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. All rates set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement.

Rosecrance agrees to provide documentation with its invoices to reflect its fees for services. Documentation must include time sheets and payroll documentation for Program Coordinator, Trauma Therapist, Nurse, Dual Diagnosis Therapist, Case Managers, Assessor, and Family Psychoeducation Specialist. Receipts must be included for reimbursement of travel, trainings, medications, client assistance, and course materials and curriculum. Mileage logs must be provided for mileage reimbursement. Ledgers must be provided to document non-reimbursable staff hours billed at the rate of \$122 per hour and for copayments, deductibles, and non-insurance covered services.

### **Section 3.02 Payer of Last Resort**

All reimbursable services must be billed to a client's third party payer, such as commercial insurance or Medicaid, if available. Rosecrance agrees to use the grant funds that are subject to this agreement as payment of last resort.

### **Section 3.03 Copayments, Deductibles, and Noncovered Services**

To remove any fiscal burden to TIP Court Participants, any co-payments or deductibles required by any third party payer will be paid by the County utilizing the grant funds that are the subject of this agreement. Additionally, any treatment that Rosecrance deems necessary in its professional judgment, but for which payment or coverage has been denied by a third party payer, will be paid for by the County at the Illinois Medicaid rate utilizing the grant funds that are the subject of this agreement not to exceed \$60,000 per ARI Grant funding year.

### **Section 3.04 Fee-for-Service Billing**

County agrees to pay Rosecrance for all non-billable services that are not reimbursable by any third party payer including, but not limited to weekly staffing, weekly court calls, daily case management, and all other clinical and therapeutic services that are not reimbursable by a third party payer. These services will be provided by one trauma therapist; one family psychoeducation specialist; one dual disorder therapist; one nurse; two case managers; and one assessor and will be billed on a fee-for-service basis to the County at the rate of \$122.00/hour not to exceed \$230,000 per ARI Grant funding year

### **Section 3.05 Expenses**

As reflected in the incorporated budget Exhibit A, County agrees to pay Rosecrance for its expenses related to the TIP Court Program, including cell phone service, telephone service, supplies, client activities, client medications not billable to insurance, staff mileage, IT costs, staff professional liability insurance, evidenced based materials and curriculum, and psychiatric services as outlined below:

- **Supplies:** Paper and general office supplies costs of \$4,000 per year will provide for the smooth and orderly operation of the program. Paper, toner, file folders, labels and general office supplies are needed for weekly court reports for the clinical team's operation.
- **Other Staff Training Registrations (Local):** Local day training is available throughout the 2019 grant year. Rosecrance will register clinical TIP team members for courses that are related to their specific position such as trauma related courses, dual diagnosis, medication assisted treatment, and nursing. All trainings occur within Illinois. Costs are to be invoiced based on actual expenses not to exceed \$2,100 per year.
- **Medication:** The cost of medications for ARI eligible clients that have insurance deductibles or lack proper insurance coverage. Costs are to be invoiced based on actual expenses not to exceed \$15,000 per year.
- **Client Assistance- Bus Passes:** Bus passes for Rockford Mass Transit will be purchased for TIP Court participants to assist in transportation to treatment and community based services. Out of town bus passes may be purchased to assist a client in returning from residential treatment facilities. Costs are to be invoiced based on actual expenses with documentation, not to exceed \$4,000 per year.

County agrees to pay Rosecrance for travel expenses for the designated staff (Program Coordinator, Clinical Team Leader/ Dual Diagnosis Therapist, TIP Nurse, Trauma Therapist, 2 Case managers, Assessor, or Family Psychoeducation Specialist) to attend the 2019 Illinois Problem-Solving Courts Conference. County also agrees to pay Rosecrance for travel expenses for the designated three of the designated staff (Clinical Team Leader/ Dual Diagnosis Therapist, TIP Nurse, Trauma Therapist, 2 Case managers, or Assessor) who are work 100% on the TIP Court project to attend the 2020 ARI Summit. Travel arrangements must be made in accordance with the Adult Redeploy Illinois and State of Illinois Travel guidelines for per diem reimbursement and mileage. Rosecrance agrees to make travel arrangements in accordance with the amounts outlined in Exhibit A and bill County for the travel costs.

### **Section 3.06 Clinical Supervision**

County agrees to pay Rosecrance 15% of the Clinical Program Coordinator's salary for supervision and oversight. The clinical coordinator will attend weekly court hearings and staffings, will provide monthly supervision to direct care providers, and will be available for consultation with the TIP Court Team as necessary. The estimated monthly cost of 15% of the Clinical Program Coordinator's salary is \$10,905. County agrees to pay Rosecrance 15% of the Program Coordinator's fringe benefits not to exceed \$7,771.50 during the term of the Agreement. County shall not be obligated to pay any accrued Paid Time Off upon an assigned Clinical Program Coordinators separation of employment from Rosecrance.

### **Section 3.07 Residential Treatment**

Rosecrance will also provide residential treatment services for Drug Court and TIP Court participants with a length of stay to be determined by utilizing ASAM criteria and Rosecrance's professional judgment. Bed availability at Rosecrance's residential treatment center is not guaranteed. Drug Court and TIP Court participants admitted for residential treatment services will receive outpatient treatment services from Rosecrance upon discharge at the appropriate level as determined by Rosecrance utilizing ASAM criteria and its professional judgment.

County will pay Rosecrance \$209.55 for each day of residential treatment provided to those Drug Court and TIP Court Program participants that do not have third-party insurance or who are ineligible for benefits from any third-party payer. Rosecrance acknowledges that there is a combined total amount of \$112,017 in ARI grant funds budgeted for residential treatment services over the time period of this agreement which is shared among multiple providers and that charges may not exceed the grant funded amount.

### **Section 3.08 Indirect Costs**

County agrees to pay Rosecrance a management fee in addition to payment for all services listed above that will compensate Rosecrance for the supervision, training, personnel administration, risk management, fiscal management and all other direct and indirect expenses associated with provision of services under this Agreement in compliance with all applicable laws, regulations, rules, and conditions set forth by ICJIA. County agrees to pay Rosecrance a

management fee of 24.7% of the monthly invoice not to exceed \$86,265.44 during the term of this Agreement.

### **Section 3.09 Other Payment Provisions**

County agrees to pay Rosecrance for the services provided in accordance with the provisions of this Agreement. County agrees to pay Rosecrance in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). County agrees to pay Rosecrance for all services provided prior to the termination date regardless of whether County receives Grant funds from the State of Illinois or from any other funding source.

## **Article IV. MISCELLANEOUS**

### **Section 4.01 No Third-Party Beneficiaries**

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

### **Section 4.02 Non-Solicitation**

During the Term of this Agreement and for 1 year following the expiration or termination of this Agreement for any reason, the County agrees not to solicit or hire directly or indirectly any of Rosecrance's employees who provided services pursuant to this Agreement without the prior written consent of Rosecrance. This Section shall survive termination or expiration of this Agreement.

### **Section 4.03 Governing Law; Consent to Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in a court of competent jurisdiction in Winnebago County, Illinois.

### **Section 4.04 Counterparts; Signatures**

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

### **Section 4.05 Entire Agreement; Amendment**

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral

statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by the Parties.

#### **Section 4.06 Modification by Agreement**

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly reference herein, and that no changes or modifications hereto will be made except by express written agreement.

*[signature page follows]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County, Illinois and Rosecrance, Inc. relating to the Winnebago County TIP Court Program as of the date indicated in the first sentence of this Agreement.

#### **WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

#### **17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

#### **ROSECRANCE, INC.**

By:  \_\_\_\_\_ 112619  
David Gomel, President \_\_\_\_\_ Date  
Rosecrance, Inc.





## EXHIBIT A

Description	Computation			Pro-Rated Share	Total Cost	Reimbursement Format
	Cost per Basis	Basis	Length of Time			
Program Coordinator (15% of \$72,700)	\$908.75	Monthly	12	100%	\$10,905.00	Actual
Benefits (15% of Coordinator)	\$647.63	Monthly	12	100%	\$7,771.50	Actual
Psychiatric services (fee for service only)	\$225/	14 hrs/	12	100%	\$7,000.00	Actual
Court and Staffing Time	\$122	Hour	871.3	100%	\$230,000.00	Actual
Copayments, Deductibles, and non-funded Medication				100%	\$60,000.00	Actual
Evidence based materials				100%	\$15,000.00	Actual
Client Assistance- Bus passes, course materials				100%	\$3,000.00	Actual
Supplies	\$333.33	Monthly	12	100%	\$4,000.00	1/12 <sup>th</sup> monthly
Other Local Staff Trainings				100%	\$2,100.00	Actual
ARI Summit- Lodging	\$158.00	Staff	3	100%	\$234.00	Actual
ARI Summit- Per Diem	\$28.00	2.5 days	3 staff	100%	\$168.00	Actual
ARI Summit- Mileage (1 vehicles)	\$0.51	270 mi	1 vehicle	100%	\$156.60	Actual
ILAPSC Conference- Lodging	\$105.28	Per Staff	8 staff	100%	\$1,684.48	Actual
ILAPSC Conference- Per Diem	\$70.00	Per Staff	8 staff	100%	\$560.00	Actual
ILAPSC Conference- Mileage- 2 vehicles	\$0.58	270	2 vehicles	100%	\$313.20	Actual
ILAPSC Conference- Registration	\$295.00	Per Staff	8 Staff	100%	\$2,360.00	Actual
Management Fees		24.7%	Monthly Costs	100%	\$86,265.44	Actual
<b>Total Grant Budget (rounded):</b>					<b>\$435,519.00</b>	

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Rosecrance, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 074587932

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

CONTRACTOR'S SAM registration is valid until: 08/20/2020

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 5YKA3

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has 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 Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the Authority, CONTRACTOR shall complete and submit the state Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest.

#### **SECTION 13. PUBLICATIONS:**

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with state of Illinois funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.



The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ACCEPTANCE OF ADDENDUM**

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, ILLINOIS  
AND ROSECRANCE, INC.**

**ADULT REDEPLOY ILLINOIS  
WINNEBAGO COUNTY DRUG COURT PROGRAM**

This Memorandum of Agreement ("Agreement") is dated as of July 1, 2019, by and between ROSECRANCE, INC, an Illinois-not-for profit corporation. ("Rosecrance") and WINNEBAGO COUNTY, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed substance abuse and co-occurring disorders treatment for defendants enrolled in the Winnebago County Drug Court Program in the 17<sup>th</sup> Judicial Circuit ("Drug Court") who are in need of such services, and

WHEREAS, the Parties have agreed that the services provided to Drug Court Program participants pursuant to this Agreement will be beneficial to the parties, the community, the courts, and the participants in Drug Court.

NOW, THEREFORE, the Parties agree as follows:

**Article I.      GENERAL TERMS**

**Section 1.01   Term of Agreement**

This Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 30 days written notice to the other. In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

Notices under this Agreement shall be to the County at the Trial Court Administrator Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

**Section 1.03   Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health Act and the Health Insurance Privacy and

Portability Act (HIPPA), concerning the confidentiality of Drug Court Program participants' information.

#### **Section 1.04 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

#### **Section 1.05 Indemnity**

Rosecrance agrees to indemnify the County and the 17<sup>th</sup> Judicial Circuit Court from all liability including, but not limited to losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property, or loss or use of property arising out of Rosecrance's performance of work under this agreement. In no manner shall employees of Rosecrance be construed to be employees of the County.

#### **Section 1.06 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Drug Court Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

### **Article II. SCOPE OF SERVICES**

Subject to available funding in accordance to Attachment A and based on clinical necessity, Rosecrance agrees to provide the following services:

#### **Section 2.01 Administration and Staffing**

Rosecrance shall provide one recovery coach/ case manager who is proficient in dual diagnosis and treatment for the Drug Court Program/County. The recovery coach will access needed essential services and resources in the community to support the client's recovery including healthcare and assist with transportation to services and residential treatment. The recovery coach will provide evidence-based Seeking Safety group and provide evidence-based support group for the opiate addicted population that chooses to enhance their recovery with medication assisted therapy (MAT). The recovery coach will attend staffings, court, and team meeting for the Drug Court Program. The recovery coach is funded at 100% by Adult Redeploy Illinois (ARI) Grant funds and therefore will not provide services to individuals who are not a part of the Drug Court Program.

The County will reimburse Rosecrance for cell service, staff mileage, bus passes, training, indirect costs, and fringe benefits related to the recovery coach position not to exceed the budgeted amounts per each service as identified in Attachment A.

In order to assure compliance with state and federal regulations, including federal regulations applicable to Health and Human Services and Adult Redeploy Illinois grants, Rosecrance agrees that it will provide County with detailed records of activities and expenses for which it seeks payment under this section and Agreement.

The fee schedule for services to be provided by Rosecrance for the initial year of this Agreement is attached hereto as Attachment A. The Parties agree and understand that the fee schedule shall be negotiated for each additional year of this Agreement.

#### **Section 2.02 Access to Records**

Rosecrance agrees to allow the judges, attorneys, employees of the County and/or Circuit Court for the 17<sup>th</sup> Judicial Circuit, and employees of contractors working with, for or providing services to the Drug Court Program access to treatment records, including notes made in or during group sessions and individual treatment plans of any individual referred by the Circuit Court for the 17<sup>th</sup> Judicial Circuit, under this Agreement predicated upon appropriate release of information (ROI) in accordance with the Illinois Mental Health Act, HIPPA, and all applicable state and federal confidentiality laws.

For purposes of this section and this Agreement, both the County and Rosecrance agree and understand that each is a provider within the meaning of HIPPA and applicable regulations so that information may be disclosed between them pursuant to 45 C.F.R. § 164.502(a)(1).

#### **Section 2.03 Modification by Agreement**

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly referenced herein, and that no changes or modifications hereto will be made except by express written agreement.

### **Article III. PAYMENT FOR SERVICES PROVIDED**

#### **Section 3.01 Budget Incorporation**

Rosecrance will submit monthly invoices in the form requested by the County and in accordance with section 2.01 of this Agreement no later than the 10<sup>th</sup> of each month. The County will make payments to Rosecrance only for allowable costs based on actual utilization for services rendered as listed in Attachment A, and using ARI grant funds not to exceed the amounts approved for each line item or the total amount budgeted for Rosecrance of \$62,829.00 in the ARI grant. Documentation must include time sheets and payroll documentation, receipts must be included for reimbursement of travel and trainings. Mileage logs must be provided for

mileage reimbursement. Rosecrance agrees to provide documentation with its invoices to reflect its fees for service. The County also agrees to tender payment to Rosecrance in a timely fashion. The ARI grant is incorporated into this Agreement by reference.

### **Section 3.02 Payer of Last Resort**

Rosecrance will be providing the County with those services described in section 2.01 and Article II of this Agreement with the understanding that those services are being reimbursed by the County through the ARI grant and in accordance with applicable ARI grant administration regulations.

Therefore, Rosecrance warrants that it will not seek payment or reimbursement for any of the services provided or expenses incurred by it under this Agreement except from the County and in accordance with the Agreement and the ARI grant, and will not undertake any service or incur any expense on behalf of the County Drug Court Program which is not reimbursable within the meaning and intent of this Agreement and the ARI grant.

## **Article IV. MISCELLANEOUS**

### **Section 4.01 Complete Agreement and Choice of Laws**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations, contracts, agreements, whether oral or written, and are merged herein and made a part hereof.

The laws of the State of Illinois shall govern the performance and interpretations of this Agreement. In the event of a suit by either Party to enforce any term of this Agreement, venue shall be proper only in a court of competent jurisdiction in Winnebago County, Illinois.

*[Signature page to follow]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County, Illinois and Rosecrance, Inc. relating to the Drug Court Program as of the date indicated in the first sentence of this Agreement.

**WINNEBAGO COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Frank Haney, in his capacity as  
Winnebago County Board Chairman

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Eugene G. Doherty, in his capacity as  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

**ROSECRANCE, INC.**

By: David Gomel \_\_\_\_\_ Date 11-2-17  
David Gomel, President  
Rosecrance, Inc.

## ATTACHMENT A

Budgeted Item	Pro-rated Share	Total Budgeted
Recovery Coach		\$36,815.94
	100%	
Benefits- Recovery Coach (30% of paid salary)		\$11,044.78
	30%	
Client Assistance- Bus Passes (200 single \$1.50 & 5- 30/day \$5)		\$1,500.00
	100%	
ARI Summit- Lodging		\$78.00
	100%	
ARI Summit- Per Diem		\$56.00
	100%	
ARI Summit- Mileage		\$156.60
	100%	
ILAPSC Conference- Lodging		\$210.56
	100%	
ILAPSC Conference- Per Diem		\$70.00
	100%	
ILAPSC Conference- Mileage		\$156.60
	100%	
ILAPSC Conference- Registration		\$295.00
	100%	
Management Fee (24.7% of monthly expenses)		\$12,444.72
	100%	
	Total	
	(rounded):	\$62,829



## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Rosecrance, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 074587932

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

CONTRACTOR'S SAM registration is valid until: 08/20/2020

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 5YKA3

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has 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 Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the Authority, CONTRACTOR shall complete and submit the state Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest.

#### **SECTION 13. PUBLICATIONS:**

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with state of Illinois funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ACCEPTANCE OF ADDENDUM**

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

  
\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, ILLINOIS  
AND ROSECRANCE, INC.**

**YOUTH RECOVERY COURT PROGRAM**

This Memorandum of Agreement ("Agreement") is dated as of July 1, 2019, by and among ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and WINNEBAGO COUNTY, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively as the "Parties."

The Youth Recovery Court is partially funded through the Edward Byrne Memorial JAG Grant Funds ("Grant") administered by the Illinois Criminal Justice Information Authority, award number 417040 at 43.5% and partially funded by County funds.

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed substance abuse and co-occurring disorder treatment to juveniles enrolled in the 17<sup>th</sup> Judicial Circuit Court Youth Recovery Court Program ("YRC"), and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance abuse and co-occurring disorder treatment services to youth, adults, and families, and

WHEREAS, the Parties have agreed that the services provided to YRC participants pursuant to this Agreement will be beneficial to the parties, the community, the courts, and the participants in the YRC Program.

NOW, THEREFORE, the Parties agree as follows:

**Article I.     GENERAL TERMS**

**Section 1.01   Term of Agreement**

The Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 60 days' notice to the other, except that Rosecrance may terminate this Agreement if payment is not made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505). In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

**Section 1.03   Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities

Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA), concerning the confidentiality of YRC participants' information.

#### **Section 1.04 Access to Records**

Rosecrance agrees to allow the judges, attorneys, employees of the County, and employees of the 17<sup>th</sup> Judicial Circuit, access to the records of any YRC participant upon receipt of an appropriate release of information (ROI) in accordance with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

#### **Section 1.05 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this agreement and perform under its terms.

#### **Section 1.06 Indemnity**

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

The County agrees to indemnify Rosecrance and its officers, directors, and employees from and against all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of the County's breach of this Agreement or the negligent or willful misconduct by the County or the County's employees, agents, and representatives in connection with the County's performance under this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

#### **Section 1.07 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the YRC Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

## **Article II.     SCOPE OF SERVICES**

Subject to available funding and based on clinical necessity, Rosecrance agrees to provide the following services:

### **Section 2.01    Staffing**

Rosecrance agrees to provide assessments, individual, family, and group therapy; Cognitive Behavioral Treatment (CBT); case management; referrals to psychiatry and to additional resources; and substance use disorder group services as clinically appropriate and medically necessary by and through one home based therapist, one intensive case manager, and one substance abuse clinician for the treatment of persons involved in the YRC Program. Rosecrance agrees to provide personnel for court staffing, court appearances, and consulting with team members regarding YRC Court participants. The home based therapist, intensive case manager, substance abuse clinician and supervisor will regularly attend YRC staffings and court as well as team meetings and trainings in accordance with best practices. In the case of staff absences, Rosecrance will continue providing services through other appropriately qualified and trained employees or contractors.

Rosecrance will provide experienced professional staff with the training required by the Illinois Department of Human Services, Divisions of Alcoholism and Substance Abuse and Mental Health and licensure as required by the Illinois Department of Financial and Professional Regulation. All Rosecrance supplied staff and personnel will be employed by Rosecrance or will be contractual employees of Rosecrance.

### **Section 2.02    Services**

Each YRC Participant will receive an initial assessment and treatment plan to determine appropriate levels of care and treatment and to identify services that will be provided and the staff responsible for each service. Rosecrance will provide services in accordance with each YRC Participant's individual treatment plan. Treatment plans may include any of the following services as clinically appropriate, as medically necessary, and as agreed upon by the County and Rosecrance: individual, family, and group therapy; crisis intervention; counseling; drug and alcohol screening; Cognitive Behavioral Treatment (CBT); case management; substance use disorder group services; and referrals to other providers or services. Individual therapy sessions will occur at least monthly. Family sessions will occur every other month at a minimum. Case management services will be conducted at a minimum of 1 time per week and up to 4 times per week as needed. Treatment plans will be updated regularly and copies will be distributed to the team. A court report will be prepared prior to each court date for each participant containing their attendance to clinical services and updated information on the participants' progress.

Rosecrance and County agree to consult regularly with each other, to ensure that the clinical treatment needs of the YRC participants are met, and to attend weekly court appearances, staffings and team meetings. The parties agree to provide comprehensive and integrated mental health rehabilitation services and support to YRC participants and their families to decrease

hospitalization and crisis episodes and to increase community functioning in order for the YRC participant to achieve rehabilitative, resiliency, and recovery goals.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

### **Section 2.03 Transportation Services**

Rosecrance will provide or arrange for transportation services to YRC participants as needed for activities and services that are described in this Agreement and that are required by the YRC participant's treatment plan.

### **Section 2.04 Management and Supervision**

Rosecrance will provide supervision to oversee the delivery of all services by Rosecrance employees to YRC participants and their families. The clinical coordinator is responsible for day-to-day communication and oversight of the team. The coordinator supervises the team which includes orientation, training, regular supervisory meetings, and scheduled evaluations. The coordinator ensures that client records are maintained consistent with all regulations.

### **Section 2.05 Modification upon Agreement**

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

## **Article III. PAYMENT FOR SERVICES PROVIDED**

### **Section 3.01 Budget Incorporation**

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit A. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. All amounts set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement.

### **Section 3.02 Payer of Last Resort**

All reimbursable services will be billed to a client's third party payer, such as commercial insurance or Medicaid, if available. Rosecrance agrees to use the grant funds that are subject to this Agreement as payment of last resort.

### **Section 3.03 Copayments, Deductibles, and Noncovered Services**

To remove any fiscal burden to YRC Participants, any co-payments or deductibles required by any third party payer will be paid by the County utilizing the grant funds and County funds that are the subject of this Agreement. Additionally, any treatment that Rosecrance deems necessary in its professional judgment, but for which payment or coverage has been denied by a third party payer, will be paid for by the County at the Illinois Medicaid rate utilizing the allocated grant and county funds that are the subject of this agreement.

### **Section 3.04 Fee-for-Service Billing**

County agrees to pay Rosecrance for all non-billable services that are not reimbursable by any third party payer including, but not limited to weekly staffing, weekly court calls, daily case management, and all other clinical and therapeutic services that are not reimbursable by a third party payer. These services will be billed on a fee-for-service basis to the County at the rate of \$80.00/hour.

### **Section 3.05 Expenses**

As reflected in the incorporated budget, County agrees to pay Rosecrance for its expenses related to the YRC Program, including cell phone service, telephone service, supplies, medication, mileage, occupancy, and client assistance for bus passes.

County agrees to pay Rosecrance for travel expenses for the designated staff (Home Based Therapist, Intensive Case Manager, Substance Abuse Clinician and Clinical Supervisor) to attend the Illinois Problem-Solving Courts Conference. Travel arrangements must be made in accordance with the State of Illinois Travel guidelines for per diem reimbursement and mileage. Rosecrance agrees to make travel arrangements in accordance with the amounts outlined in Exhibit A and bill County for the travel costs.

### **Section 3.06 Clinical Supervision**

County agrees to pay Rosecrance for during the term of this Agreement, payable in monthly installments, for supervision and oversight provided by a clinical coordinator. The clinical coordinator will attend weekly court hearings and staffings, will provide monthly supervision to direct care providers, and will be available for consultation with the YRC Court Team as necessary.

### **Section 3.07 Management Fee**

County agrees to pay Rosecrance a management fee in addition to payment for all services listed above that will compensate Rosecrance for the supervision, training, and all other direct and indirect expenses associated with providing these services. County agrees to pay Rosecrance a management fee of 24.7% of the monthly services not to exceed \$33,896.77 total or \$14,745.09 in grant funds under the term of this Agreement.

### **Section 3.08 Other Payment Provisions**

County agrees to pay Rosecrance for the services provided in accordance with the provisions of this Agreement. County agrees to pay Rosecrance in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). County agrees to pay Rosecrance for all services provided prior to the termination date regardless of whether County receives Grant funds from the State of Illinois or from any other funding source.

## **Article IV. MISCELLANEOUS**

### **Section 4.01 No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

### **Section 4.02 Non-Solicitation**

During the Term of this Agreement and for 1 year following the expiration or termination of this Agreement for any reason, County agrees not to solicit or hire directly or indirectly any of Rosecrance's employees who provided services pursuant to this Agreement without the prior written consent of Rosecrance. This Section shall survive termination or expiration of this Agreement.

### **Section 4.03 Governing Law; Consent to Jurisdiction.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the Illinois courts located in Winnebago County, Illinois.

### **Section 4.04 Counterparts; Signatures.**

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

### **Section 4.05 Entire Agreement; Amendment**

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be

of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by the Parties.

#### **Section 4.06 Modification by Agreement**

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly reference herein, and that no changes or modifications hereto will be made except by express written agreement.

*[remainder of page intentionally left blank]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County, Illinois and Rosecrance, Inc. relating to the Youth Recovery Court Program as of the date indicated in the first sentence of this Agreement.


**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

**ROSECRANCE, INC.**

By:  \_\_\_\_\_ 11-1-17  
David Gomel, President \_\_\_\_\_ Date  
Rosecrance, Inc.



## EXHIBIT A

Budget Item	Grant Portion 43.5%	County Portion 56.5%	Total Cost
Program Coordinator	\$3,224.99	\$4,188.79	\$7,413.78
Fringe Benefits	\$967.50	\$1,256.63	\$2,224.13
Supplies	\$595.08	\$772.92	\$1,368.00
Client Assistance- Bus passes	\$522.00	\$678.00	\$1,200.00
Clinical Staff Court, staffing, and non-reimbursed time \$80/ hour	\$33,930.00	\$44,070.00	\$78,000.00
Client Copayment, Deductibles, & Unfunded	\$19,140.00	\$24,860.00	\$44,000.00
Other (ILAPSC Conference Registration)	\$513.30	\$666.70	\$1,180.00
Other (Management Free) 24.7%	\$14,745.09	\$19,151.68	\$33,896.77
PerDiem (ILAPSC Conference) 4 attendees	\$146.16	\$189.84	\$336.00
ILAPSC Mileage- Reimbursement	\$66.10	\$85.86	\$151.96
Lodging (ILAPSC Conference)	\$591.60	\$768.40	\$1,360.00
	\$74,441.83	\$96,688.81	\$171,130.64

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Rosecrance, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 074587932

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

CONTRACTOR'S SAM registration is valid until: 08/20/2020

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 5YKA3

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has 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 Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the Authority, CONTRACTOR shall complete and submit the state Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest.

#### **SECTION 13. PUBLICATIONS:**

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with state of Illinois funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.



## ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

  
\_\_\_\_\_  
Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Winnebago County		DUNS#: 010243822		NOFO ID: 2096-988	
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)		Grant #: 322017	
				State Fiscal Year(s): 2020	
				Project Period: 07/01/2019-06/30/2020	
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$ 32,650			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Year 1			
1. Personnel (Salaries & Wages) 200.430		\$ 19,188			
2. Fringe Benefits 200.431		\$ 2,817			
3. Travel 200.474		\$ 3,587			
4. Equipment 200.439		\$ -			
5. Supplies 200.94		\$ 2,458			
6. Contractual Services (200.318) & Subawards (200.92)		\$ 4,600			
16. Total Direct Costs (lines 1-15) 200.413		\$ 32,650			
17. Indirect Costs* (see below) 200.414					
Rate: % Base: \$		\$ -			
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 32,650			

## SECTION A (continued) Indirect Cost Rate Information

Revised 10/23/19

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

**NOTE:** (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.  
 B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.  
 C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

**NOTE:** (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

**NOTE:** (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

**NOTE:** (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

- 4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:  
☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;  
☐ Complies with other statutory policies (please specify):  
 The Restricted Indirect Cost Rate is \_\_\_\_\_ %

- 5) ☒ No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information  
if Option (1) or (2a) is selected

Period Covered by the NICRA: \_\_\_\_\_  
 Approving Fed/State Agency (please specify): \_\_\_\_\_  
 The Indirect Cost Rate is: \_\_\_\_\_ %  
 The Distribution Base is: \_\_\_\_\_

Section A - Indirect Cost Info

Rev

<b>STATE OF ILLINOIS</b>		<b>UNIFORM GRANT BUDGET TEMPLATE</b> (updated by ICJIA)		<b>AGENCY: Illinois Criminal Justice Information Authority</b>	
<b>Implementing Agency Name: Winnebago County</b>		<b>DUNS#: 010243822</b>		<b>NOFO ID: 2096-988</b>	<b>Grant #: 322017</b>
<b>CFSA Number: 546-00-2096</b>		<b>CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)</b>		<b>State Fiscal Year(s): 2020</b>	<b>Project Period: 07/01/2019-06/30/2020</b>
<i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.</i>					
<b>SECTION B -- MATCH FUNDS</b>					
<b>Program Revenues</b>		<b>Year 1</b>			
Grantee Match Requirement: ____% (ICJIA to populate only if match is required)					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
<b>NON-STATE Funds Total</b>		<b>\$</b>	<b>-</b>		
<b>BUDGET SUMMARY MATCH FUNDS</b>					
<b>Budget Expenditure Categories</b> <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		<b>Year 1</b>			
1. Personnel (Salaries & Wages) 200.430		\$	-		
2. Fringe Benefits 200.431		\$	-		
3. Travel 200.474		\$	-		
4. Equipment 200.439		\$	-		
5. Supplies 200.94		\$	-		
6. Contractual Services (200.318) & Subawards (200.92)		\$	-		
16. Total Direct Costs (lines 1-15) 200.413		\$	-		
17. Indirect Costs* (see below) 200.414					
Rate: _____ % Base: _____		\$	-		
<b>18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)</b>		<b>\$</b>	<b>Section B -- Match Funds</b>		

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Winnebago County	DUNS#: 010243822	NOFO ID: 2096-988	Grant #: 322017
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)	State Fiscal Year(s): 2020	Project Period: 07/01/2019- 06/30/2020

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). "

Implementing Agency		Program Agency
Winnebago County	Winnebago County	
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
Signature	Signature	Signature
Steve Chapman	Frank Haney	
Name of Official	Name of Official	Name of Official
County Administrator & Chief Financial Officer	County Board Chariman	
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
Date of Signature	Date of Signature	Date of Signature

**Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.**

**FFATA Data Collection Form** (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

<b>Grantee (or Subgrantee) DUNS:</b>			
<b>Grantee (or Subgrantee) Name:</b>			
<b>Grantee (or Subgrantee) DBA:</b>			
<b>Grantee (or Subgrantee) Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip+4:</b>	<b>Congressional District:</b>
<b>Grantee (or Subgrantee) Principal Place of Performance:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip+4:</b>	<b>Congressional District:</b>
Grant #: 322017      Award Amount: \$      32,650      Project Period: 07/01/2019-06/30/2020			
<b>State of Illinois Awarding Agency:</b> Illinois Criminal Justice Information Authority			
<b>CSFA Short Description:</b> Illinois Family Violence Coordinating Council (IFVCC)			
<b>Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:</b>			
<b>Q1.</b> In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If yes, must answer Q2 below.			
No <input type="checkbox"/> If no, you are not required to provide data.			
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input type="checkbox"/> If yes, you are not required to provide data.			
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.			
<b>Please provide names and total compensation of the top five officials:</b>			
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	

### Section C - Budget Worksheet & Narrative

**1). Personnel (Salaries & Wages)** (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
<i>Kelsey Hart</i>	<i>Local Council Coordinator</i>	\$ 19,188	Year	100.00%	1.00	\$ 19,188		\$ 19,188
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
<b>Total</b>						<b>\$ 19,188.00</b>	<b>\$ -</b>	<b>\$ 19,188.00</b>

**Personnel Narrative:**

- The Local Council Coordinator is a part-time position, working approximately 20.5 hours per week at a rate of \$18/hour. The LCC provides administrative assistance to the council and mobilizes resources to effectively address the goals, and accompanying activities, as outlined in the grant. The LCC works with established committees to identify, develop, and analyze work plans to meet the grant's goals. The LCC networks to establish new committees, as identified by the Steering Committee. Responsibilities of the LCC also include completing all data and fiscal reports as required.
- A 3% standard cost of living raise is included for the LCC, bringing the hourly rate from \$17.50 in FY19 to \$18 in FY20.  $\$18 \times 20.5 \text{ hours per week} \times 52 \text{ weeks} = \$19,188.00$ . This is a county wide standard rate increase for cost of living.

### Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

[illegible]

**Fringe Narrative:**

- Fringe benefits for LCC are calculated based on 7.65% for FICA and 7.03% for IMRF. No additional benefits are provided through the FVCC grant.



### Section C - Budget Worksheet & Narrative

**3). Travel (2 CFR 200.474)--** Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
LCC mileage to All Council Meeting (required)	Springfield, IL	1	\$ 0.58	410	mileage	1	2	\$ 476		\$ 476
LCC per diem for All Council Meeting (required)	Springfield, IL	1	\$ 28.00	1	per diem	1	3	\$ 84		\$ 84
LCC lodging for Statewide Training (required)	Springfield, IL	1	\$ 80.00	1	lodging	1	1	\$ 80		\$ 80
Nat'l Speaker Airfare	TBD	1	\$ 400.00	1	airfare	1	1	\$ 400		\$ 400
Nat'l Speaker Ground Travel	TBD	1	\$ 50.00	2	Ground Travel	1	1	\$ 100		\$ 100
Nat'l Speaker Hotel	TBD	1	\$ 80.00	1	lodging	1	1	\$ 80		\$ 80
Nat'l Speaker Per Diem	TBD	1	\$ 28.00	1	per diem	1	2	\$ 56		\$ 56
LCC & council member mileage to Nat'l Conference	Chicago, IL	1	\$ 0.58	180	mileage	2	1	\$ 209		\$ 209
LCC & council member lodging for Nat'l Conference	Chicago, IL	1	\$ 257.00	3	lodging	2	1	\$ 1,542		\$ 1,542
LCC per diem for Nat'l Conference	Chicago, IL	1	\$ 28.00	3	per diem	1	1	\$ 84		\$ 84
Council member mileage to IFVCC Spring Training	Springfield, IL	1	\$ 0.58	410	mileage	2	1	\$ 476		\$ 476
										\$ -
										\$ -
										\$ -
<b>Total</b>								<b>\$ 3,587</b>	<b>\$ -</b>	<b>\$ 3,587</b>

#### Travel Narrative:

- LCC travel costs include 2 trips from Rockford, IL to Springfield, IL as required by IFVCC. One is one-day trip for All Council Meeting; other is 2-day trip with an All Council Meeting, followed by Statewide IFVCC Training.
- 205 miles one-way x .58 reimbursement rate = \$119 x 4 = \$476
- Lodging \$70 (approved state rate) per night plus 13% tax = \$80
- Per diem \$28 per day x 3 days = \$84
- Nat'l Speaker Travel Expenses -This project will support the cost to bring one national level expert to travel to Rockford to conduct a training for community members and professionals. This training will attendees's awareness and knowledge on family violence related issues and provide up to date, relevant information that will be useful in their work.
- Based on past experience and grant projects, most presenters reside in metropolitan areas, outside of Illinois, where roundtrip airfares average \$400 per trip.
- Airfare = \$400
- Ground Transportation (car rental) to travel from Chicago to Rockford and locally = \$100 for 2 days or 50 per day.
- Hotel 1 night = \$80 (\$70.00 approved state rate plus 14% tax)
- Per Diem \$28/day x 2 days = \$56
- Estimated mileage for LCC and 3 council members in 2 cars from Rockford, IL to the National Conference on Health and Domestic Violence in Chicago (April 27-30, 2020).
- 90 miles one way x .58 = \$52 x 2 (round trip) = \$104.40 x 2 cars = \$209
- Lodging \$257 (\$219.00 approved federal rate according to gsa.gov plus 17.4% tax) x 2 rooms = \$514 x 3 nights = \$1,542
- Per Diem \$28/day x 3 days = \$84
- Estimated 4 council members in two cars from Rockford, IL to attend the statewide IFVCC Spring Training in Springfield, IL.
- 205 miles one way x .58 = \$119 x 2 (round trip) = \$238 x 2 cars = \$476

**Section C - Budget Worksheet & Narrative**

**4). Equipment (2 CFR 200.439)** -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>				\$ -	\$ -	\$ -

Equipment Narrative:

## Section C - Budget Worksheet & Narrative

**5). Supplies (2 CFR 200.94)** --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>General Supplies</i>	1	\$ 458.00	100.00%	\$ 458		\$ 458
<i>Printing</i>	1	\$ 2,000.00	100.00%	\$ 2,000		\$ 2,000
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>				<b>\$ 2,458</b>	<b>\$ -</b>	<b>\$ 2,458</b>

**Supplies Narrative:**

- General supplies listed in the budget are necessary for the LCC to execute all duties and responsibilities as required by the FVCC grant project. The cost of supplies is estimated based on purchases in prior grant funded years and includes: printer cartridges, pens, folders, paper clips, staples, post-its, markers and paper.
- Printing costs are estimated based on prior grant funded years. Quantities and prices will vary depending on needs for events and types of printing required. For example, our health care committee has requested a reprint of RADAR cards, which will include cutting and laminating. Cutting and laminating does increase cost. Costs for basic, high quality printing should not exceed \$0.50 per sheet.

## Section C - Budget Worksheet & Narrative

**6. Contractual Services (2 CFR 200.318) & Subawards (200.92)** – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

*Please also note the differences between subaward, contract, and contractor (vendor):*

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Nat'l Speaker prep time and speaking fee	\$ 2,000.00	1	1	100.00%	\$ 2,000		\$ 2,000
Costs associated with CLEs and CEUs for nat'l training and lunch & learn programming	\$ 250.00	1	1	100.00%	\$ 250		\$ 250
Costs associated with sending LCC to nat'l training	\$ 500.00	1	1	100.00%	\$ 500		\$ 500
Costs associated with OP Clinic video	\$ 1,000.00	1	1	100.00%	\$ 1,000		\$ 1,000
Stipend for Training	\$ 500.00	1	1	100.00%	\$ 500		\$ 500
Costs associated with reasonable accommodations for people with disabilities	\$ 350.00	1	1	100.00%	\$ 350		\$ 350
<b>Total</b>					\$ 4,600	\$ -	\$ 4,600

### Contractual Narrative:

- In FY20, grant funds will support the cost of bringing one national expert on a family violence related topic to train professionals and community members in the 17th Judicial Circuit. Cost will not exceed \$2,000 for speaker's prep time and presentation. Prep time 8 hours, travel time 12 hours, and presentation time 8 hours = 28 hours (2000/28= \$71 estimated hourly rate) Grantee will not expend funds for training without providing additional written documentation of the specific training for ICJIA's review and approval.
- \$350 for reasonable accommodations for people with disabilities. To comply with ADA, the 17th FVCC is committed to providing reasonable accommodations for people with disabilities to participate in meetings and trainings. This includes ASL translators, braille, and other technological solutions. These costs will vary dependent on frequency, quantity, and availability. This is based on previous grant experience.
- To encourage participation in our nat'l training, the 17th FVCC will offer Continuing Legal Education credits and Continuing Education Credits for professionals. Based on past experience, CLEs cost is \$50/per event. CLEs = \$50.00. We will also offer CLEs at some of our monthly lunch and learns events \$50 x 4 = \$200. Total \$50 + \$200 = \$250
- Stipends will include agencies participating in planning meetings, committees and assisting with implementation of trainings, lunch and learns and educators' summit to increase the coordinated response to violence. -Rate anticipated based on past experience is no more than \$25.00 per hour. Hours will vary from agency to agency depending on specific duties they are responsible for. Stipend provided to local human trafficking agency for participation in planning and training for Educators' Summit. Total hours estimated between at 20 and 60 for one agency. Total stipends cost is \$500.
- Conference Fee = \$500 Support the LCC to attend the National Conference on Health and Domestic Violence. The LCC will attend this training with members of the Medical Response to Domestic Violence to enhance knowledge and gain tools that will be brought back to the local council and used to develop and enhance the coordinated community response to family violence. This estimated cost is based on trainings that have been offered in the past by other nat'l organizations like the Battered Woman's Justice Project and End Violence Against Women International.
- \$1000 for costs associated with completing OP Clinic video to educate victims seeking Emergency and Plenary OPs. Rate based on quote from local videographer. Total cost of project is shared with Domestic Violence Coordinated Courts and includes substantial donated time from videographer.

## Section C - Budget Worksheet & Narrative

**16). Indirect Cost** (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
					\$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title  
Chief Financial Officer (or equivalent)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title  
Executive Director (or equivalent)

\_\_\_\_\_  
Date of Signature

## Section C - Budget Worksheet & Narrative

**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-Statel funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<b>1. Personnel</b>	\$ 19,188.00	\$ -	\$ 19,188.00
<b>2. Fringe Benefits</b>	\$ 2,817.00	\$ -	\$ 2,817.00
<b>3. Travel</b>	\$ 3,587.00	\$ -	\$ 3,587.00
<b>4. Equipment</b>	\$ -	\$ -	\$ -
<b>5. Supplies</b>	\$ 2,458.00	\$ -	\$ 2,458.00
<b>6. Contractual Services</b>	\$ 4,600.00	\$ -	\$ 4,600.00
<b>16. Indirect Costs</b>	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COSTS</b>	\$ 32,650.00	\$ -	\$ 32,650.00

<b>ICJIA Agency Approval</b>		<b>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</b>		<b>AGENCY: Illinois Criminal Justice Information Authority</b>	
Implementing Agency Name: Winnebago County		DUNS#: 010243822		NOFO ID: 2096-988	
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)		Grant #: 322017	
				State Fiscal Year(s): 2020	
				Project Period: 07/01/2019-06/30/2020	

**FOR ICJIA USE ONLY**

<b>Final Budget Amount Approval</b>			
Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

<b>Budget Revision Amount Approval</b>			
Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

<b>Budget Revision Amount Approval</b>			
Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

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

Sponsored by: Aaron Booker  
Submitted by: Public Safety Committee

2020 CR

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**RESOLUTION RENEWING THE ANNUAL MAINTENANCE AGREEMENT  
FOR X-RAY SCANNERS**

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**WHEREAS**, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in 2012 from AutoClear, LLC; and,

MODEL: **AC6848** SERIAL # **121025P#235MESM**  
MODEL: **AC6848** SERIAL # **130122P#08MESM**  
MODEL: **AC6848** SERIAL # **130124P#09MESM**  
MODEL: **AC6848** SERIAL # **121025P#236MESM**  
MODEL: **AC6848** SERIAL # **121107P#253MESM**  
MODEL: **AC6848** SERIAL # **121107P#252MESM**  
MODEL: **AC6848** SERIAL # **121106P#249MESM**

**WHEREAS**, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

**WHEREAS**, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

**WHEREAS**, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400.00) per unit, for a total of THIRTY-THOUSAND EIGHT HUNDRED DOLLARS (\$30,800.00); and

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement and recommends renewal;and

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:



<b>12000-27000:</b>	<b>2 X-Ray Machines</b>	<b>\$ 8,800</b>
<b>12000-01721:</b>	<b>3 X-Ray Machines</b>	<b>\$13,200</b>
<b>12000-01056:</b>	<b>1 X-Ray Machine</b>	<b>\$ 4,400</b>
<b>12000-01526:</b>	<b>1 X-Ray Machine</b>	<b>\$ 4,400</b>

**NOW, THEREFORE, BE IT RESOLVED**, that any agreement entered into by the County pursuant to the authority granted in this Resolution shall have substantially the same terms as those contained in the agreement, which is attached to this Resolution as Resolution Attachment A.

**BE IT FURTHER RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Facilities Engineer is hereby directed and authorized to renew the AutoClear, LLC Annual Maintenance Agreement with AutoClear, LLC and to issue a purchase order to AUTOCLEAR, LLC, 10A BLOOMFIELD AVENUE PINE BROOK, NJ 07058 in the amount of THIRTY THOUSAND EIGHT HUNDRED DOLLARS (\$30,800.00) for payment of the one year agreement.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby directed and authorized to prepare and deliver certified copies of this Resolution to the Facilities Engineer, Director of Purchasing, Finance Director, Board Office and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

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

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

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

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

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

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

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

## Resolution Attachment A

### AUTOCLEAR

10A BLOOMFIELD AVE, PINE BROOK, NJ 07058

Tel: 973-276-6000;

Fax: 973-276-6166

### ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:

Winnebago County  
650 West State St  
Rockford, IL 61101

GSA ACCOUNT: \_\_\_\_\_

ATTN: Ann Johns  
PHONE: 815-319-4386

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
AC6848	121025P#235MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	130122P#08MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	130124P#09MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	121025P#236MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	121107P#253MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	121107P#252MESM	01/28/20 – 01/17/21	PLATINUM	\$4400
AC6848	121106P#249MESM	01/28/20 – 01/27/21	PLATINUM	\$4400

TOTAL: \$30,800

THERE ARE 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR WITH THE PLATINUM LEVEL. TO BE SCHEDULED BY THE ACCOUNT.  
PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

CUSTOMER SIGNATURE \_\_\_\_\_

POSITION \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED BY AUTOCLEAR \_\_\_\_\_ DATE: \_\_\_\_\_

AUTOCLEAR,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.

# AUTOCLEAR MAINTENANCE AGREEMENT

## GENERAL TERMS AND CONDITIONS

- A. Equipment:** This Agreement covers only the Equipment described and does not include items that are not of AutoClear LLC (AC) manufacture unless otherwise specified.
- B. INSPECTION:** Each item of Equipment shall be inspected and tested each year as specified in the Plan selected. Repairs and adjustments will be made provided the need rises from normal usage and not from abuse, labor disputes, fire, water, explosions, or as a result of improper power or environmental conditions that are the responsibility of the Customer. This inspection shall consist of a complete check of the Equipment, alignment, and cleaning when considered necessary by an AC Service Engineer or Authorized Service Representative.
- C. CONDITIONS OF ACCEPTANCE:** AC will inspect and overhaul any Equipment that is not currently covered by either the Warranty or Annual Maintenance Agreement in order to determine that the Equipment is acceptable before enrollment. The inspection and overhaul will be at the Customer's location and will be chargeable at a Discounted Per Diem Rate plus the cost of any parts needed.
- D. REPAIR:** AC shall repair at no charge any Equipment that fails under normal usage that is repairable at Customer's location. Equipment that requires factory attention must be returned to the factory for repair at Customer's expense. All items being returned must have a Return Authorization Number that is received from the Service Department. This Agreement does not include repairs resulting from Operator Error, Damage caused by a third party, Acts of Nature, Union Disputes, etc.
- E. RESPONSIBILITY:** All services are to be performed in good faith, but no responsibility can be assumed by AC for delays by suppliers in providing material services, for acts of God, decrees or acts of government, strikes, delays in transportation, Unavailability of Replacement Parts, interruption of business of either party or other causes beyond AC's control and in any event AC shall not be liable for consequential loss or damage.
- F. COMPONENT EXCHANGES:** AC may, at its discretion, exchange or modify components. Only those components, which may have not been altered in such fashion as to destroy their intrinsic value, will be considered suitable for exchange or modification.
- G. EMERGENCY SERVICE:** In addition to the agreed inspection visit, Customer may call for visits at no additional charge during our Regular Business Hours in case of Emergency Technical Breakdowns. The term Emergency Technical Breakdown as used here shall not apply to normal replacement of expandable items. Every responsible effort will be made to give a 24-hour AutoClear response time to emergency calls during regular business hours.
- H. COVERAGE:** The Maintenance Agreement shall cover travel expenses, parts and services as specified in the Service Plan selected. See attached Service Plan Options.
- I. CUSTOMER FACILITIES:** Customer is to provide resources necessary to move or transport Equipment, including the services of electricians, plumbers, masons, carpenters, or other craftsmen where such services may be necessary in modifying or correcting the customer's facilities. Such service is to be provided promptly.
- J. RENEWAL:** This Agreement may be renewed for additional successive yearly periods by mutual consent at prices effect at time of renewal.
- K. TERMINATION:** Either party may terminate this Agreement at any time on 30-Day Written Notice. Any refunds and additional charges shall be made on a Pro-Rata basis.
- L. PAYMENT TERMS:** Invoices will be issued approximately 30 days prior to the commencement of the Agreement. Payment is Net 30 Days from the date of the invoice. Special terms are available subject to an additional service charge. Standard U.S. Government payment terms for the period of the Agreement will be extended to all Federal Agencies. Credit Cards are accepted for payment.
- M. HOURS OF SERVICE:** All maintenance rates are based on providing service during our Regular Business hours, 8:30 to 5:00pm. Monday thru Friday excluding Holidays. Where service is required in addition to or outside of these hours, such service is chargeable at our Normal Hourly rate instead of our over-time hourly rate charged to Per Diem Customers. Service outside our normal working hours where a Service Engineer is called from their home has a Four Hour Minimum Charge.
- N. TRAVEL TIME:** Travel time will be that time spent traveling from the last location or from the local Service Office, whichever is the lesser distance under normal circumstances, and then return to same or any portion thereof, not chargeable to another Customer.
- O. GUARANTEE:** All Per Diem work performed and all material installed (excluding that material which has its own specific warranty), by AC is guaranteed for 30 days from completion date, for that work actually performed to be within manufacturer's specifications. Additional work required, regardless of time interval, will be charged accordingly.
- P. TAXES:** Customer shall pay all applicable taxes payable based on charges made or services furnished hereafter.

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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE  
SPONSORED BY: AARON BOOKER

RESOLUTION EXTENDING PROCLAMATION DECLARING  
THE COUNTY OF WINNEBAGO, ILLINOIS, A DISASTER AREA  
FOR CORONAVIRUS RESPONSE (2<sup>nd</sup> Extension)

WHEREAS, a significant global outbreak of Coronavirus Disease 2019 (COVID-19) has been ongoing since early 2020 and, as of April 16, 2020, Winnebago County reports 144 confirmed cases and 8 deaths, while the State of Illinois reports 27,575 cases and 1,134 deaths as of April 17, 2020; and

WHEREAS, Section 11 of the Illinois Emergency Management Agency Act (the “Act”) empowers the County Board Chairman to declare a local disaster; and

WHEREAS, on March 16, 2020, Winnebago County Chairman Frank Haney issued a Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response; and

WHEREAS, the Act provides that the proclamation cannot be continued for a period in excess of seven (7) days except with the consent of the County Board; and

WHEREAS, the County Board approved a resolution on March 19, 2020, extending the Proclamation to April 30, 2020; and

WHEREAS, given the continuing risk posed by COVID-19 in Winnebago County, the County Board has determined that it is in the best interests of the County of Winnebago to extend the period of the Proclamation for an additional forty-five (45) days to June 14, 2020.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response is hereby extended for an additional 45 days to June 14, 2020.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Resolution to the County Administrator, the Winnebago County Health Department Administrator, the Winnebago County Sheriff, and the Winnebago County State’s Attorney.

Respectfully submitted,

**PUBLIC SAFETY  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
JOHN BUTTITA

\_\_\_\_\_  
JOHN BUTTITA

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

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

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

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

Attested by:

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

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

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**2020 CR \_\_\_\_\_**

**RESOLUTION EXTENDING INTERGOVERNMENTAL COOPERATION  
AGREEMENT FOR POLICE SERVICES WITH THE VILLAGE OF  
MACHESNEY PARK TO MAY 31, 2020**

WHEREAS, effective May 1, 2018, the County of Winnebago entered into an Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to with the County to provide such services through the office of the Winnebago County Sheriff; and

WHEREAS, the IGA for Police Services is to expire on April 30, 2020; and

WHEREAS, the County and the Village are negotiating a successor IGA and wish to extend the current IGA for Police Services through May 31, 2020, while they continue to negotiate a successor IGA.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that it authorizes the Chairman of the Winnebago County Board to execute an agreement extending the existing Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to provide Policing Services to May 31, 2020 in a form substantially similar to that attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its adoption.

Respectfully submitted,  
Public Safety Committee

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_



**AGREEMENT TO EXTEND INTERGOVERNMENTAL  
COOPERATION AGREEMENT FOR POLICE SERVICES BETWEEN  
WINNEBAGO COUNTY AND THE VILLAGE OF MACHESNEY  
PARK**

This Agreement to Extend Intergovernmental Cooperation Agreement for Police Services ("Agreement") is made this \_\_\_\_ day of April, 2020, by and between the County of Winnebago, an Illinois body politic ("County"), and the Village of Machesney Park, an Illinois municipal corporation ("Village"). The County and the Village shall each be a "Party" to this Agreement and shall be collectively referred to as "Parties." It is acknowledged by the County and the Village that, although the Sheriff of Winnebago County is a signatory to this Agreement, he is not a governmental entity for the purposes of this Intergovernmental Agreement.

WHEREAS, the Parties entered into an Intergovernmental Cooperation Agreement for Police Services effective May 1, 2018, and expiring April 30, 2020; and

WHEREAS, the Parties are negotiating a successor agreement but will be unable to complete negotiations prior to April 30, 2020.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

The County and the Village agree to extend the existing Intergovernmental Cooperation Agreement for Police Services set to expire on April 30, 2020, and all terms, conditions and obligations contained therein, to May 31, 2020.

This Agreement shall be effective May 1, 2020.

In witness whereof, the parties have executed this Agreement on the date set forth above.

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

ATTEST:

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

**Exhibit A**

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Winnebago County Sheriff

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Steve Johnson  
Village President  
Village of Machesney Park, Illinois

ATTEST:

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Lori Mitchell  
Village Clerk  
Village of Machesney Park, Illinois

# **UNFINISHED BUSINESS**

**NEW BUSINESS**