



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor

Tuesday, November 23, 2021
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Paul Arena
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
 - A. Awards – Chairman’s Excellence Award, Hononegah High School Football Team
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Yes
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of October 28, 2021 minutes
 - B. Layover of November 9, 2021 minutes
7. **Consent Agenda** Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
9. **Reports of Standing Committees** Chairman Joseph Chiarelli
 - A. Finance Committee Jaime Salgado, Committee Chairman
 1. Committee Report
 2. Resolution Approving Election Equipment Purchase Using American Recovery Plan Funds (ARP)
 3. Resolution Authorizing Settlement of Litigation (Larry Hoarde v. Winnebago County, et al.)

- B. Zoning Committee**Jim Webster, Committee Chairman**
Planning and/or Zoning Requests:
1. Z-07-21 A map amendment to rezone +/- 5.03 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 6422 Steward Road, Rockford, IL 61101 in Owen Township, District 1, to be laid over.
 2. SU-03-21 A special use permit for a contractor storage yard (accessory to a landscape/tree service business) in the A2, Agriculture-Related Business District for the property that is commonly known as 6422 Steward Road, Rockford, IL 61101 in Owen Township, District 1, to be laid over.
 3. Z-08-21 A map amendment to rezone +/- 24 acres from the AG, Agricultural Priority District to the IH, Heavy Industrial District for the property that is commonly known as 8065 Harrisville Road, Rockford, IL 61109 in Rockford Township, District 9, to be laid over.
 4. Z-09-21 A map amendment to rezone +/- 4.75 acres from the RR, Rural Residential District (a sub-district of the RA District) to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 13372 Mary Lynne Drive, Rockton, IL 61072 in Shirland Township, District 2, to be laid over.
 5. Committee Report
- C. Economic Development Committee.....**Jas Bilich, Committee Chairman**
1. Committee Report
 2. Resolution to Grant Five Thousand Dollars (\$5,000) from Host Fees to the Rockford Area Convention and Visitors Bureau (RACVB) to Support the Stroll on State Event
- D. Operations & Administrative Committee**Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage
- E. Public Works Committee**Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (21-035) Resolution Authorizing the Execution of Amendment No. 2 to Extended License Agreement with the Illinois Department of Natural Resources for the Extension of Perryville Road Path Through Rock Cut State Park (Section:16-00633-00-BT)
Cost: \$n/a C.B. District: 7
 3. (21-036) Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associates to Provide Plans and Specifications for the Rehabilitation of Well #1 Winnebago Water District Wellhouse (Section: 18-00656-02-MG)
Cost: \$4,246 C.B. District: 9
 4. (21-037) Resolution Authorizing the Execution of a Local Public Agency Agreement for Federal Participation for Yale Bridge Road Culvert Replacement at Sugar Creek and for Appropriating the Local Share of Funds (Section: 19-00671-00-BR)
\$147,000 - County Cost (Local Match) C.B. District: 2
\$347,000 Federal Funds (STP-Br)

5. (21-038) Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Chastain and Associates LLC to Provide Construction Engineering Services for the Replacement of Yale Bridge Road Culvert over Sugar Creek (Section: 19-00671-00-BR)
Cost: \$58,959.80 (not to exceed) C.B. District: 2
6. (21-039) Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Rockton, Illinois and Winnebago County, Illinois Regarding Construction and Maintenance of a Recreational Path Along Old River Road
Cost: \$n/a C.B. District: 2 & 3
7. (21-040) An Ordinance Extending the Established Speed Zone on Rockton Road From IL-251 Eastside Ramp to Love Road
Cost: \$00.00 C.B. District: 4

F. Public Safety and Judiciary Committee.....Burt Gerl, Committee Chairman

1. Committee Report
2. Resolution Renewing Service Agreement with Tommy Meeks using Public Safety Sales Tax Alternative Funding
3. Resolution Renewing Service Agreement with Rosecrance for Services at the Winnebago County Jail using Public Safety Sales Tax Alternative Funding
4. Resolution Renewing Service Agreement with Remedies for Services at the Resource Intervention Center using Public Safety Sales Tax Alternative Funding
5. Resolution Regarding Second Amendment Sanctuary

10. Unfinished BusinessChairman Joseph Chiarelli

Appointments

- A. Howard Union Cemetery Association, Read in October 14, 2021, Compensation: None
 1. Sherrie Fagerstrom (Reappointment), Pecatonica, Illinois, June 2021 – June 2027
 2. Joe Alberstett (Reappointment), Rock City, Illinois, July 2021 – July 2027
 3. Ken Moore (Reappointment), Durand, Illinois, July 2021 – July 2027
- B. 12 Mile Grove Cemetery Association, Compensation: None
 1. Carrie Daly (New Appointment) Pecatonica, Illinois, November 2021 – November 2027

**11. New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).**

12. Announcements & Communications Clerk Lori Gummow
A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, December 9, 2021

**Awards,
Presentations,
Public Hearings
and Public Participation**

Chairman's **EXCELLENCE** **AWARD**

presented to the

Hononegah Indians

I, Joseph V. Chiarelli, Chairman of the Winnebago County Board, hereby recognize the 2021 Hononegah High School Football team for their incredible representation of Winnebago County. This award acknowledges their undefeated regular season and historic run in the Class 7A playoffs, making it to the quarterfinals for the first time in 25 years. Congratulations to Head Coach Brian Zimmerman and his football program for this accomplishment and making the entire county of Winnebago proud.

Joseph V. Chiarelli

Winnebago County Board Chairman Joseph V. Chiarelli



Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 28, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 28, 2021 at 6:00 p.m.
2. County Board Member Tassoni gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Booker, Butitta, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Member Crosby was absent.)

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

5. Awards - None
- Presentations - Debbie Jarvis, Director of Court Services for the 17th Circuit, presenting on the Resource Intervention Center (RIC)
- Public Hearings - None
- Public Participation- Brad Roos, President of Sustain Rockford spoke of an upcoming Conference entitled GreenTown Rockford.
- Proclamation- “Veterans Day” presented to Scott Lewandowski, Museum Director, Veterans Memorial Hall and Museum

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Fellars made a motion to approve County Board Minutes of September 30, 2021 and layover County Board Minutes of October 14, 2021, seconded by Board Member Bilich. Motion was approved unanimous vote of all members present. (Board Member Crosby was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 28, 2021. Board Member Bilich made a motion to approve the Consent Agenda which includes the Raffle Report and the Auditors Report, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

Board Member Booker made a motion to suspend the rules on the Appointments (as listed below), seconded by Board Member Hoffman. Discussion by Board Member Schultz, Booker, Webster, Goral, Arena, Nabors, Tassoni, Hoffman, and Fellars. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Members Fellars, Nabors, and Schultz voted no.) (Board Member Crosby was absent.) Board Member Booker made a motion to approve the Appointments, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

A. 12 Mile Grove Cemetery Association, Compensation: None

1. Garelt Stahl (Reappointment), Winnebago, Illinois, December 2021 – December 2027
2. Scott Whitney (Reappointment), Winnebago, Illinois, December 2021 – December 2027
3. Jim Johnson (New Appointment), Pecatonica, Illinois, December 2021 – December 2027

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve Agenda Items 2., 3., and 4. (as listed below), seconded by Board Member Wescott. Discussion by Chairman Chiarelli and Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
2. Resolution Awarding FireEye Endpoint Protection (ARP)
 3. Resolution Awarding Public Defender Laptop Purchase (ARP)
 4. Resolution Awarding EOC Technology Refresh (ARP)

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. No Report.

PUBLIC WORKS

13. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

14. No Report.

UNFINISHED BUSINESS

15. None.

NEW BUSINESS

- 16.

ANNOUNCEMENTS & COMMUNICATION

17. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
- a. Exelon Generation Company, LLC – Request for Withholding Information from Public Disclosure (EPID L-2021-LLM-0000)

Board Member Arena spoke of the Carpenters Place donations. Discussion by Board Member Webster.

Board Member Lindmark thanked our first responders on Nations First Responder Day.

Board Member McCarthy announced he took a tour of the Juvenile Detention Center.

Chairman Chiarelli wished Board Member Redd a Happy Anniversary.

Chairman Chiarelli announced November 9, 2021 at the next County Board meeting there will be a special program for Veterans.

ADJOURNMENT

18. Chairman Chiarelli entertained a motion to adjourn. County Board Member Butitta moved to adjourn the meeting, seconded by Hoffman. Motion was approved by a voice vote. (Board Member Crosby was absent.) The meeting was adjourned at 6: 39 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
NOVEMBER 9, 2021**

1. Interim Chairman Booker Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Tuesday, November 9, 2021 at 6:01 p.m.
2. County Board Member Webster gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Members Fellars, McDonald, Nabors, and Redd were absent.)

Interim Chairman Booker entertained a motion to allow remote access. Board Member Hoffman made a motion to allow remote access for Chairman Chiarelli and Board Members Fellars and Redd, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. Board Member Fellars joined remotely. (Board Members McDonald, Nabors, and Redd were absent.)

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

5. Awards - Chairman's Service Excellence Award presented to Fred Wescott for his many years of service as a Winnebago County Board Member and a wood worker using his talents to honor local veterans.
- Presentations - Representatives from Local Veteran Groups:
- Mark Finnegan – VetsRoll
- Eric Willard – Veterans Drop-in Center
- Color Guard recognizing Local Veterans – Winnebago County Sheriff's Office
- Judge Doherty and Deputy Court Administrator Nicole Ticknor gave a presentation regarding the Family Court Center (PSB) ARP Project. Discussion by Chief Financial Officer Rickert, County Administrator Thompson and Board Members Tassoni, Bilich, Webster, Goral, Arena, McCarthy, and Butitta.
- Public Hearings - None
- Public Participation- L.C. Wilson, former Board Member thanked all Veteran's.

Reverend Earl Dotson Sr. spoke of West side development.

APPROVAL OF MINUTES

6. Interim Chairman Booker entertained a motion to approve the Minutes. Board Member Crosby made a motion to approve County Board Minutes of October 14, 2021, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.) Board Member Crosby made a motion to layover the County Board Minutes of October 28, 2021, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.)

CONSENT AGENDA

7. Interim Chairman Booker entertained a motion to approve the Consent Agenda for November 9, 2021. Board Member Arena made a motion to approve the Consent Agenda which includes the Raffle Report, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 17 yes votes. (Board Members McDonald, Nabors, and Redd were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**
 - A. Zoning Board of Appeals, Compensation: \$100 per member in attendance at convened meetings**
 1. Greg Tilly (Reappointment), Cherry Valley, Illinois, November 2021 to November 2026
 - B. North Park Fire Protection Board, Compensation not to exceed \$1,000 per year**
 1. Ron Lundstrom (Reappointment), Rockford, Illinois, November 2021 – November 2024
 - C. Win-Bur-Sew Fire Protection District, Compensation not to exceed \$1,500 per year**
 1. Guy Cunningham (Reappointment), Winnebago, Illinois, May 2021 – May 2024

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado read in for the first reading of an Ordinance Imposing a Tax on the Operation of Hotels in Winnebago County, Illinois to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board member Hoffman. Discussion by Chief of Civil Bureau Vaugh. Motion to suspend was approved by a roll call vote of 16 yes vote and 1

no vote. (Board Member Arena voted no.) (Board Members McDonald, Nabors, and Redd were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Goral. Discussion by Board Member Salgado and Fellars. Motion was approved by a roll call vote of 17 yes votes. (Board Members McDonald, Nabors, and Redd were absent.)

10. Board Member Salgado made a motion to approve a Resolution Awarding Bid for Roof Restoration of the County Courthouse (CIP), seconded by Board Member Butitta. Discussion by Building Engineer Franks and Board Member Arena. Motion was approved by a roll call vote of 17 yes votes. (Board Members McDonald, Nabors, and Redd were absent.)
11. Board Member Salgado made a motion to combine Agenda Items 4. and 8. (as listed below). Board Member McCarthy made a motion to approve the combined Agenda Items 4. and 8., seconded by Board Member Lindmark. Motion was to combine was approved by a roll call vote of 17 yes votes. (Board Members McDonald, Nabors, and Redd were absent.) Board Member Lindmark made a motion to approve Agenda Items 4. and 8., seconded by Board Member Bilich. Motion was approved by a roll call vote of 17 yes votes. (Board Members McDonald, Nabors, and Redd were absent.)
 4. Resolution Awarding Hyper-V to VMware
 8. Resolution Awarding Purchase for FireEye
12. Board Member Salgado made a motion to combine and approve Agenda Items 5., 6. and 7. (as listed below), seconded by Board Member Bilich. Discussion by Board Member Arena. Board Member Salgado declined his motion to only approve Agenda Items 5. and 6. Board Member Salgado made a motion to approve Agenda Items 5. and 6., seconded by Board Member Hoffman. Motion was approved by a roll call vote of 17 yes votes. (Board Members McDonald, Nabors, and Redd were absent.)
 5. Resolution Awarding Juvenile Detention Center Scanner
 6. Board Member Salgado made a motion to approve a Resolution Awarding Out of Warranty PC's (ARP)
13. Board Member Salgado made a motion to approve Agenda Item 7. (as listed below), seconded by Board Member Butitta. Discussion by County Administrator Thompson, Grindle and Board Members Arena and Fellars. Motion was approved by a roll call vote of 15 yes votes and 1 no vote. (Board Member Fellars voted no. (Board Members McDonald, Nabors, Redd, and Schultz was absent.)
 7. Resolution Awarding Website Refresh Redesign (ARP)

Board Member Schultz departed at 7:45 p.m.

ZONING COMMITTEE

14. No Report.

ECONOMIC DEVELOPMENT

15. Board Member Bilich reported there will be a meeting next Monday.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. Board Member Buritta made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Insured PPO and POS Insurance Plan, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 16 yes votes. (Board Members McDonald, Nabors, Redd, and Schultz were absent.)
17. Board Member Buritta made a motion to approve a Resolution Authorizing Replacement Pharmaceutical Services at River Bluff Nursing Home, seconded by Board Member Crosby. Motion was approved by a roll call vote of 16 yes votes. (Board Members McDonald, Nabors, Redd, and Schultz were absent.)
18. Board Member Butitta made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Voya Financial for Stop Loss Specific Coverage on the Self-insured Co-Pay/POS and High Deductible Medical Plans, seconded by Board Member Wescott. Motion was approved by a roll call vote of 16 yes votes. (Board Members McDonald, Nabors, Redd, and Schultz were absent.)

PUBLIC WORKS

19. Board Member Tassoni announced the next meeting will be Tuesday, November 16, 2021.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. Board Member Gerl gave a report on the Federal Inmate Program. The next Public Safety and Judiciary meeting will be November 17, 2021.

UNFINISHED BUSINESS

21. **Appointments**

Board Member Gerl made a motion to approve the Appointments A. and B. (as listed below), seconded by Board Member Lindmark. Motion was approved by a roll call vote of 16 yes votes. (Board Members McDonald, Nabors, Redd, and Schultz were absent.)

A. Pecatonica Cemetery Association, Read in September 30, 2021, Compensation: None

1. Elizabeth (Betsy) Doty (Reappointment), Pecatonica, Illinois, November 2020 – November 2026

B. Rockford Hebrew Cemetery Association, Read in September 30, 2021, Compensation: None

1. David Sklar (Reappointment), Loves Park, Illinois, October 2020 – October 2026
2. Dr. Stephen Geller (Reappointment), Rockford, Illinois, October 2021 – October 2027
3. Steven Lirtzman (New Appointment), Rockford, Illinois, December 2020 – December 2026
4. Goldie Pekarsy (New Appointment), Rockford, Illinois, December 2020 – December 2026
5. Terry Gordon (New Appointment), Rockford, Illinois, December 2026

NEW BUSINESS

22. None.

ANNOUNCEMENTS & COMMUNICATION

23. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Interim Chairman Booker:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2021003 and 05000455/2021003 and Exercise of Enforcement Discretion
 - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2 Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; and Nine Mile Point Nuclear Station, Unit 2- Proposed Alternative to Use the American Society of Mechanical Engineers Boiler and Pressure Vessel Code Case N-893 (EPIDS L-2020-LLR-0147 and Pressure Vessel Code Case N-893 (EPIDS L-2020-LLR-0147 and L-2020-LLR-0148)
 - B. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the following:
 - a. Bank Balances for September 2021
 - b. Bank Balances for September 2021 – Year End

County Administrator Thompson announced on there will be a Special Board Meeting on November 17, 2021.

Board Member Booker thanked the Board for being asked to preside over the Board meeting.

Board Member Webster thanked Board Members Booker and Wescott.

Board Member Gerl thanked Board Member Booker and all Veterans. Board Member Gerl wished his grandma a Happy Birthday.

Board Member Tassoni thanked Board Member Booker for presiding over the Board meeting.

Board Member Hoffman spoke of roll call votes.

ADJOURNMENT

24. Interim Chairman Booker entertained a motion to adjourn. County Board Member Crosby moved to adjourn the meeting, seconded by McCarthy. Motion was approved by a voice vote. (Board Members McDonald, Nabors, Redd, and Schultz were absent.) The meeting was adjourned at 8: 00 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
3 different organizations for 9 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
30613	1	ROCK RIVER HOG	11/26/2021-11/19/2022	\$ 35,943.00
30614	1	STATELINE YOUTH FOR CHRIST	12/01/2021-12/21/2021	\$ 1,500.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30615	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00
30616	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00
30617	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00
30618	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00
30619	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00
30620	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00

30621	1	NORTHERN ILLINOIS BPA FOUNDATION- CHERRY BOWL	01/01/2022-12/31/2022	\$ 100.00
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This concludes my report,

Deputy Clerk Kayla Hilliard

LORI GUMMOW

Date 23-Nov-21

Winnebago County Clerk

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	\$ 4,535,791
101	PUBLIC SAFETY TAX	\$ 1,871,906
103	DOCUMENT STORAGE FUND	\$ 17,105
104	TREASURER'S DELINQUENT TAX FU	\$ 3,942
105	VITAL RECORDS FEE FUND	\$ 15,658
106	RECORDERS DOCUMENT FEE FUND	\$ 30,021
109	VICTIM IMPACT PANEL FEE	\$ 1,600
111	CHILDREN'S WAITING ROOM FUND	\$ 7,870
114	911 OPERATIONS FUND	\$ 945,609
115	PROBATION SERVICE FUND	\$ 1,551
116	HOST FEE FUND	\$ 398,375
120	DEFERRED PROSECUTION PROGRAM	\$ 3,024
123	STATE DRUG FORFEITURE ST ATTY	\$ 608
126	LAW LIBRARY	\$ 10,678
129	COUNTY AUTOMATION FUND	\$ 6,837
131	DETENTION HOME	\$ 201,441
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$ 23,054
145	FORECLOSURE MEDIATION FUND	\$ 939
155	MEMORIAL HALL	\$ 68,485
156	CIRCUIT CLERK ELECTRONIC CITATION	\$ 19,096
158	CHILD ADVOCACY PROJECT	\$ 31,270
161	COUNTY HIGHWAY	\$ 1,518,178
162	COUNTY BRIDGE FUND	\$ 4,510
164	MOTOR FUEL TAX FUND	\$ 344,767
165	TOWNSHIP HIGHWAY FUND	\$ 28,885
169	HIGHWAY REBUILD IL GRANT	\$ 559,700
181	VETERANS ASSISTANCE FUND	\$ 134,160
185	HEALTH INSURANCE	\$ 162,683
192	EMPLOYER SOCIAL SECURITY FUND	\$ 362,434
193	ILLINOIS MUNICIPAL RETIRE	\$ 386,832
194	TORT JUDGMENT & LIABILITY	\$ 441,957
196	MENTAL HEALTH TAX FUND	\$ 303,835
214	2013E DEBT SERVICE FUND	\$ 428
301	HEALTH GRANTS	\$ 860,902
302	SHERIFF'S DEPT GRANTS	\$ 21,358
303	STATE'S ATTORNEY GRANT	\$ 8,244
309	CIRCUIT COURT GRANT FUND	\$ 62,027
311	EMERGENCY RENTAL ASSISTANCE	\$ 1,235,837
313	AMERICA RESCUE PLAN	\$ 751,123
401	RIVER BLUFF NURSING HOME	\$ 927,260
410	ANIMAL SERVICES	\$ 136,301
420	555 N COURT OPERATIONS FUND	\$ 14,200
430	WATER FUND	\$ 14,580
501	INTERNAL SERVICES	\$ 138,428

TOTAL THIS REPORT

16,636,086.00

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 23rd day of November 2021 at the City of Rockford, Winnebago County, Illinois.

Joseph Chiarelli, Chairman of the
Winnebago County Board of
Rockford, Illinois

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Lori Gummow / Allen E. Watts

Committee: Finance Committee

Committee Date: November 18, 2021

Resolution Title: Resolution Approving Election Equipment Purchase using American Recovery Plan Funds

Board Meeting Date: November 23, 2021

Budget Information:

Was item budgeted? Yes, budgeted in ARP	Appropriation Amount:
Baker Tilly Compliance Review: Approved	
ORG/OBJ/Project Code: 61300-42115—RP016 Laptops 61300-46440-RP016 Election Equipment	Budget Impact: N/A

Background Information:

The year 2020 was known for two significant and monumental life-changing events; the COVID19 pandemic and the nation's historic Presidential election. With changes by our Governor to protect the citizens of Illinois, the Winnebago County Elections Department responded with how to safeguard the voter and ensure the accuracy of the election. Critical modernization of equipment will provide clean audit trails, which are transparent and simple to produce, ensuring the sanctity of the vote.

Anticipating a perpetuating demand for *Vote By Mail* service, the Elections Department is in desperate need of equipment that will process the ballots systematically and efficiently, and will provide in person voters with decreased time spent inside a polling location.

Winnebago County's current election equipment was purchased in 2004-2005, and has become both expensive and timely to repair and is no longer supported by the vendors. Election Systems & Software, LLC. (ES&S), our preferred vendor, offers the very latest in technology, less handling of ballots, ADA compliance and will ensure seamless technology and communication services.

ES&S is one of only three State of Illinois approved election equipment providers. Their equipment is manufactured in the United States and no delay is anticipated.

Through negotiations, Purchasing was able to secure a trade of our current equipment and a discount valued at \$108,000.

Recommendation: Purchasing election equipment from Election Systems & Software, LLC and for poll books from Entre Computer Solutions.

Contract/Agreement: County to issue a Purchase Order to Election Systems & Software, LLC. (see Exhibit A), as well as, issue a Purchase Order to Entre Computer Solutions (see Exhibit B).

Legal Review: Yes - SAO recommendations were incorporated into the vendor's agreement.

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

**RESOLUTION APPROVING ELECTION EQUIPMENT PURCHASE USING
AMERICAN RECOVERY PLAN FUNDS**

WHEREAS, the County of Winnebago's County Clerk has the need for the replacement of election equipment and laptops for the poll works to meet pandemic needs; and,

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement from Election Systems & Software, LLC., Resolution Exhibit A, and the quote from Entre Computer Solutions, Resolution Exhibit B, received for the aforementioned service and recommends awarding using American Recovery Plan funds; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an agreement and Purchase Orders with ELECTION SYSTEMS & SOFTWARE, LLC. 11208 JOHN GALT BLVD, OMAHA, NEBRASKA, 68137, in the dollar amount of ONE MILLION, SEVEN THOUSAND, THREE HUNDRED NINETY-FIVE DOLLARS (\$1,007,395.00) and with ENTRE COMPUTER SOLUTIONS, 8900 NORTH 2ND STREET, MACHESNEY PARK, ILLINOIS, 61115 in the dollar amount not to exceed ONE HUNDRED, SIXTY-NINE THOUSAND, NINE HUNDRED TWENTY-FIVE DOLLARS (\$169,925.00).

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAULA ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH CHIARELLI
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



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Sales Quotation #: N/A

1st Election Date: June 2022

Estimated Delivery Date: December 2021

Phone Number: 815-319-4252

Fax Number: N/A

Customer Contact, Title: Lori Gummow - County Clerk

Customer Name: Winnebago County, Illinois

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

Bill To: _____

Winnebago County, Illinois

Lori Gummow - County Clerk

404 Elm Street - Suite 104

Rockford, IL 61101

Ship To: _____

Winnebago County, Illinois

Lori Gummow - County Clerk

404 Elm Street - Suite 104

Rockford, IL 61101

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device	75	\$5,750.00	\$431,250.00
2	DS450	Model DS450 High Speed Digital Image Scanner with Steel Table, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices	1	\$51,450.00	\$51,450.00
3	DS450	Ballot Jogger	1	\$950.00	\$950.00
4	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	75	\$3,325.00	\$249,375.00
5	ExpressVote BMD	Soft-Sided Carrying Case	75	\$175.00	\$13,125.00
6	ExpressVote BMD	ExpressVote Printer	75	\$725.00	\$54,375.00
7	Software	ElectionWare Software - PYO Standard	1	\$21,365.00	\$21,365.00
8	Software	ExpressLink Software	1	\$2,500.00	\$2,500.00
9	DS200	Equipment Installation	75	\$115.00	\$8,625.00
10	DS450	Equipment Installation	1	\$1,925.00	\$1,925.00
11	ExpressVote BMD	Equipment Installation	75	\$105.00	\$7,875.00
12	Services	Project Management Day	1	\$1,700.00	\$1,700.00
13	Services	Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
14	Services	DS450 Training Day	1	\$1,700.00	\$1,700.00
15	Services	Poll Worker Train-the-Trainer Day	1	\$1,700.00	\$1,700.00
16	Services	Software Training Day	5	\$1,700.00	\$8,500.00
17	Services	Election On-Site Support Event	1	\$4,675.00	\$4,675.00
18	Pre-Paid Post-Warranty Fees	4-Years Pre-Paid Post-Warranty Hardware and Software License, Maintenance and Support Services Fees for 75 Model DS200 Scanners, 1 Model DS450 Scanner, and 75 ExpressVote BMD Terminals	1	\$247,680.00	\$247,680.00
19	Trade-In Allowance	Equipment Being Traded-In by Customer Includes: 104 - AccuVote OS with Ballot Box 77 - AccuVote TSX	1	(\$14,250.00)	(\$14,250.00)
20	Shipping	Shipping & Handling	1	\$4,925.00	\$4,925.00

Sales Order Agreement

Freight Billable:	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
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Order Subtotal	\$ 1,101,145.00
Customer Discount	(\$93,750.00)
Order Total	\$ 1,007,395.00

Sales Order Agreement

Drew Ryan
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

503,697.50 of Order Total will be invoiced upon Contract Execution.

\$503,697.50 of Order Total will be invoiced as Equipment and Software are delivered to Customer.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

1. **Equipment Purchase and Software License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

a. **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials (collectively, the "Documentation") in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

3. **Term of Licenses.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software described in Section 1(b) and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable,

by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. However, ES&S understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Agreement and will not relieve ES&S of its obligation to supply satisfactory Services hardware and equipment which conform to the Agreement. ES&S will be responsible for any errors in shipments that are the fault of ES&S. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third Party Item. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an ES&S Representative (iv) the ES&S Equipment or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any ES&S service will not exceed the price of the Agreement. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party. All payments payable by Customer shall be governed by Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest in accordance with Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

11. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed and no such consent shall release ES&S from its obligations or change the terms of the Agreement.

12. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

ES&S shall defend, indemnify, keep and hold harmless the County, its elected and appointed officials, its officers, representatives, agents and employees ("County and its Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of ES&S, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation.

13. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 13(ii) and 13(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

14. **No Joint Venture or Partnership Relationship.** This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between ES&S and the County. The rights and the obligations of the Parties are only those set forth in this Agreement. ES&S must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County. This Agreement is between the County and an independent contractor and, if ES&S is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that: The County will not be liable under or by reason of this Agreement for the payment of any workers' compensation award or damages in connection with ES&S performing the Services required under this Agreement.

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

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in

accordance with the laws of the County of Winnebago, State of Illinois, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-4, 6(b), 7, 8, 10(b), 11-14 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$102,420.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$95,460.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$49,800.00
Total Maintenance Fees for the Initial Term:		\$247,680.00
<u>Payment Terms:</u> ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **fourth** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
75	Model DS200 Scanner	Year 1	\$185.00	\$13,875.00
1	Model DS450 Scanner	Year 1	\$2,730.00	\$2,730.00
75	ExpressVote BMD Terminal	Year 1	\$120.00	\$9,000.00
Total Maintenance Fees for Year 1				\$25,605.00
75	Model DS200 Scanner	Year 2	\$185.00	\$13,875.00
1	Model DS450 Scanner	Year 2	\$2,730.00	\$2,730.00
75	ExpressVote BMD Terminal	Year 2	\$120.00	\$9,000.00
Total Maintenance Fees for Year 2				\$25,605.00
75	Model DS200 Scanner	Year 3	\$185.00	\$13,875.00
1	Model DS450 Scanner	Year 3	\$2,730.00	\$2,730.00
75	ExpressVote BMD Terminal	Year 3	\$120.00	\$9,000.00
Total Maintenance Fees for Year 3				\$25,605.00
75	Model DS200 Scanner	Year 4	\$185.00	\$13,875.00
1	Model DS450 Scanner	Year 4	\$2,730.00	\$2,730.00
75	ExpressVote BMD Terminal	Year 4	\$120.00	\$9,000.00
Total Maintenance Fees for Year 4				\$25,605.00
Total Hardware Maintenance Fees for the Initial Term				\$102,420.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Winnebago County, Illinois

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.

2. Issue Resolution.

3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the **fourth** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	\$21,365.00
1	ExpressLink Software	Year 1	\$2,500.00
Total License, Maintenance and Support Fees for Year 1			\$23,865.00
1	ElectionWare Software – PYO Standard	Year 2	\$21,365.00
1	ExpressLink Software	Year 2	\$2,500.00
Total License, Maintenance and Support Fees for Year 2			\$23,865.00
1	ElectionWare Software – PYO Standard	Year 3	\$21,365.00
1	ExpressLink Software	Year 3	\$2,500.00
Total License, Maintenance and Support Fees for Year 3			\$23,865.00
1	ElectionWare Software – PYO Standard	Year 4	\$21,365.00
1	ExpressLink Software	Year 4	\$2,500.00
Total License, Maintenance and Support Fees for Year 4			\$23,865.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$95,460.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the **fourth** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
75	Model DS200 Scanner	Year 1	\$80.00	\$6,000.00
1	Model DS450 Scanner	Year 1	\$1,575.00	\$1,575.00
75	ExpressVote BMD Terminal	Year 1	\$65.00	\$4,875.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total License, Maintenance and Support Fees for Year 1				\$12,450.00
75	Model DS200 Scanner	Year 2	\$80.00	\$6,000.00
1	Model DS450 Scanner	Year 2	\$1,575.00	\$1,575.00
75	ExpressVote BMD Terminal	Year 2	\$65.00	\$4,875.00
Total License, Maintenance and Support Fees for Year 2				\$12,450.00
75	Model DS200 Scanner	Year 3	\$80.00	\$6,000.00
1	Model DS450 Scanner	Year 3	\$1,575.00	\$1,575.00
75	ExpressVote BMD Terminal	Year 3	\$65.00	\$4,875.00
Total License, Maintenance and Support Fees for Year 3				\$12,450.00
75	Model DS200 Scanner	Year 4	\$80.00	\$6,000.00
1	Model DS450 Scanner	Year 4	\$1,575.00	\$1,575.00
75	ExpressVote BMD Terminal	Year 4	\$65.00	\$4,875.00
Total License, Maintenance and Support Fees for Year 4				\$12,450.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$49,800.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

- Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
 3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
 4. Customer shall be responsible for data extraction from Customer voter registration system.
 5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
 6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
 7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
 8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
 9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
 10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Entré Computer Solutions
8900 North 2nd Street
Machesney Park IL 61115
(815) 399-5664 FAX: (815) 399-5717

Date	Quote #
11/05/21	ENTQ42544

Customer: WINNEBAGO COUNTY

Adrian Cosgrove
404 ELM STREET
ROOM 506 (DO IT)
ROCKFORD, IL 61101
USA

Phone: 815-319-4300
Fax: 815-987-3111

Ship To: WINNEBAGO COUNTY

Adrian Cosgrove
404 ELM STREET
ROOM 506 (DO IT)
ROCKFORD, IL 61101
USA

Phone: 815-319-4300
Fax: 815-987-3111

Terms	Rep	Prepared by	P.O. Number	Ship Via
	Drew	Ryan Sword		

Qty	Description	Unit Price	Ext. Price
175	HP ProBook 440 G8 14" Rugged Notebook - Full HD - 1920 x 1080 - Intel Core i5 11th Gen i5-1135G7 Quad-core (4 Core) - 16 GB RAM - 512 GB SSD - Pike Silver Aluminum - Intel Chip - Windows 10 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology - English Keyboard - 12.75 Hour Battery Run Time - IEEE 802.11a/b/g/n/ac Wireless LAN Standard - Wolf Pro Security - 1 Year Limited Warranty	\$966.67	\$169,167.25
175	V7 Full size USB Optical Mouse - Optical - Cable - Black, Silver - USB - 1000 dpi - Scroll Wheel - 3 Button(s)	\$4.33	\$757.75
SubTotal			\$169,925.00

THIS IS NOT AN INVOICE

SubTotal	\$169,925.00
Shipping/ Handling	\$0.00
Total (excluding Tax)	\$169,925.00

Thank you for the opportunity to provide your organization with Entré Solutions!

The content of this document is the property of Entré Computer Solutions and may not be disclosed in whole or in part with any third party without prior written consent from Entré.

For approval to order please sign and date in the space provided below and fax to our offices at (815) 399 5717 or send an email to your salesperson referencing the quote number at the top of the document and the pricing for all products.

Please note that pricing is subject to change without notice and tax is not calculated on quotes. All payment should be based on invoices.

Payment Terms: Net 10 days. Cash, ACH, or most credit cards are accepted.

Please note that there will be an additional 3.15% fee reflected on statements for all credit card payments.

Customer Signature _____ Date _____

Drew Tennant
Vice President
Entré Computer Solutions
(815) 399-5664 x. 237
dtennant@entrerock.com

For immediate assistance contact:

Ryan Sword
Inside Sales Representative
Entré Computer Solutions
(815) 399-5664 x259
ryans@entrerock.com



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: November 18, 2021
Resolution Title: Resolution Authorizing Settlement of Litigation (Larry Hoarde v. Winnebago County, et al.)
County Code: Not Applicable
Board Meeting Date: November 23, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$35,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: Settlement of claim by the Plaintiff against the County and several deputies of the Winnebago County Sheriff's Office.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: Legal review conducted by the State's Attorney's Office

Follow-Up: N/A

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

2021 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION (Larry Hoarde v.
Winnebago County, et al.)**

WHEREAS, *Larry Hoarde v. Winnebago County, et al.*, is a pending civil action against the County and Sheriff Office Defendants, filed in the United States District Court for the Northern District of Illinois, as case number 3:21-cv-50009; and

WHEREAS, the Plaintiff therein has agreed to settle all claims he has against the County and Sheriff Office Defendants for the sum of Thirty Five Thousand Dollars (\$35,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Thirty Five Thousand Dollars (\$35,000.00).

BE IT FURTHER RESOLVED, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Thirty Five Thousand Dollars (\$35,000.00); payable as directed by the State's Attorney.

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

Respectfully submitted,

FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

Steve Schultz

John Butitta

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

DISAGREE

Jaime Salgado, Chairman

Steve Schultz

John Butitta

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

The above and foregoing Resolution was adopted by the Finance Committee of the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
November 23, 2021

B. Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-07-21 A MAP AMENDMENT TO REZONE +/- 5.03 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE A2, AGRICULTURE-RELATED BUSINESS DISTRICT requested by Jeremy Trout and Cherish Seidel-Trout, Property Owners, for the property that is commonly known as 6422 Steward Road, Rockford, IL 61101 in Owen Township.
PIN: 07-07-400-002 C.B. District: 1
Les Rating: NA Consistent W/2030 LRMP – Future Map: YES
ZBA Recommendation: APPROVAL (5-1)
ZC Recommendation: APPROVAL (4-0)
2. SU-03-21 A SPECIAL USE PERMIT FOR A CONTRACTOR STORAGE YARD (ACCESSORY TO A LANDSCAPE/TREE SERVICE BUSINESS) IN THE A2, AGRICULTURE-RELATED BUSINESS DISTRICT requested by Jeremy Trout and Cherish Seidel-Trout, Property Owners, for the property that is commonly known as 6422 Steward Road, Rockford, IL 61101 in Owen Township.
PIN: 07-07-400-002 C.B. District: 1
Les Rating: NA Consistent W/2030 LRMP – Future Map: NA
ZBA Recommendation: APPROVAL (6-0)
ZC Recommendation: APPROVAL (4-0)
3. Z-08-21 A MAP AMENDMENT TO REZONE +/- 24 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE IH, HEAVY INDUSTRIAL DISTRICT requested by John Ekberg, Property Owner, for the property that is commonly known as 8065 Harrisville Road, Rockford, IL 61109 in Rockford Township.
PIN: Part of 16-32-100-009 C.B. District: 9
Les Rating: Moderate Consistent W/2030 LRMP – Future Map: YES
ZBA Recommendation: APPROVAL (6-0)
ZC Recommendation: APPROVAL (4-0)
4. Z-09-21 A MAP AMENDMENT TO REZONE +/- 4.75 ACRES FROM THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Dubhaltagh O’Hearcain, Property Owner, for the property that is commonly known as 13372 Mary Lynne Drive, Rockton, IL 61072 in Shirland Township.
PIN: 03-19-201-005 C.B. District: 2
Les Rating: NA Consistent W/2030 LRMP – Future Map: YES
ZBA Recommendation: APPROVAL (5-1)
ZC Recommendation: APPROVAL (4-0)

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
November 23, 2021

5. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*):
- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for Wednesday, **February 9, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **February 23, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
-

ECONOMIC DEVELOPMENT COMMITTEE

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2021 CR _____

**RESOLUTION TO GRANT FIVE THOUSAND DOLLARS (\$5,000) FROM HOST FEES
TO THE ROCKFORD AREA CONVENTION AND VISITORS BUREAU (RACVB) TO
SUPPORT THE STROLL ON STATE EVENT**

WHEREAS, the County of Winnebago supports the growth of economic development for the region by the attraction of tourism and special events to the area; and

WHEREAS, the Rockford Area Convention and Visitors Bureau, (hereinafter “RACVB”) works to grow the economic impact to the Winnebago County Region; and

WHEREAS, the RACVB is requesting \$5,000.00 (Five Thousand Dollars) to hold the annual special event in the region to draw visitors to downtown Rockford, Winnebago County for tourism by hosting Stroll on State back in-person this year.

NOW THEREFORE, BE IT RESOLVED, the County of Winnebago, Illinois will grant \$5,000.00 (Five Thousand Dollars) to the Rockford Area Convention and Visitors Bureau (RACVB) from host fee funds to support tourism by Stroll on State.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Director of Regional Planning and Economic Development, County Administrator, the County Auditor, the County Finance Director, and the Executive Director of the Rockford Area Convention and Visitors Bureau.

Respectfully submitted,

Economic Development Committee

AGREE

DISAGREE

JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Resolution Executive Summary

Committee Date: Monday, November 15, 2021

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution To Grant Five Thousand Dollars (\$5,000) From Host Fees To The Rockford Area Convention And Visitors Bureau (RACVB) To Support The Stroll On State Event

County Code: NA

Board Meeting Date: Tuesday, March 23, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$5,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43190	Budget Impact: None - Budgeted

Background Information:

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events in the region. This request is for a grant of \$5,000 for the "Stroll On State" event in downtown Rockford, which will be back in-person this year. The County approved this same amount (\$5,000) last year for, "Stroll On State" 2020, which was virtual.

Recommendation:

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events that spur positive economic impact to the region. The Economic Development Committee along with the County Board has supported the efforts of RACVB numerous times in recent years its, most recently with financial assistance from host fees for Stroll-On-State 2020-CR-143, (\$5,000) and the WNIT tournament 2021-CR-026 (\$20,000).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Rockford Area Convention & Visitors Bureau (RACVB) updates the Economic Development Committee on a quarterly basis and/or the entire Board as they see fit.

Regional Planning & Economic Development Department

404 Elm Street, Rm 403, Rockford, IL 61101 | www.wincoil.us

Phone: (815) 319- 4350 | E-mail: buildingdept@wincoil.us

Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	Rockford Area Convention & Visitors Bureau
Contact (Point) Person:	Martesha Brown
Contact Person Position:	Director of Marketing & Communications
Contact Phone Number:	(<u>815</u>) <u>489</u> - <u>1655</u> <input checked="" type="radio"/> Circle One: <input type="radio"/> Work <input type="radio"/> Home <input type="radio"/> Mobile <input type="radio"/> Other: _____ () - <input type="radio"/> Circle One: <input type="radio"/> Work <input type="radio"/> Home <input type="radio"/> Mobile <input type="radio"/> Other: _____
Address(es) / Location(s) of Activity:	1) <u>Stroll on State takes place in Rockford, IL (Downtown Rockford)</u> 2) _____ 3) _____
Description of the Organization:	<p>RACVB is a private, non-profit organization established in 1984 to promote and champion efforts to make the Rockford Region an overnight visitor destination. The mission of RACVB is to drive quality of life and economic growth for our citizens through tourism marketing and destination development.</p> <p>PRIORITY RESULTS:</p> <p>1.1 CREATE ECONOMIC WEALTH: The Rockford Region experiences growth in tourism's leading indicators.</p> <p>1.2 ENHANCE TOURISM PRODUCT: The Rockford Region offers unique and marketable experiences and venues that meet or exceed visitor expectations and enhance quality of life for citizens.</p> <p>1.3 ENGAGE CONSTITUENTS ON BEHALF OF TOURISM: RACVB tourism marketing and destination development efforts have broad support among key stakeholders.</p> <p>EXTERNAL ROLE STATEMENT: The RACVB adds wealth to the region's economy by growing tourism.</p>
Requested Award Amount (\$):	\$ <u>5,000</u> <u>. 00</u>
Proposed Use of Award (specific): <i>Should address items, such as: what, who, when, where, how, etc.?</i>	<p>Stroll on State will be making a return to an in-person experience on November 27, 2021. For the past eight years, Stroll on State has been a staple for our community and a means to support local business owners while bringing our community together through the magic of the holidays. We plan to bring back this in-person experience with adjustments approved by the Winnebago County Health Department for a post-pandemic event.</p> <p>In planning the 2021 Stroll on State, there have been increased expenses. These increases are in key areas vital in holding an in-person experience that follows recommendations and best practices post-pandemic. Support from the county will be paired with funding secured from 21 private donors and in-kind support from partners such as the City of Rockford to cover the additional costs associated with producing this event. Funding will allow for elements such as sanitation stations, social distancing signage, face-mask reminders, and other elements that will act as reminders and provide confidence for event attendees.</p> <p>We want to offer a partnership in this year's adapted Stroll on State sponsorship option that reflects the importance of best practices to come together safely. The sponsorship is attached and available for a \$5,000 investment with many visible benefits and recognition, as shown on the attached document. Safety is of the utmost importance, and we are seeking your support through this investment to help communicate safety, social distancing, and best practices for Stroll on State.</p>

If additional space is needed, make a note in the section(s), "See attachment".

Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:	<p>Each year we collect results through surveys and wrap-up meetings that provide us with data showcasing the results of the event. Based upon this collected data, we expect the following outcomes:</p> <ul style="list-style-type: none"> Participants of various income levels and socioeconomic statuses are able to participate in a free uplifting holiday experience resulting in a sentiment of welcoming diversity and increased civility within our region. Increased revenue for local participating businesses during the holiday season, specifically on days of promotion and activation. Positive experience, perception, and association with Winnebago County will result in increased visits to our region and support of local businesses throughout the year. 		
OTHER PARTICIPATING ORGANIZATION(S)			
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (Description)
	\$ <u>. 00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		
	\$ <u>. 00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		
	\$ <u>. 00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		

Required documents to be submitted by the Organization

- ☐ 501(c)(3) tax exempt status
☐ signed W-9 form

Martesha Brown

Digitally signed by Martesha Brown
Date: 2021.11.04 18:47:26 -05'00'

11/4/2021

Applicant Signature

Date

***By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the "Winnebago County Annual Host Fee Policy".*

If additional space is needed, make a note in the section(s), "See attachment".

SATURDAY, NOVEMBER 27, 2021

Winnebago County Sponsorship Proposal

Holidays Together Sponsorship Benefits – Investment \$5,000

This option would include visibility and signage throughout the event to help promote, remind, and showcase best practices for safety as we celebrate the holidays together in person.

Promotion

- Official sponsor of the “Holidays Together” for the 2021 Stroll on State
- Inclusion in media releases
- Name in print advertising
- Logo in post-event newspaper full-page thank you ads
- Logo on Stroll on State website
- Promotional post on Stroll on State Facebook (content approval required)
- Special mentions on RACVB social media: (i.e., Twitter, Facebook, Instagram)
- Ability to use Stroll on State logo on company website/posts (content approval required)



Onsite Benefits

- High visibility on “Holidays Together” signs throughout the event focused on safely bringing in the holiday season (i.e. , social distancing, sanitizing stations, etc.)
- Logo or name in Stroll on State brochure/map
- 3 easy-access parking passes
- 20 VIP early-bird experience passes
- 20 passes to the RACVB Warming Lounge (Complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities)
- Complimentary float entry in the parade
- Optional opportunity to provide a holiday-themed item to be passed out during the parade (with approval)



Highlight of some of the post-Pandemic adapted event elements:

Larger Footprint, three holiday tree lightings at staggered times, Santa Pop-ups vs line to meet Santa, sanitation areas, social distance signage, facemasks when indoors.



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SATURDAY, NOVEMBER 27, 2021



Stroll on State News Release

Includes Listing of Sponsors, Partners, and key elements of the event



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SATURDAY, NOVEMBER 27, 2021

Strolling Together Again: Stroll on State Returns to Downtown Rockford

Expanded footprint, three tree lightings and refreshed entertainment planned

FOR IMMEDIATE RELEASE
October 28, 2021

Rockford, IL – The Rockford Area Convention & Visitors Bureau is excited to announce that the ninth annual **Stroll on State**, **presented by Illinois Bank & Trust**, is set to return to downtown Rockford on Saturday, November 27.

Once again, the Stroll on State team - including partners, volunteers and sponsors - is planning, working and giving to transform downtown Rockford into a winter wonderland. During the event, from 2 – 9 p.m., there will be new enhancements, attractions, live entertainment, vendors and more for eventgoers to enjoy.

The free community event, which is always held the Saturday after Thanksgiving in downtown Rockford, attracts tens of thousands of guests every year.

"As we approach Stroll on State's ninth year in the Rockford region, we are thankful to be able to gather in-person to celebrate the start of the holiday season. I am reminded that our community is filled with so many selfless, big-hearted people and businesses who help our RACVB team put on this amazing event," said **Kristen Paul, RACVB director of destination development**. "The magic of the season shines through our downtown during Stroll and brings people together. We are truly thankful to our partners, volunteers, patrons, sponsors and vendors for their support throughout the years and this year."

Sponsor Support Makes Stroll Possible, Free to Attend

In total, 22 companies and organizations are providing financial support through sponsorship of this year's Stroll on State and Dasher Dash 5K. Their investment allows RACVB to present the event as a gift to the community.

"Illinois Bank & Trust has been the presenting sponsor of Stroll on State since 2015 and each year the event seems to be even more enjoyable for our team, families and friends. We are grateful for our invaluable partnership with the RACVB which allows us to bring happiness to so many people during the holiday season. As we look to the years ahead, we are truly excited about continuing this time-honored tradition in the Rockford community," said **Jeff Hultman, CEO of Illinois Bank & Trust**. "Our company tagline is 'Great Things Happen,' and this event is a prime example of how great things can happen when you have a community that comes together to bring such joy to the Rockford community just in time for the holidays."

-MORE-



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SATURDAY, NOVEMBER 27, 2021

Additional local businesses, organizations and media outlets provide invaluable support to the production of Stroll on State. A complete list is on pages 6 and 7 of this release.

"We're excited to have a traditional in-person Stroll on State event planned for this year. It is one of my favorite events because it is a powerful example of the welcoming nature of Rockford, as we unite for an entertaining and enjoyable kickoff to the holiday season," said **Rockford Mayor Tom McNamara**. "Most importantly, Stroll illustrates the diverse and progressive spirit of our city, providing a unique opportunity for visitors and residents alike to join together in celebration."

Stroll's Safe Return: To ensure a safe return to Stroll on State, RACVB and planning partners have worked closely with the Winnebago County Health Department and the City of Rockford. To minimize transmission of Covid-19 and to comply with event industry best practices several updates have been made for this year's event including: a larger footprint, multiple tree lighting ceremonies, a new time and location for fireworks, Santa pop-up visits, indoor and outdoor Letters to Santa mailbox locations, requiring masks or face coverings for all indoor locations, additional space between vendors at outdoor markets and hand sanitizing stations located throughout the event, among other enhancements.

Stroll's Top 9 Announcements for Year 9 in 2021

1. The Event is Back Completely In-Person

After adjusting the festivities to an online virtual format last year, this year's event will be completely in-person. The streets of downtown Rockford will once again be filled with holiday magic and decked out with decorations and lights.

2. Three Tree Lightings & Stages

One of the most popular moments of years past – the Tree Lighting Ceremony – will take place at three different locations and at different times.

- At 5 p.m. a tree lighting ceremony will take place at the Silver Bell Tree and Stage at Eddie Green Place on the corner of 1st and E. State St.
- Then at 6 p.m. the Rockford City Tree, sponsored by the Northwestern Illinois Building Trades, will be lighted at Davis Park.
- Finally, at 7 p.m. the third tree lighting will take place at the Jingle Bell Tree and Stage at the corner of N. Main. St. and Mulberry St.

Hosting three tree lighting ceremonies allows for crowds to be better spread out – rather than all together for one ceremony, avoiding what has traditionally been the largest concentration of guests gathered during Stroll. The different times also allow those with younger children and those who do not want to stay out as late the opportunity to customize the festival to their own schedule.

-MORE-



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Each stage will host a holiday storytime reading, a visit from Santa, live music and tree lighting. Stroll on State will partner with three community groups to produce the three lighting ceremonies:

- SOAR Radio and SOAR Assembly,
- Coalition of Latino Leaders and Rockford Regional Hispanic Chamber of Commerce, and
- City First Church

3. **Fireworks – New Time and Location**

Sky Lights Fireworks, presented by Pierce Distribution, will once again light up the skies of downtown Rockford except this time they will be launched from the Jefferson Street Bridge at 8 p.m. Viewers will be able to see the fireworks from anywhere in the festival if they can see the Jefferson Street Bridge. This change will allow for more spacing while the skies burst with color.

4. **Davis Park will be Fully Festive, Sponsored by UW Health**

The most beautiful tree in the Rockford region, the Rockford City Tree, sponsored by the Northwestern Illinois Building Trades, will be lighted in Davis Park at 6 p.m. Gather with friends and family and enjoy the magical moment while coming together as a community.

Elsewhere in the park, there will be a stage with performances, hot chocolate and s'mores, fire pits and adult beverages. There will even be a special appearance with Ana and Kristof with their special reindeer friends.

5. **Stroll's Parade Returns with Inflatable Balloons**

Stroll on State's Holiday Parade, sponsored by The Power Connection – IBEW 364 & NECA steps off on S. Main Street at Chestnut Street at 2 p.m. and will move north to State Street then east across the State Street Bridge, ending at 3rd Street. Parade onlookers are encouraged to find a spot along the route starting at 1 p.m. The parade will feature eight large-scale holiday-themed and character balloons including Frosty the Snowman and Butterscotch, several festive floats, live music DJs, and a few extra surprises are expected – including Santa & Mrs. Claus' official arrival in Rockford for the holidays.

Call for Parade Entries: Local organizations and businesses are invited to participate in the parade. The parade committee is pleased to provide commercially prepared floats for rental and use. Deadline to register is November 5. For pricing options and information, contact Nicole Blough at strollonstate@gorockford.com. Visit www.gorockford.com/stroll-on-state/parade/ for a list of rules, more information and to download a registration form.

6. **Letters to Santa**

During Stroll, your favorite group of elves will be back at Rockford City Hall to collect letters and give them to Santa! Sponsored by FurstStaffing, kids can write a letter to Santa, decorate the paper and mail it on-site to the North Pole.

-MORE-



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SATURDAY, NOVEMBER 27, 2021

In addition to inside City Hall, there will also be three outside locations throughout the festival to mail your letter to Santa. Those locations can be found outside City Hall, near the Davis Park City Tree and at JS Social Café.

7. Free Ice Skating at BMO Harris Bank Center

Take a break from strolling the grounds and lace up some ice skates at the BMO Harris Bank Center – on the IceHogs' new home ice rink – put on by the **Rockford Park District** and the **Rockford IceHogs**. Ice skates available free of charge.

Additionally, there will be street hockey provided by the **Chicago Blackhawks Foundation** along with family-friendly activities powered by the Rockford Park District in the lot outside of the BMO Harris Bank Center.

8. Starlight Theatre will Dazzle the Crowd

Rockford's best local talent will appear inside Veterans Memorial Hall with various showtimes from 2 - 9 p.m. Intended for all ages, performers will present *The Best Christmas Pageant Ever: The Musical*. Do not miss this opportunity to take a moment inside out of the weather and appreciate all the local talent in the area.

9. Blitzen's Ball, a Character Dance Party for Kids

From princesses to heroes and everything in between this dance party is produced by **Forest City Fairytale Company** and will take place inside Stewart Square. Kids and families are invited to make fun memories together throughout the day (2 – 9 p.m.) at this new Stroll event.

Classic Attractions

In 2021, the main Stroll event grounds will be along State Street in downtown Rockford bordered by Jefferson, Church, Chestnut and Third Streets while also extending south into Davis Park.

The popular **Hot Chocolate Express** will be at two locations, in Davis Park and next to **MovieLand**, sponsored by **Xfinity** which features a special recipe hot chocolate with sprinkles of marshmallows.

Rudolph's Reindeer Village, sponsored by **Mercyhealth** will once again be created in Davis Park. A couple of reindeer who power Santa's sleigh will be there to enjoy the winter wonderland.

Additional Event Favorites:

- **Santa Visits** will be different this year to keep kids, who currently cannot be vaccinated, healthy. In prior years, kids and families waited in line for up to an hour to visit with Santa. This year, Santa Claus will explore the grounds of Stroll on State. He plans to see kids during story time readings at the three stages, while riding in the parade, and he may even be seen serving hot chocolate and s'mores, visiting his reindeer and riding a Zamboni.

-MORE-



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SATURDAY, NOVEMBER 27, 2021

- **Randy Finch and the Ice Brigades, sponsored by OSF HealthCare**, are back outside the Rockford Register Star building to showcase their amazing ice sculpture creations.
- The popular **Fire & Ice, sponsored by OSF HealthCare**, will wow crowds again as blocks of ice dissolve into beautiful bonfires that create an enchanting display at the corner of East State Street and N. 2nd Street, as well as outside of Veterans Memorial Hall.
- **S'mores stations** will be set up in four locations. Whether you just took off the ice skates or are watching a holiday movie, Stroll grill masters will grill these tasty treats all night.
- **Horse & Wagon Rides, sponsored by Amazon** will be in one location – there will be one continuous loop on the west side of the Rock River with pick up and drop off locations near the corner of Wyman and Elm Streets.
- Two **Holiday Markets** will host local retail and food vendors and are sponsored by **T-Mobile** and the **Chicago Blackhawks Foundation**.
- **A full listing of events and attractions is available at www.strollonstate.com**

Santa's Visits Throughout Rockford

Even after the Stroll festivities wrap up, Santa Claus will make his way through Rockford on a City of Rockford fire truck spreading Christmas cheer on three Saturdays - December 4th, December 11th, and December 18th. The Rockford Area Convention & Visitors Bureau and Rockford Fire Department will also ride along for an experience we know kids will enjoy. Routes and approximate times will be released each week on GoRockford and Stroll on State Facebook pages.

Parking and Transportation

There will be parking options specified on detailed maps. On-street parking, parking decks and surface parking lots will be available as posted. The event map with suggested parking areas is available at www.strollonstate.com. There also will be **three Remote Parking Lots** with free shuttle bus transportation, **sponsored by Rockford Mass Transit District**, again this year at the YMCA, 200 Y Boulevard (*handicapped accessible paratransit buses are available*); Forest City Church, 1280 S. Alpine Road; and a third location which will be determined and later announced. Shuttle buses run continuously from 1 – 9:30 p.m.

Shop on Small Business Saturday

Stroll on State takes place in conjunction with Small Business Saturday, an annual holiday shopping tradition that gets communities out in support of shopping local. Locally owned businesses throughout the River District will offer holiday specials and fun events. Guests are encouraged to shop local throughout the region during the holiday season.

-MORE-



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SATURDAY, NOVEMBER 27, 2021

Volunteers Help Make It Happen

Stroll on State is made possible with the help of several organizations, businesses and volunteers. Once again **Rockford Sharefest** is spearheading the volunteer efforts. Volunteer Workshops are held Saturday mornings from 8 a.m. – 12 p.m. and Tuesday evenings from 6 – 9 p.m. at 310 Winnebago Street, on the corner of S. Winnebago and Chestnut Streets. Children ages 12-15 may volunteer with an adult and a signed waiver; 16- and 17-year-olds must provide a signed waiver.

Volunteers are welcome to come to the workshops without prior registration. Workshops end on Tuesday, November 23. Volunteers are needed for the downtown decorating days on Friday and Saturday, November 19-20. Those looking to lend a helping hand the day of the festival can get more information about available opportunities at www.strollonstate.com.

Supporters & Partners

Led by the Rockford Area Convention & Visitors Bureau, in addition to many partners, the following entities have come together to generously support Stroll on State:



STROLL on STATE®



SATURDAY, NOVEMBER 27, 2021

Presenting Sponsor:

- Illinois Bank & Trust

Parade Presenting Sponsor:

- The Power Connection IBEW 364 & NECA

Supporting Sponsors:

- Amazon
- Chicago Blackhawks Foundation
- ComEd
- FurstStaffing
- HolmstromKennedyPC
- I Want Smart
- LaMonica Beverages
- Mercyhealth
- Northwestern Illinois Building Trades Union
- OSF HealthCare
- PCI Pharma Services
- Pearson Plumbing & Heating
- Pierce Distribution
- Plumbers & Pipefitters Local 23
- Project First Rate
- T-Mobile
- UW Health
- Xfinity

Friends of Stroll on State:

- Bud Light
- City First Church
- Coalition of Latino Leaders
- Event Floral
- Forest City Fairytale Company
- Hispanic Chamber of Commerce
- Howe Freightways Inc.
- Lino's
- Luxe Productions
- Montel Technologies, LLC
- SOAR Assembly
- SOAR Radio
- Stella Artois
- Stenstrom Companies
- Sugar Britches
- SVL Productions
- Tree Care Enterprises
- Two Men and a Truck

Dasher Dash 5K Sponsor:

- I Want Smart

Partner Organizations:

- BMO Harris Bank Center
- City of Rockford
- Rockford Mass Transit District
- Rockford Park District
- Rockford Sharefest

Media Sponsors:

- Mid-West Family Broadcasting
- Northwest Quarterly
- SOAR Radio
- The Rock River Times
- Townsquare Media
- WREX

###

About RACVB: RACVB is responsible for promoting the Rockford region as an attractive travel destination and enhancing its public image as a dynamic place to live and work. Through the impact of travel, RACVB strengthens the economic position of the region and provides opportunities for people in our communities.

www.gorockford.com

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 53594433

Entity Name ROCKFORD AREA CONVENTION & VISITORS BUREAU

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
NOT-FOR-PROFIT

Incorporation Date (Domestic)
Thursday, 27 September 1984

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

JOHN ALAN GROH

Address

102 N MAIN ST
ROCKFORD , IL 61101

Change Date

Thursday, 30 July 2009

Annual Report

Filing Date

Tuesday, 17 August 2021

For Year

2021

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 18, 2021
Resolution Title: RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE
Board Meeting Date: November 23, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$1,462,170 Annual Total
If not, explain funding source:		
ORG/OBJ/Project Code: 49400 43510 Budget Impact: \$345,009 Increase		

Background Information: Winnebago County purchases insurance coverage to limit the County's risk on the liability/casualty and property assets. Due to the cost increase on the current program and the lack of viable alternatives in the marketplace, the decision has been made to join the Counties of Illinois Risk Management Agency (CIRMA,) a pool of 22 other counties in Illinois. This will result in an annual increase for 2022 of \$345,009.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, David Rickert and Human Resources Director, Debbie Crozier, have reviewed the Property and Casualty Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is a 3-year agreement with CIRMA.

Legal Review: Done.

Follow-Up: N/A

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J.
GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE**

WHEREAS, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of the property and casualty insurance coverage; the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

WHEREAS, Arthur J. Gallagher & Co. has proposed the attached rates to Winnebago County for the property and casualty insurance coverage from December 1, 2021 thru November 30, 2022:

See attachment A – Premium Summary Recap for Details.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the property and casualty insurance coverage for December 1, 2021 through November 30, 2022.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with ARTHUR J. GALLAGHER & CO., 555 SOUTH PERRYVILLE ROAD, ROCKFORD, IL 61108 for the property and casualty insurance coverage.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW

CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

PREMIUM SUMMARY

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		RENEWAL PROGRAM (Travelers)		PROGRAM 2 (CIRMA)	
Property	Premium	Travelers Indemnity Company	\$231,229.00	Travelers Indemnity Company	\$238,729.00	Primary: Lloyd's of London	\$411,000.00
Excess Property	Premium		N/A		N/A	Travelers Indemnity Co	\$130,463.00
Boiler & Machinery	Premium		Included		Included	Hartford Steam Boiler	\$42,093.00
Liability Package	Premium	Travelers Indemnity Company	\$340,266.00	Travelers Indemnity Company	\$364,383.00	Lloyd's of London	Included in above
Automobile	Premium	Travelers Indemnity Company	\$116,309.00	Travelers Indemnity Company	\$126,452.00	Lloyd's of London	Included in above
Umbrella/Excess (1st)	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$190,843.00	Berkley INDICATION	\$825,000.00	Old Republic Union Ins.	\$323,000.00
		Limit \$19MM xs \$1MM		Limit \$4MM xs \$1MM		Limit \$8MM xs \$2MM	
Administration Costs						CIRMA	\$90,899.00
Loss Fund						CIRMA	\$150,000.00
Surplus Lines Tax							\$34,579.00
Umbrella/Excess (2nd)	Premium			Unknown	Unknown	Allied Word National Assurance Company	\$135,264.00
						Limit \$10MM xs \$10MM	
	Taxes						\$5,411.00
Crime	Premium	Hanover Insurance Co.	\$6,933.00	Hanover Insurance Co.	\$6,933.00	Primary: Lloyd's of London	Included in above
						Excess: Travelers Casualty & Surety Co.	\$2,555.00
Professional Liability (Health Department Only)	Premium	Columbia Casualty Company (CNA Insurance Companies)	\$16,625.00	Columbia Casualty Company (CNA Insurance Companies)	\$27,665.00	Columbia Casualty Company (CNA Insurance Companies)	\$27,665.00
	Taxes		\$594.00		\$989.00		\$989.00
Excess Workers' Compensation	Premium	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	\$116,781.00	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	\$150,221.00	Illinois Public Risk Fund	\$147,510.00
		Retention \$750K Police		Retention \$750K Police		Deductible \$400K per claim	
Administration Fee		Retention \$650K Others		Retention \$650K Others			\$4,425.00
Estimate TPA Saving (Gallagher Bassett)							
Package Fee							(\$80,746.00)
Workers' Compensation Fee							(\$44,263.00)
Package Run Off (per year)							\$9,835.00
WC Run Off (per year)							\$3,839.00
Broker Fee - AJG			\$66,325.00		\$67,652.00		\$67,652.00
Total Estimated Program Cost			\$1,085,905.00		\$1,808,024.00		\$1,462,170.00

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: November 16, 2021

Resolution Title: Resolution Authorizing the Execution of Amendment No. 2 to Extended License Agreement with the Illinois Department of Natural Resources for the Extension of Perryville Road Path Through Rock Cut State Park (Section:16-00633-00-BT)

County Code: PWC Resolution #21-035

Board Meeting Date: Tuesday, November 23, 2021

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ 00.00
If not, explain funding source:			
ORG/OBJ/Project Code:	N/A	Budget Impact:	\$ 00.00

Background Information:

This amendment to the original lease agreement with IDNR signed in 2001 is to allow the extension of the Perryville Path through Rock Cut State Park from Hart Road to IL Route 173. Among others, it includes the construction of a small parking lot adjacent to Hart Road. Federal funds are being used for construction via an ITEP grant.

Recommendation:

This amendment to the lease is at the request of IDNR and at no additional cost to the County.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office

Follow-Up:

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT No. 2
TO EXTENDED LICENSE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF
NATURAL RESOURCES FOR THE EXTENSION OF PERRYVILLE ROAD PATH
THROUGH ROCK CUT STATE PARK
(SECTION 16-00633-00-BT)**

WHEREAS the County of Winnebago entered into LICENSE AGREEMENT No. 724A with the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES (IDNR), dated November 6th, 2001, to construct a path along the east side of Perryville Road through Rock Cut State Park up to the south right-of-way line of Hart Road; and

WHEREAS the County of Winnebago was awarded in October 2016 \$984,960 through the Illinois Transportation Enhancement Program (ITEP) to in part extend the Perryville Road Path through Rock Cut State Park from the south right-of-way line of Hart Road, north to the south right-of-way line of Illinois Route 173; and

WHEREAS in order to construct the new path segment through Rock Cut State Park the LICENSE AGREEMENT was amended by County Board Resolution 2019 CR 101 dated August, 9 2019; and

WHEREAS an additional amendment is required, AMENDMENT 2, to cover details associated with the construction of the Perryville Road Path through Rock Cut State Park; and

WHEREAS it is in the public interest to enter into the attached AMENDMENT 2 TO EXTENDED LICENSE AGREEMENT with IDNR to accomplish the extension of the Perryville Road Path

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 AMENDMENT 2 TO EXTENDED LICENSE AGREEMENT with IDNR for the extension of the Perryville Road Path through Rock Cut State Park in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that the AMENDMENT 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

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl



Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich



Jim Webster

Jim Webster



Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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

Project Location: Rock Cut State Park
Location Code: 50-4521-1
Agreement Number: 724A
Amendment Number: 2

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
AMENDMENT TO EXTENDED LICENSE AGREEMENT

LICENSE AGREEMENT No. 724A, executed November 6th, 2001, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES (IDNR) and WINNEBAGO COUNTY (LICENSEE), hereby is amended as follows:

LICENSEE will extend multi-use recreation trail, construct a parking lot, and remove and replace trees, including restoration seeding in accordance with Exhibit C. Further LICENSEE shall add retaining walls and a drainage system. The aforementioned Project Description is delineated in Exhibit A and said Project Description and Restrictions/Comments shall be adhered to. All of this work shall take place in Sections 21 and 28 of Township 45 North, Range 2 East of the Third Principal Meridian, Harlem Township, Winnebago County, Illinois as shown in Exhibits A and B.

Further the termination date for the Extended License Agreement shall extended for twenty years from the date of the execution of this Amendment.

LICENSEE, by its acceptance and execution of this Amendment, agrees and covenants that it will abide by and comply with all the terms, covenants, conditions and provisions of said original Extended License Agreement as herein amended.

Dated and executed by the parties hereto this _____ day of _____, 20 ____.

AGREED

LICENSEE

WINNEBAGO COUNTY

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF NATURAL RESOURCES

BY: _____

Print Name

TITLE: _____

DATE: _____

FEIN NO.: _____

BY: _____

Pam Gray, Division Manager
Division of Concession and Leases

TITLE: _____

DATE: _____

CERP code: 1811749
(Provided by CERP staff.)

Illinois Department of Natural Resources

Project Location: Rock Cut State Park
Location Code: 50-4521-1
Agreement Number: 724A
Amendment Number: 2
EXHIBIT: A

COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS

Regional (or previous) CERP code: 1811749 Project title: Perryville Rd. Trail and Parking Improvements
Site name: Rock Cut State Park Proposed start date: Fall 2021
Contact person: Bradley Brown Phone: 815-885-3311 County: Winnebago
Township: 45N Range: 2E Section: 21.28

Project Description:

This is an amended CERP review request for the trail project located in the northwest portion of park, North of Hart Rd, and immediately east of the western road boundary, Perryville Rd. The recent bid plans amend the previous schematic trail reviewed under CERP # 1811749. The intent of the project is to extend the current Perryville Trail north of Hart Rd, provide a parking lot at southwest part of project area, and a trail connection to the existing trail at the northwest corner of the park.

Work overview includes earthwork, tree removal and replacement, installation of box culvert, culverts, inlet structures, retaining wall, armored trail surface and a parking lot, restoration seeding:

- Tree Removal and Replacement: 312.5" of trees 6-15" DBH will be removed, with additional 150" of contingency inches included in contract. Replacements will consist of mixed hardwood species; maple, oak, and hickory, @2-2/5" caliper; Total replacement is 200 trees, providing 425".
- Parking Lot: 100' x 65' asphalt parking lot with one ADA space and turnaround.
- Trail: 10' wide x 2.25 mi, HMA asphalt
- Retaining Walls: 400 LF segmental concrete walls x both sides (800 LF total), avg 4' height, located at a high point in trail.
- Drainage system: Concrete box culvert 30LF of 5'H x 10'W, inlets, piping, culverts, as needed
- Restoration Seeding: 4.2 Ac of Prairie Seeding (special)

Is tree clearing required? Yes or No Yes Number, size, species: 312" of 6-15" DBH trees

Is work area in a Federal Aid Project boundary? Yes or No No Federal Aid type:

Funding source: IDNR Capital— Heavy Equipment— Force Account—

Other State, Local, or Private agency— Winnebago County DOT, ITEP

Federal Agency— Federal Program—

Approval by Site Superintendent (for all NON-CAPITAL projects, e.g., heavy equipment, force account, leases, r-o-w, etc.)

Signature, Site Superintendent: Bradley Brown by Laura Verden, RLA Date: 9-23-21

**CERP Staff Only
REVIEWS PERFORMED**

	Approved	Approved w/ Restrictions	Comments
Threatened & Endangered Species Natural Areas/Nature Preserves		X	Project limits shall be kept mowed starting no later than Mar 15, and kept mowed weekly between Mar 15 and Oct 15. Provided seed list is approved.
Wetlands		X	Project is subject to IWPA mitigation.
Cultural Resources	X		
Other (contaminants, wildlife, federal nexus, etc.)	x-fed aid		


Justin Dillard, CERP Program Manager
217-557-6723

10/13/2021

Date



Exhibit B

0 500 1,000 1,500 2,000 Feet



Map is a representation of the boundary and location, it is not a legal survey.

EXHIBIT C

Project Location: Rock Cut State Park

Location Code: 50-4521-1

Agreement Number: 724A

Amendment Number: 2

DRY PRAIRIE MIX

Scientific Name	Common Name	Amount per Acre (ounces)
Graminoides		
<i>Andropogon scoparius</i>	Little Bluestem Grass	25
<i>Bouteloua curtipendula</i>	Side-Oats Grama	45
<i>Elymus canadensis</i>	Canada Wild Rye	35
<i>Sporobolus heterolepis</i>	Prairie Dropseed	27
<i>Stipa spartea</i>	Porcupine Grass	8
Total Graminoides		140
Forbs		
<i>Amorpha canescens</i>	Lead Plant	1.5
<i>Anemone cylindrica</i>	Thimbleweed	1
<i>Asclepias tuberosa</i>	Butterfly Weed	8
<i>Asclepias verticillata</i>	Whorled Milkweed	4
<i>Aster azureus</i>	Sky Blue Aster	2
<i>Aster novae-angliae</i>	New England Aster	2
<i>Aster ptarmicoides</i>	Stiff Aster	0.5
<i>Astragalus canadensis</i>	Canadian Milk Vetch	1
<i>Baptisia leucantha</i>	White Wild Indigo	10
<i>Coreopsis palmata</i>	Prairie Coreopsis	4
<i>Desmodium illinoense</i>	Illinois Tick Trefoil	4
<i>Echinacea pallida</i>	Pale Purple Coneflower	7
<i>Eryngium yuccifolium</i>	Rattlesnake Master	5
<i>Euphorbia corollata</i>	Flowering spurge	2
<i>Helianthus occidentalis</i>	Western Sunflower	0.5
<i>Lespedeza capitata</i>	Round-headed Bush clover	2
<i>Liatris aspera</i>	Rough Blazing Star	3.5
<i>Monarda fistulosa</i>	Wild Bergamot	1.5
<i>Monarda punctata</i>	Spotted Bee Balm	1.5
<i>Petalostemum candidum</i>	White Prairie Clover	5
<i>Petalostemum purpureum</i>	Purple Prairie Clover	5
<i>Potentilla arguta</i>	Prairie Cinquefoil	1
<i>Rosa carolina</i>	Pasture Rose	3
<i>Rudbeckia hirta</i>	Black-Eyed Susan	1
<i>Silphium laciniatum</i>	Compass Plant	13
<i>Solidago speciosa</i>	Showy Goldenrod	3.5
<i>Zizia aptera</i>	Heart-leaf Golden Alexander	2
Total Forbs		94.5



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: November 16, 2021

Resolution Title: Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associates to Provide Plans and Specifications for the Rehabilitation of Well #1 Winnebago Water District Wellhouse (Section: 18-00656-02-MG)

County Code: PWC Resolution #21-036

Board Meeting Date: Tuesday, November 23, 2021

Budget Information:

Was item budgeted?	Appropriation Amount: \$4,246.00
If not, explain funding source:	
ORG/OBJ/Project Code: 790-43190	Budget Impact: \$4,246.00

Background Information:

The small pump in well #1 is used to maintain flow through the system to prevent the elevated tank from freezing. This pump is in need of maintenance. With the completion of well #2 in 2017, well #1 can now be pulled for maintenance. Generally pumps need to be pulled every 8 to 10 years.

Recommendation:

Recommends approval of engineering professional services agreement to produce plans for the required maintenance.

.

Contract/Agreement:

After approval by County Board

Legal Review:

By the State Attorney's office

Follow-Up:

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH WILLETT HOFMANN & ASSOCIATES TO PROVIDE
PLANS AND SPECIFICATIONS FOR THE REHABILITATION OF WELL #1
WINNEBAGO WATER DISTRICT WELLHOUSE
(SECTION 18-00656-02-MG)**

WHEREAS as per resolution of the County Board of the County of Winnebago, Illinois, Resolution 12-007, dated the 12th day of January 2012, the County Board created a waterworks system pursuant to the authority granted in Section 5-15001 of the Illinois Counties Code, 55 ILCS 5/5-15001 hereinafter referred to as the WATER DISTRICT; and

WHEREAS Winnebago County by prior action of the County Board, caused to be purchased, erected and planned a water system composed of an elevated water tank, building, wells, pumping equipment and water mains to service the general environs of the area of Interstate I-39 and Baxter Road; and

WHEREAS in the spring of 2017 a second well was completed to comply with requirements of the Illinois Environmental Protection Agency (IEPA) for public water supply systems in that a back-up well needs to be included as part of the water system; and

WHEREAS the pump in Well #1 was installed in 2007 and generally pumps need to be pulled every eight to ten years for maintenance; and

WHEREAS the small pump in Well #1 that is used to maintain flow through the system to prevent the elevate tank from freezing is failing; and

WHEREAS with the completion of Well #2, Well #1 can now be pulled for maintenance as there is a back-up; and

WHEREAS Willett Hofmann & Associates, Inc. has agreed to provide design engineering services to provide construction documents to pull and rehabilitate Well #1 for not to exceed fee of \$4,246.00; and

WHEREAS it would be in the public interest to enter into the attached Agreement to provide Professional Engineering Services for the maintenance of Well #1 of the WATER DISTRICT.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto.

BE IT FURTHER RESOLVED that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; 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 one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman



Angela Fellars



Burt Gerl



Dave Kelley, Vice Chairman

Jas Bilich



Jim Webster



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman



Angela Fellars

Burt Gerl

Dave Kelley, Vice Chairman

Jas Bilich

Jim Webster

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

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

ATTEST:

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



Local Public Agency
Engineering Services Agreement



Using Federal Funds? ☐ Yes ☒ No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County Highway Department	Winnebago	N/A	N/A
Project Number	Contact Name	Phone Number	Email
N/A	Carlos Molina, PE	(815) 319-4000	cmolina@wincoil.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
N/A	N/A	N/A	N/A
Location Termini			Add Location
N/A			Remove Location

Project Description

Design and bidding services for the replacement / rehabilitation of Well #1 pumps.

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Willett, Hofmann & Associates, Inc.	Matt Hansen	(815) 284-3381	mhansen@willetthofmann.com
Address	City	State	Zip Code
809 E. 2nd Street	Dixon	IL	61021

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$4,246.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$4,246.00
Total for all work		\$4,246.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Name of Local Public Agency Winnebago County Highway Department

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Title

Winnebago County Highway

County

Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Willett, Hofmann & Associates, Inc.

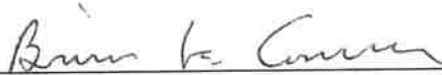
By (Signature & Date)

Title

Secretary

By (Signature & Date)



Title

President & General Manager

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	N/A

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Project Management Contract Documents and Specifications Bidding, Award, and Contracts
--

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

N/A

**EXHIBIT B
PROJECT SCHEDULE**

Start date will be approximately 12/1/2021 after authorization from the County to proceed and should take approximately 4 months to complete.

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

N/A

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

N/A

Exhibit D

Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency

Winnebago County Highway Department

County

Winnebago

Section Number

N/A

Consultant (Firm) Name

Willett, Hofmann & Associates, Inc.

Prepared By

Brian K. Converse, PE, SE

Date

11/2/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM MONTHS
START DATE
RAISE DATE
END DATE

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2021	3/31/2022	4	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 04/30/21)
Payroll Escalation

Local Public Agency	County	Section Number
Winnebago County Highway D	Winnebago	N/A

MAXIMUM PAYROLL RATE 78.00
ESCALATION FACTOR 0.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
President & General Manager	\$77.45	\$77.45
Principal Engineering Manager	\$74.36	\$74.36
Engineering Manager	\$70.57	\$70.57
Civil Engineer IV	\$42.39	\$42.39
Civil Engineer III	\$37.87	\$37.87
Civil Engineering Intern II	\$35.36	\$35.36
Civil Engineering Intern I	\$30.27	\$30.27
Engineering Intern	\$15.50	\$15.50
Principal Architectural Manager	\$55.39	\$55.39
Architect IV	\$42.81	\$42.81
Architect III	\$43.51	\$43.51
Architectural Intern II	\$37.84	\$37.84
Architectural Intern I	\$31.88	\$31.88
Principal PLS Manager	\$48.39	\$48.39
Prof. Land Surveyor Manager	\$48.33	\$48.33
Prof. Land Surveyor IV	\$37.60	\$37.60
Prof. Land Surveyor III	\$30.62	\$30.62
Prof. Land Surveyor (SIT) II	\$29.83	\$29.83
Prof. Land Surveyor (SIT) I	\$27.69	\$27.69
Technician IV	\$32.23	\$32.23
Technician III	\$26.68	\$26.68
Technician II	\$21.37	\$21.37
Technician I	\$21.83	\$21.83
Survey Worker Foreman	\$28.90	\$28.90
Survey Worker	\$27.36	\$27.36
Administrative Assistant	\$21.51	\$21.51

Winnebago County Highway Department

Winnebago	
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N/A

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

0.00

0.00

Winnebago County Highway Department

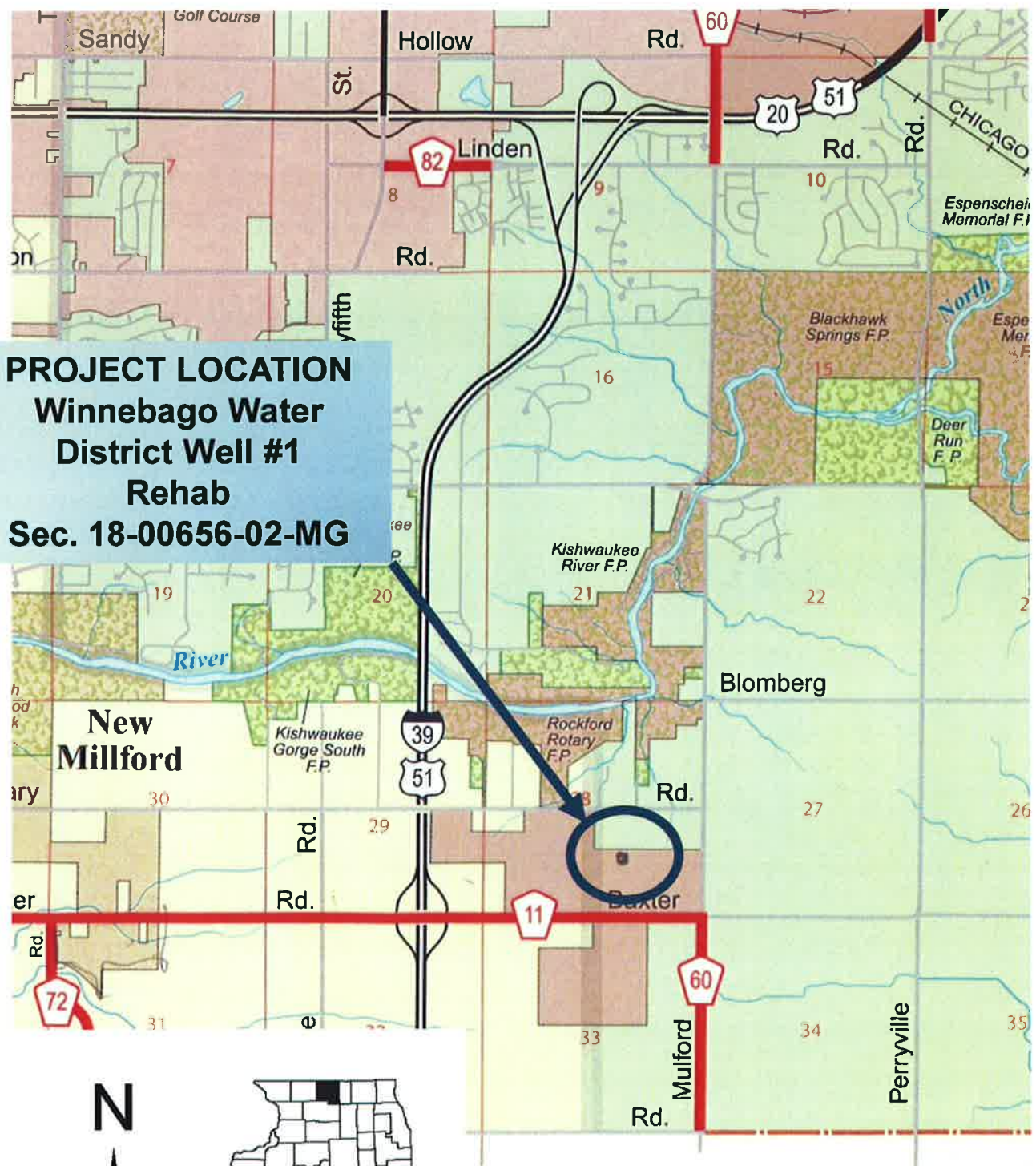
Winnebago

N/A

AVERAGE HOURLY PROJECT RATES
Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Contract Documents and Specifications			Bidding, Award, and Contracts								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	77.45	0.0																	
Principal Engineering Manager	74.36	0.0																	
Engineering Manager	70.57	4.0	11.43%	8.07	4	100.00%	70.57												
Civil Engineer IV	42.39	20.0	57.14%	24.22				12	75.00%	31.79	8	53.33%	22.61						
Civil Engineer III	37.87	0.0																	
Civil Engineering Intern II	35.36	0.0																	
Civil Engineering Intern I	30.27	0.0																	
Engineering Intern	15.50	0.0																	
Principal Architectural Manager	55.39	0.0																	
Architect IV	42.81	0.0																	
Architect III	43.51	0.0																	
Architectural Intern II	37.84	0.0																	
Architectural Intern I	31.88	0.0																	
Principal PLS Manager	48.39	0.0																	
Prof. Land Surveyor Manager	48.33	0.0																	
Prof. Land Surveyor IV	37.60	0.0																	
Prof. Land Surveyor III	30.62	0.0																	
Prof. Land Surveyor (SIT) I	29.83	0.0																	
Prof. Land Surveyor (SIT) II	27.69	0.0																	
Technician IV	32.23	0.0																	
Technician III	26.68	0.0																	
Technician II	21.37	0.0																	
Technician I	21.83	0.0																	
Survey Worker Foreman	28.90	0.0									7	46.67%	12.77						
Survey Worker	27.36	7.0	20.00%	5.47															
Administrative Assistant	21.51	4.0	11.43%	2.46				4	25.00%	5.38									
		0.0																	
TOTALS		35.0	100%	\$40.22	4.0	100.00%	\$70.57	16.0	100%	\$37.17	15.0	100%	\$35.38	0.0	0%	\$0.00	0.0	0%	\$0.00



Location Map



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: November 16, 2021

Resolution Title: Resolution Authorizing the Execution of a Local Public Agency Agreement for Federal Participation for Yale Bridge Road Culvert Replacement at Sugar Creek and for Appropriating the Local Share of Funds (Section: 19-00671-00-BR)

County Code: PWC Resolution #21-037

Board Meeting Date: Tuesday, November 23, 2021

Budget Information:

Was item budgeted?		Appropriation Amount: \$147,000.00
If not, explain funding source:		
ORG/OBJ/Project Code:	469-46330	Budget Impact: \$ 147,000.00

Background Information:

The Highway Department obtained federal funding to replace this box culvert on Yale Bridge Road. This agreement between the County and the State is required to be able to use those funds. This will also appropriate Rebuild Illinois Funds (RBI) for the local match and for construction engineering.

\$147,000 - County cost

\$347,000 – Federal funds (STP-Br)

Recommendation:

Recommends approval so that bids can be open in January of 2022 and construction thereafter.

Contract/Agreement:

After approval by County Board

Legal Review:

By the State Attorney's office

Follow-Up:

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR
YALE BRIDGE ROAD CULVERT REPLACEMENT AT SUGAR CREEK AND FOR
APPROPRIATING THE LOCAL SHARE OF FUNDS
(SECTION 19-00671-00-BR)**

WHEREAS the Winnebago County Highway Department has received \$347,000.00 from the Illinois Department of Transportation's (IDOT) Surface Transportation Program Bridge (STP-Br) fund to replace a culvert on Yale Bridge Road at Sugar Creek; and

WHEREAS the total estimated cost for construction and construction engineering is \$492,710.00; and

WHEREAS the STP-Br funds require a match of local funds, of which \$147,000.00 will be appropriated from the County's Rebuild Illinois Fund, \$87,000.00 for the construction match and \$60,000.00 for construction engineering; and

WHEREAS it would be in the public interest to enter into the attached Local Public Agency Agreement for Federal Participation (hereafter, the "AGREEMENT") and to appropriate \$147,000.00 from the County's Rebuild Illinois Fund to cover the County's share of the cost of construction and construction engineering for this project.

NOW THEREFORE BE IT RESOLVED that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a "Local Public Agency Agreement for Federal Participation" and that the sum of \$147,000.00 is appropriated from the County's Rebuild Illinois Fund as per form BLR 09110 (Rev. 05/08/20) both in substantially the forms attached hereto; and

BE IT FURTHER RESOLVED that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; 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 one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

Joe Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

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


LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	19-00671-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-Br	N/A	N/A	N/A

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-044-20	DYW8(744)				

Engineering
Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Yale Bridge Road	FAS 0040	0.01	09.84	09.85

Location Termini
AT Sugar Creek

Current Jurisdiction	Existing Structure Number(s)	Add Location
Winnebago County	101-5162	Remove

PROJECT DESCRIPTION

Replacement of existing Double Cell (10'X5') concrete box culvert @ a 48 degree skew with a Single 20'X5' CIP Box culvert.
--

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share \$86,750.00 divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Appropriation Resolution
Add Row		

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's Tin number is
200000201 conducting business as a Governmental Entity.

Duns Number 010243822

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

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Philip C. Kaufmann, Chief Counsel

Date

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Joanne Woodworth, Acting Chief Fiscal Officer

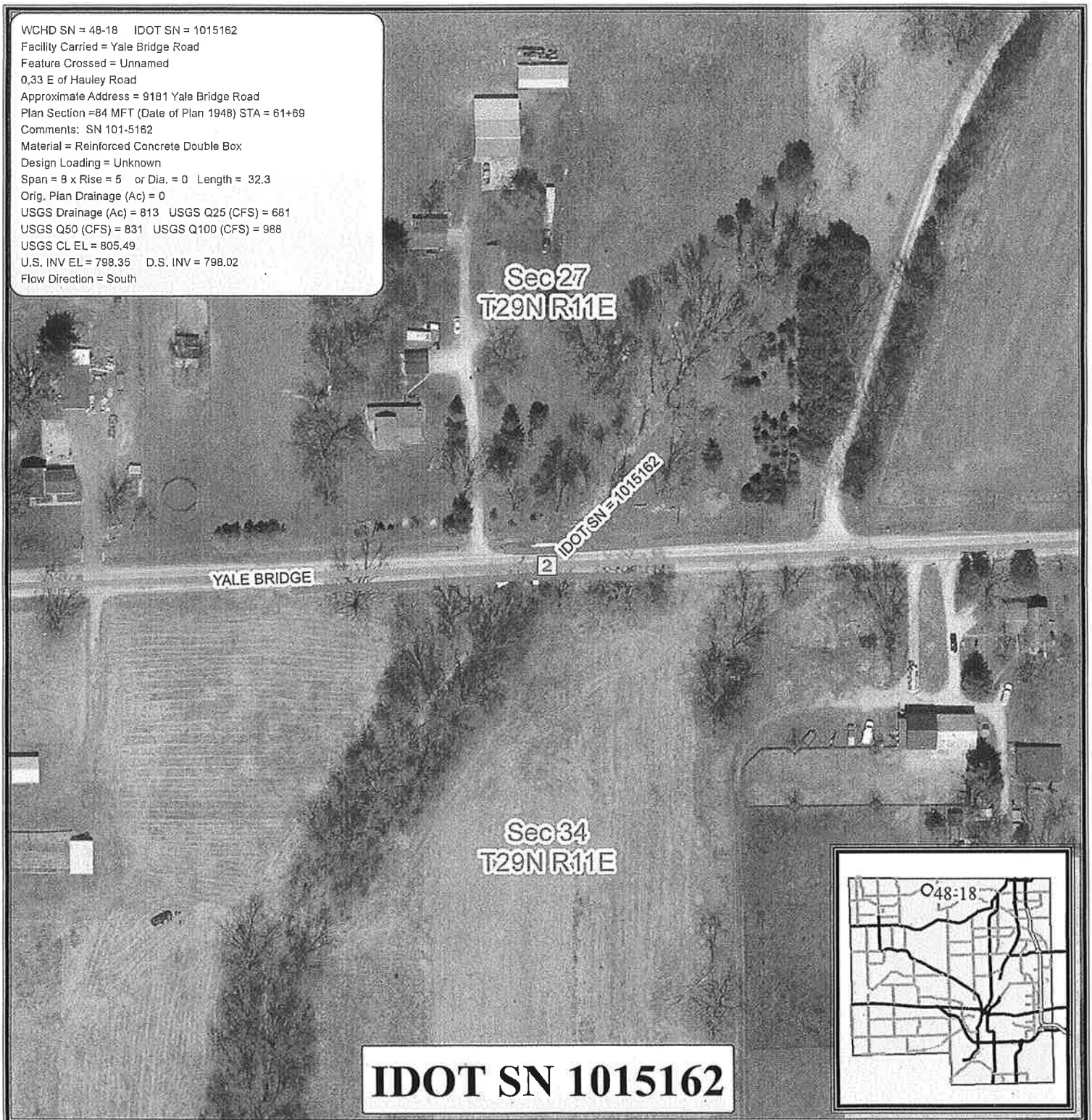
Date

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NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

WCHD BRIDGE & CULVERT LOCATION MAP

WCHD SN = 48-18 IDOT SN = 1015162
Facility Carried = Yale Bridge Road
Feature Crossed = Unnamed
0.33 E of Hauley Road
Approximate Address = 9181 Yale Bridge Road
Plan Section = 84 MFT (Date of Plan 1948) STA = 61+69
Comments: SN 101-5162
Material = Reinforced Concrete Double Box
Design Loading = Unknown
Span = 9 x Rise = 5 or Dia. = 0 Length = 32.3
Orig. Plan Drainage (Ac) = 0
USGS Drainage (Ac) = 813 USGS Q25 (CFS) = 681
USGS Q50 (CFS) = 831 USGS Q100 (CFS) = 988
USGS CL EL = 805.49
U.S. INV EL = 798.35 D.S. INV = 798.02
Flow Direction = South



Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 2,296,583.3333
False Northing: 0.0000
Central Meridian: -90.1667
Scale Factor: 0.9999
Latitude Of Origin: 36.6667
Units: Foot US

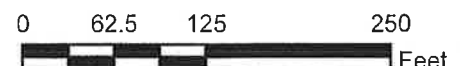
WCHD SN 48-18

Approximate Address: 9181 Yale Bridge Road
0.33 E of Hauley Road
Shirland Township

ADDENDA #1
19-00671-00-BR
PAGE 1 of 1



Printed on: 12/17/2019
Document Path: Z:\Culvert Inventory\CulvertMap.mxd



ADDENDA NUMBER 2

Local Public Agency Winnebago County Highway Department	County Winnebago	Section Number 19-00671-00-BR
--	---------------------	----------------------------------

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-044-20	DYW8(744)				

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STP-Br	\$347,000.00	80%				Local Match	\$86,750.00	20%	\$433,750.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$347,000.00		Total			Total		\$86,750.00	\$433,750.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

19-00671-00-BR

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Winnebago

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Yale Bridge Road	101-5162	CH 48	Sections 27 and 34, T29N, R11E, 4th PM	Sugar Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Replacement of existing double cell (10'x5') concrete box culvert @ 48 degree skew with a single 20'x5' CIP box culvert, including construction and construction engineering.
Rebuild Illinois Funds (RBI) will be used.

2. That there is hereby appropriated the sum of one hundred forty seven thousand

Dollars (\$147,000.00) 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 Gunmow

County

Clerk in and for said County

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Winnebago

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Winnebago

Name of Local Public Agency

at a meeting held on November 23, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of November, 2021

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: November 16, 2021

Resolution Title: Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Chastain and Associates LLC to Provide Construction Engineering Services for the Replacement of Yale Bridge Road Culvert over Sugar Creek

(Section 19-00671-00-BR)

County Code: PWC Resolution #21-038

Board Meeting Date: Tuesday, November 23, 2021

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$ 58,959.80
If not, explain funding source:			
ORG/OBJ/Project Code:	469-46330	Budget Impact:	\$ 58,959.80

Background Information:

This agreement is for construction inspections services, structural engineering and testing services for replacement of this box culvert (see Resolution 21-037 for funding sources for construction).

Recommendation:

These services will assist Highway Department personnel during construction inspection.

Contract/Agreement:

After County Board approval

Legal Review:

By the State Attorney's office

Follow-Up:

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH
CHASTAIN AND ASSOCIATES LLC TO PROVIDE
CONSTRUCTION ENGINEERING SERVICES FOR THE REPLACEMENT OF
YALE BRIDGE ROAD CULVERT OVER SUGAR CREEK
(SECTON 19-00671-00-BR)**

WHEREAS the Winnebago County Highway Department has received \$347,000.00 from the Illinois Department of Transportation's (IDOT) Surface Transportation Program Bridge (STP-Br) fund to replace a culvert on Yale Bridge Road at Sugar Creek; and

WHEREAS, there is insufficient County Highway Engineering staff to cover this construction project along with the need to have a licensed structural engineer to approve certain aspects of construction to provide materials testing; and

WHEREAS, Chastain and Associates, LLC has agreed to provide construction engineering and material testing services to assist County Highway Department staff with construction inspection, testing and documentation for the replacement of a culvert on Yale Road Bridge over Sugar Creek for a not to exceed price of \$58,959.80; and

WHEREAS it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) to provide construction engineering and material testing on Yale Bridge Road over Sugar Creek for the not to exceed price of \$58,959.80.

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 Local Public Agency Engineering Services Agreement with Chastain and Associates, LLC at a not to exceed price of \$58,959.80, in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver 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



Dave Kelley

Dave Kelly



Kevin McCarthy

Kevin McCarthy



Angela Fellars

Angela Fellars



Burt Gerl

Bert Gerl



Jim Webster

Jim Webster

Jas Bilich

Jas Bilich

The County Board of the County of Winnebago, Illinois this ____ day of _____,
2021, adopted the above and foregoing Resolution.

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

ATTEST:

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



Local Public Agency
Engineering Services Agreement



Using Federal Funds? ☒ Yes ☐ No Agreement For
Federal CE

Agreement Type
Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County Highway Department	Winnebago	19-00671-00-BR	C-92-044-20
Project Number	Contact Name	Phone Number	Email
DYW8(744)	Frank J. Hodina, PE	(815) 319-4000	fhodina@wincoil.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Yale Bridge Road	FAS 40 (CH 48)	325'	N/A
Location Termini			Add Location
Box culvert replacement between Hauley Rd and Cannell Rd			Remove Location

Project Description

Construction Inspection Services for the construction of the referenced box culvert

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other LOCAL

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other LOCAL

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain and Associates, LLC	Curtis Cook, PE	(815) 266-2904	ccook@chastainengineers.com
Address	City	State	Zip Code
6832 Stalter Drive, Suite 100	Rockford	IL	61108

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☒ Schedule of Rates
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☒ Specific Rate \$58,959.80 (Maximum Fee \$150,000) (For Federal Projects this is limited to testing services only)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

- 6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
- 7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

- 1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
- 2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA 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 LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates	370714576	\$50,709.80

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Testing Service Corporation		\$8,250.00
-		
-		
Subconsultant Total		\$8,250.00
Prime Consultant Total		\$50,709.80
Total for all work		\$58,959.80

Add Subconsultants

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type County of Name of Local Public Agency Winnebago

By	Date
Name of Local Public Agency	Local Public Agency Type
Winnebago	County
Clerk	

By	Date
Title	

(SEAL)

Executed by the ENGINEER:

Attest:	Consultant (Firm) Name
	Chastain and Associates, LLC

By	Date
Title	
Project Manager	

By	Date
Title	
Principal	

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	19-00671-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Winnebago County Highway Department is replacing a box culvert on Yale Bridge Road. This scope will address Phase III Engineering for the above project.

The engineering will be funded locally. The construction will be funded with local, State and Federal funding. Improvements have been designed in accordance with IDOT Bureau of Local Roads Manual.

Chastain & Associates LLC is anticipating the work will require part time hours estimated from April 2022 thru June 2022 at an average of 20 hours per week.

Services to be provided include the following:

Construction support services – This effort includes full time construction observation including; field observation, preparation of daily reports (CMMS), field measurements of contractor progress, and quantity documentation support for the project. A direct cost allowance of \$2287 is included for shop drawing review and an allowance of \$8250.00 is included for materials testing. No contingency hours for observation or vehicle are included for overtime or weekend use in the event the Contractor runs over schedule or conducts elements of the work in such a manner where overtime construction observation is necessary.

1. Chastain is assuming, and providing for, a 20 hour work week for 12 weeks from April 1, 2022 through June 2022. One part time employee hours is anticipated for July 2022 for material and quantity documentation in preparation of the audit. Time and effort beyond that or more than the contractual working days will be included as a separate line item on invoices for tracking by the County. Chastain understands the services provided are contingent upon the work schedule of the Contractor and their activities.

2. Chastain is providing part time observation and documentation and is not in a position to direct the project activities of the Contractor.

3. Chastain will coordinate material testing with Testing Service Corporation on behalf of the County.

4. Concerns or deficiencies will be addressed with the Contractor and County in a manner to minimize delays to the project.

5. No time is included for cross sectioning the project should the contractor not agree to use plan earthwork quantities for payment.

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

19-00671-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

The project schedule will be based upon the successful bidder's construction schedule.

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

19-00671-00-BR

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	30	\$65.00	\$1,950.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input checked="" type="checkbox"/> CADD	Actual cost (Max \$15/hour)	24	\$18.00	\$432.00
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$2,382.00

Winnebago County Highway Department

Winnebago

19-00671-00-BR

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



2021 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
Engineers	From		To
Project Principal	\$230.40	-	\$233.60
Senior Project Manager	\$227.20	-	\$240.00
Project Manager II	\$180.00	-	\$195.20
Project Manager I	\$144.00	-	\$169.60
Project Engineer II	\$128.00	-	\$182.40
Project Engineer I	\$120.00	-	\$145.60
Engineer	\$80.00	-	\$114.24
Surveyors			
Chief of Survey	\$161.54	-	\$161.54
Surveyor II	\$99.20	-	\$139.20
Surveyor I	\$75.00	-	\$75.00
Technical			
Senior Technician	\$169.60	-	\$169.60
Tech. IV	\$136.00	-	\$150.40
Technician III	\$118.40	-	\$118.40
Technician II	\$98.88	-	\$116.48
Technician I	\$64.48	-	\$92.16
Office Services and Records			
Administrative	\$56.00	-	\$108.80

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

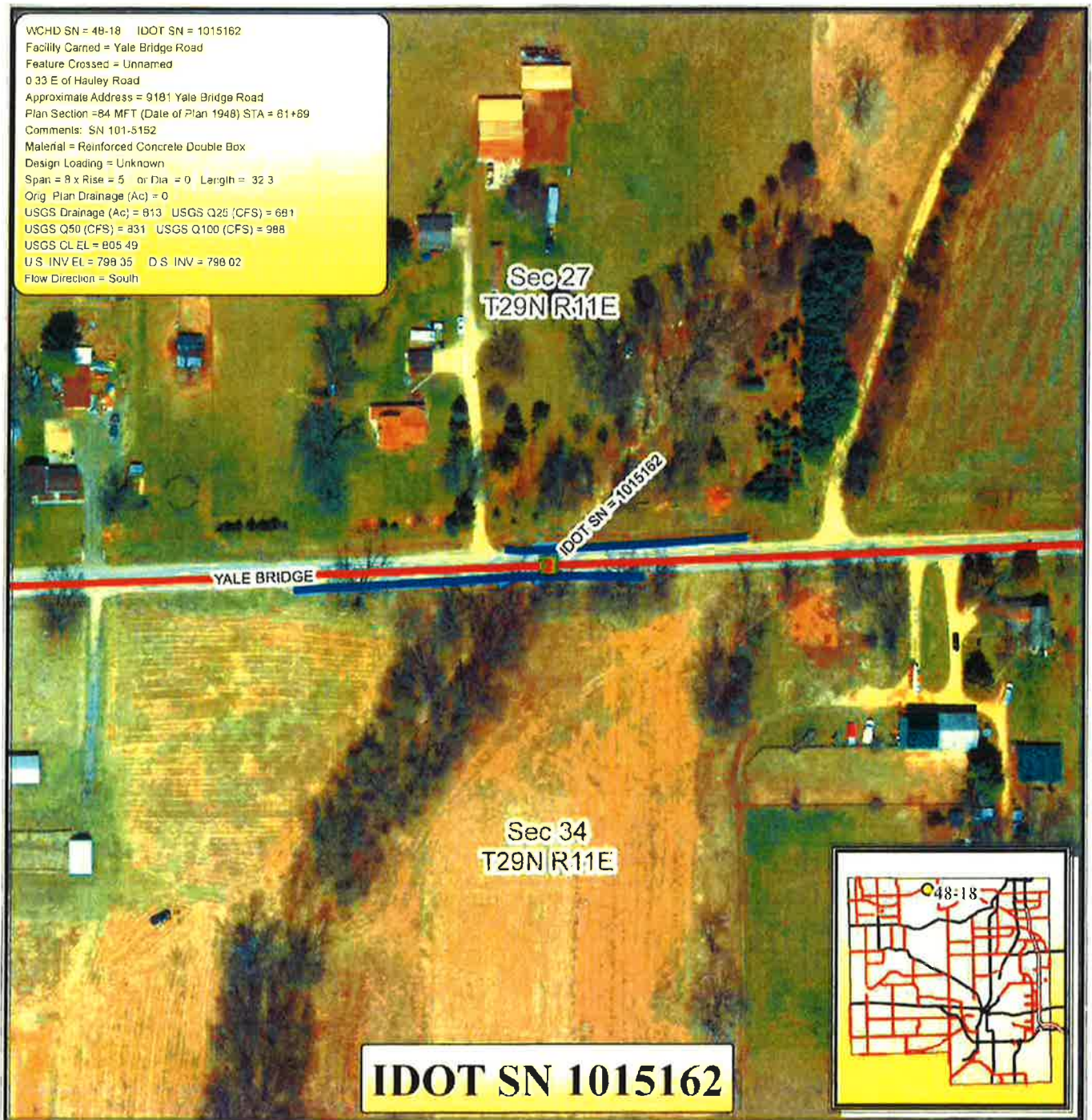
Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 56 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Updated 4/15/21

WCHD BRIDGE & CULVERT LOCATION MAP

WCHD SN = 48-18 IDOT SN = 1015162
 Facility Carried = Yale Bridge Road
 Feature Crossed = Unnamed
 0.33 E of Hauley Road
 Approximate Address = 9181 Yale Bridge Road
 Plan Section = 84 MFT (Date of Plan 1948) STA = 81+89
 Comments: SN 101-5152
 Material = Reinforced Concrete Double Box
 Design Loading = Unknown
 Span = 8 x Rise = 5 or Dia = 0 Length = 32.3
 Orig Plan Drainage (Ac) = 0
 USGS Drainage (Ac) = 813 USGS Q25 (CFS) = 681
 USGS Q50 (CFS) = 431 USGS Q100 (CFS) = 988
 USGS CL EL = 805.49
 U.S. INV EL = 798.35 D.S. INV = 798.02
 Flow Direction = South



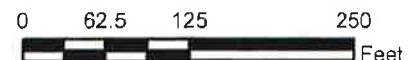
Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet
 Projection: Transverse Mercator
 Datum: North American 1983
 False Easting: 2,296,593.3333
 False Northing: 0.0000
 Central Meridian: -90.1667
 Scale Factor: 0.9999
 Latitude Of Origin: 36.6667
 Units: Foot US

WCHD SN 48-18

**Approximate Address: 9181 Yale Bridge Road
 0.33 E of Hauley Road
 Shirland Township**



Printed on: 12/17/2019
 Document Path: Z:\Culvert Inventory\CulvertMap.mxd





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: November 16, 2021

Resolution Title: Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Rockton, Illinois and Winnebago County, Illinois Regarding Construction and Maintenance of a Recreational Path Along Old River Road

County Code: PWC Resolution #21-039

Board Meeting Date: Tuesday, November 23, 2021

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ 00.00
If not, explain funding source:			
ORG/OBJ/Project Code:	N/A	Budget Impact:	\$ 00.00

Background Information:

The village of Rockton recently received an ITEP grant for construction of a recreational path from the village limits to Stephen Mack middle school. This agreement will allow the path to be constructed along Old River Road, a County Highway and memorializes that the path will be maintained by the Village of Rockton.

Recommendation:

Recommends approval. There is no cost to the County.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office

Follow-Up:

Agreement to be sent to the State by the Village.

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ROCKTON,
ILLINOIS AND WINNEBAGO COUNTY, ILLINOIS REGARDING CONSTRUCTION
AND MAINTENANCE OF A RECREATIONAL PATH ALONG OLD RIVER ROAD**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village desires to have a 10 foot wide recreational path installed along portions of Old River Road from Stephen Mack Middle School to the Rockton Athletic Complex and terminating at Route IL-75/Blackhawk Boulevard (the "PATH"); and

WHEREAS, the Path would be approximately 1.6 miles in length and would be located upon and within the right of way of Old River Road which is under the jurisdictional control of the County (the "ROW"); and

WHEREAS, to help fund the cost of constructing and installing the Path, the Village a grant through the Illinois Transportation Enhancement Program ("ITEP Grant") with Village Section Number 21-00043-00-BT; and

WHEREAS, the County supported the Village's application for the ITEP Grant and would further support and allow the Path to be installed within the ROW; and

WHEREAS, as a part of obtaining the ITEP Grant, the Illinois Department of Transportation ("IDOT") requires that the Village and County enter into a Joint Agreement (AGREEMENT) regarding the jurisdiction and maintenance of the Path; and

WHEREAS, the Parties have reached an accord as to the terms and conditions regarding the jurisdiction and maintenance of the Path upon which the Village will install and maintain the Path on the County's ROW and have memorialized the same herein.

WHEREAS it would be in the public interest to enter into the attached Intergovernmental Agreement with the Village of Rockton for the construction and maintenance of the PATH on that portion of ROW known as Old River Road.

NOW THEREFORE BE IT RESOLVED that the County Board Chairman is authorized to execute on behalf of the County of Winnebago an Intergovernmental Agreement with the Village of Rockton for the construction and maintenance of the PATH on that portion of ROW known as Old River Road, substantially as attached hereto; and

BE IT FURTHER RESOLVED that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; 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 one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE




Dave Tassoni, Chairman



Angela Fellars




Burt Gerl



Dave Kelley, Vice Chairman

Jas Bilich



Jim Webster



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Burt Gerl

Dave Kelley, Vice Chairman

Jas Bilich

Jim Webster

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____,
2021, adopted the above and foregoing Resolution.

Joe Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ROCKTON,
ILLINOIS AND WINNEBAGO COUNTY, ILLINOIS REGARDING CONSTRUCTION
AND MAINTENANCE OF A RECREATIONAL PATH ALONG OLD RIVER ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered into this ____ day of November, 2021 by and between the Village of Rockton, Illinois (hereinafter “Village”) and the County of Winnebago, Illinois, (“the County”) (collectively referred to herein as “the Parties”).

RECITALS:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village desires to have a 10 foot wide recreational path installed along portions of the east side of Old River Road from Stephen Mack Middle School to the Rockton Athletic Complex and terminating at Route 75/Blackhawk Boulevard (the “Path”); and

WHEREAS, the Path would be approximately 1.6 miles in length and would be located upon and within the right of way of Old River Road which is owned by and under the jurisdictional control of the County (the “ROW”); and

WHEREAS, to help fund the cost of constructing and installing the Path, the Village has applied for a grant through the Illinois Transportation Enhancement Program (the “ITEP Grant”) with Section Number 21-00043-00-BT; and

WHEREAS, the County supports the Village’s application for the ITEP Grant and would further support and allow the Path to be installed within the ROW; and

WHEREAS, as a part of obtaining the ITEP Grant, the Illinois Department of Transportation (“IDOT”) requires that the Village and County enter into a Joint Agreement regarding the jurisdiction and maintenance of the Path; and

WHEREAS, the Parties have reached an accord as to the terms and conditions regarding the jurisdiction and maintenance of the Path upon which the Village will install and maintain the Path on the ROW and have memorialized the same herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, or attached hereto and incorporated herein by reference, the Parties agree as follows:

Section 1. Recitals.

The above-recitals are incorporated herein and made a part hereof.

Section 2. County's Obligations.

- A. The County agrees to the Village's implementation, construction and locating of the Path within the Old River Road ROW.
- B. The County shall retain jurisdiction over those portions of the Path which are located within the Old River Road ROW (which Row is under the jurisdiction of the County).
- C. The County shall promptly review the plans for the Path submitted by the Village.

Section 3. Village's Obligations.

- A. The Village shall be solely responsible for the construction and installation of the Path, as well as the total costs and expenses of said construction and installation, including, but not limited to, all labor and materials.
- B. The Village shall submit Plans for the Path to the County for the County's review and approval prior to submittal of the Plans to IDOT; and the Village shall request a joint inspection with the County after completion of construction of the Path to verify the County is satisfied with the Village's restoration of the Old River Road ROW.
- C. After the construction and installation of the Path, the Village shall maintain or cause to be maintained, in a manner satisfactory to the State of Illinois, the Path which is located within the Old River Road ROW.

Section 4. Indemnification.

The Village shall indemnify, hold harmless and defend the County, its officials both elected and appointed, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Village's negligent or willful acts, errors, or omissions in its performance under this Agreement to the extent permitted by the law. The County does not hereby waive any defenses or immunity available with respect to third parties.

The County shall, to the extent allowed by law, indemnify, hold harmless and defend the Village, its officials both elected and appointed, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the County's negligent or willful acts, errors, or omissions in its performance under this Agreement to the extent permitted by the law. The Village does not hereby waive any defenses or immunity available with respect to third parties.

Section 5. Breach of Agreement.

In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing the breaching party, specifying the breach of Agreement in detail. If within fifteen (15) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys' fees associated with any such enforcement effort.

Section 6. Amendments. Written amendments to this Agreement may be proposed by either party and shall become a part of this Agreement upon written acceptance by all parties.

Section 7. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to County shall be sent to the following address:

Winnebago County Engineer Carlos Molina
Winnebago County Highway Department
424 N. Springfield Ave
Rockford, Illinois 61101

With Copy to:

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

Notices to the Village shall be sent to the following address:

Village of Rockton
Attn: Village President
110 E. Main Street
Rockton, IL 61072

With Copy to:

Sosnowski Szeto, LLP
Attn: Aaron N. Szeto
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 8. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Winnebago County, Illinois.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

Section 10. Board Approvals. This Agreement is subject to formal approval by the parties' respective boards.

Section 11. Survival of Provisions. If any of the provisions of this Agreement are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, but the remainder of this instrument and any other application of such provision shall not be affected thereby.

Section 12. Use of Headings. The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

Section 13. Entirety and Binding Effect. This Agreement represents the entirety of the Agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date first written above.

WINNEBAGO COUNTY, ILLINOIS

VILLAGE OF ROCKTON, ILLINOIS

By: _____
Joseph Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

By: _____
John Peterson, Village President

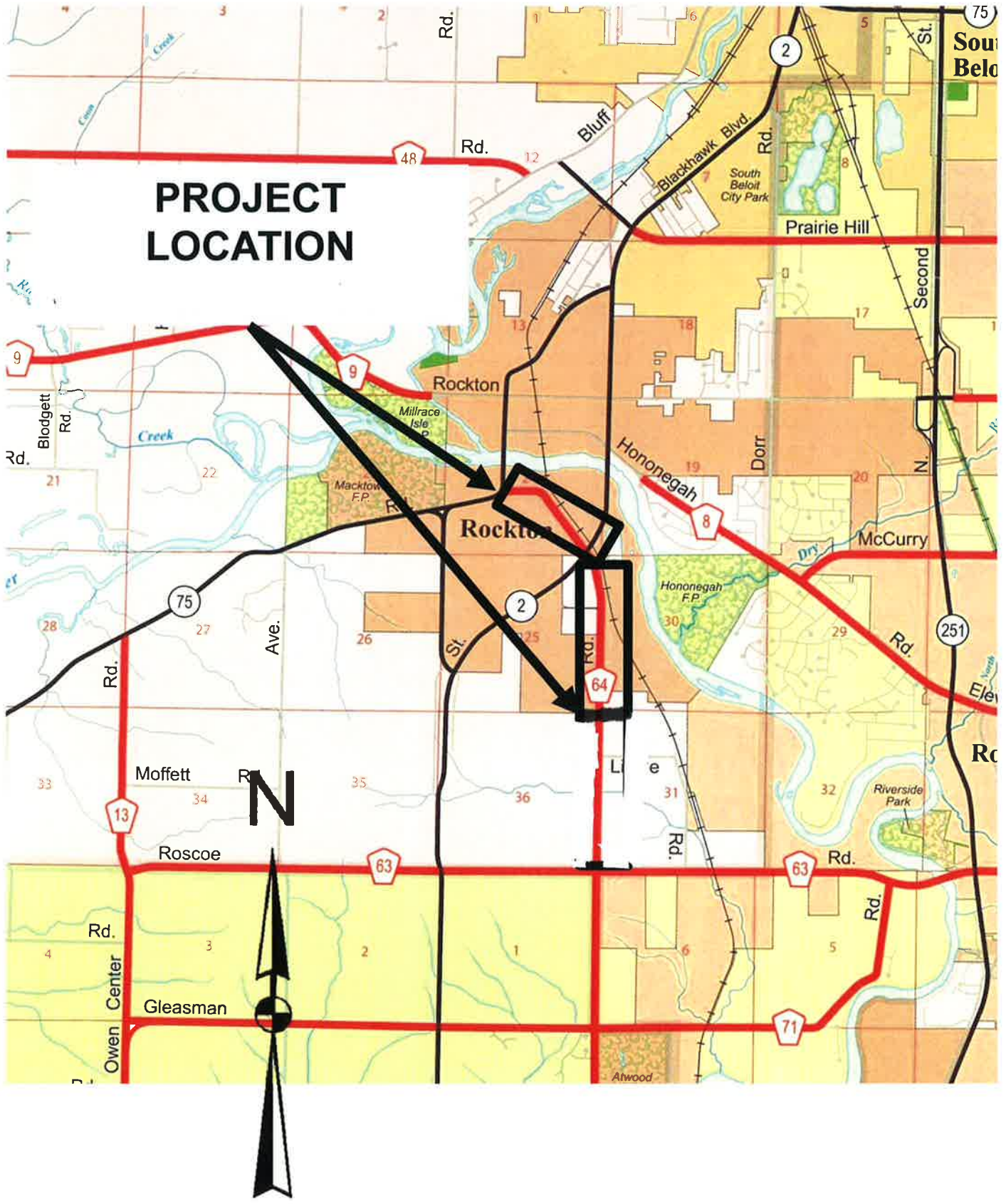
ATTESTED BY:

ATTEST:
VILLAGE CLERK

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

Christina Stewart, Village Clerk

[SEAL]



PROJECT LOCATION

Rockton

N



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: November 16, 2021

Resolution Title: An Ordinance Extending the Established Speed Zone on Rockton Road From IL-251 Eastside Ramp to Love Road

County Code: PWC Resolution #21-040

Board Meeting Date: Tuesday, November 23, 2021

Budget Information:

Was item budgeted?	N/A	Appropriation Amount: \$ 00.00
If not, explain funding source:		
ORG/OBJ/Project Code:	N/A	Budget Impact: \$ 00.00

Background Information:

An ordinance was approved in 2008 to lower the speed to 45 mph on Rockton Road from IL 251 to the entrance to North Pointe. Due to increased traffic, including substantial truck traffic, on that corridor in the area of Willowbrook road and the I-90 interchange, an engineering analysis has been conducted which recommends the 45 mph speed zone be extended easterly past I-90 to Love Road.

Recommendation:

Adoption of this ordinance is recommended to increase safety

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office

Follow-Up:

Proper signs will be posted after adoption by the County Board

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

21-OR

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

**AN ORDINANCE EXTENDING THE ESTABLISHED SPEED ZONE ON
ROCKTON ROAD FROM IL-251 EAST RAMP TO LOVE ROAD**

WHEREAS, Section 11-604 of the Illinois Vehicle Code, 625 ILCS 5/11-604, authorizes the County Board to determine and declare by ordinance a reasonable and safe absolute maximum speed limit on county highways and township roads when it determines that the otherwise applicable maximum speed limit is greater or less than is reasonable and safe with respect to the conditions found to exist at any place or along any part of the highway or street; and

WHEREAS, a 0.5 mile section of Rockton Road from IL-251 east ramp to a point 240 feet west of the North Pointe access, under the Winnebago County jurisdiction, is currently posted at 45 miles per hour (MPH) by an ordinance passed by the County Board in May-2008; and

WHEREAS, a 0.8 mile section of Rockton Road from a point 240 feet west of the North Pointe access easterly to Love Road under Winnebago County's jurisdiction, is currently posted at 55 miles per hour (MPH); and

WHEREAS, the Winnebago County Highway Department has determined by engineering study based on the "Guidelines for establishing speed limits on County and Township Highways" that the reasonable and safe absolute maximum speed for the entire 1.3 mile section of said road is 45 MPH;

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois that the maximum speed limit on Rockton Road from the IL-251 east ramp to Love Road shall be 45 MPH;

BE IT FURTHER ORDAINED, that the Winnebago County Engineer is directed to erect appropriate signs giving notice of the speed limit at the proper locations.

BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption, but the altered speed limits as determined and declared herein shall not become effective until the appropriate signs giving notice of the speed limits are erected.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Ordinance to the Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman



Angela Fellars



Burt Gerl



Dave Kelley, Vice Chairman

Jas Bilich



Jim Webster



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Burt Gerl

Dave Kelley, Vice Chairman

Jas Bilich

Jim Webster

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

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

ATTEST:

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



This map was compiled by WGLD on 11/16/2021. WGLD makes no warranty, either expressed or implied, as to the accuracy, reliability, or timeliness of the information contained in this map. It is intended for informational purposes only. It is not to be used for any other purpose. The user assumes all liability for any use of this map.

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 17, 2021
Resolution Title: RESOLUTION RENEWING SERVICE AGREEMENT WITH TOMMY MEEKS USING PUBLIC SAFETY SALES TAX ALTERNATIVE FUNDING
Board Meeting Date: November 23, 2021
Budget Information:

Was item budgeted? Yes - Public Safety Sales Tax Alternative Funding	Amount: \$12,000
If not, explain funding source: n/a	
ORG/OBJ/Project Code: 40122/43190	Budget Impact: n/a

Background Information: The County proposes to renew funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). TOMMY MEEKS will offer mentoring and job counseling to individuals involved in the justice system in Winnebago County through 13-week groups.

Recommendation: I recommend entering into Agreement with TOMMY MEEKS for services at the Winnebago County Resource Intervention Center.

Contract/Agreement: County will execute agreement with TOMMY MEEKS, see Resolution Exhibit A, which contains a 30-day out clause.

Legal Review: Yes – legal review of agreement was completed and recommendations incorporated.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with agreement(s) executions.

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR ____

**RESOLUTION RENEWING SERVICE AGREEMENT WITH TOMMY MEEKS USING
PUBLIC SAFETY SALES TAX ALTERNATIVE FUNDING**

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate; and

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

WHEREAS, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

WHEREAS, Contractor agrees to provide these services for the County under the terms and conditions as set forth in the Agreement attached hereto as Resolution Exhibit A.

WHEREAS, the with the County Board wishes to engage the Tommy Meeks to provide such services for twelve thousand dollars (\$12,000) to be paid from the FY2022 Alternative Programs budget; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to sign an independent contractor agreement for professional services with Tommy Meeks for services as a Winnebago County Community Liaison, in substantially the same form as contained in Resolution Exhibit A.

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

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

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goal

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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



INDEPENDENT CONTRACTOR AGREEMENT **FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON**

This Agreement is made this day of , 2021, between the **County of Winnebago**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks** (hereinafter referred to as “**Contractor**”).

RECITALS

Whereas, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

Whereas, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

Whereas, the County desires Contractor to provide services described in Section One and reporting of accurate and timely data defined in Exhibit A.

Whereas, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the sufficiency of which both parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

SECTION ONE

DESCRIPTION OF WORK

The services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating four (4), 13-week Wake Up groups for individuals engaged in the justice system in Winnebago County at the request of the Probation Department; and
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.

SECTION TWO

PAYMENT

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor



shall provide the County with a monthly invoice listing all dates and hours worked. Contractor's invoice shall be paid according to the Illinois Local Government Prompt Payment Act. The County will not reimburse for mileage or expenses.

SECTION THREE

RELATIONSHIP OF PARTIES

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Contractor and any of Contractor's employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

SECTION FOUR

TAX AND UNEMPLOYMENT INSURANCE LIABILITY

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

SECTION FIVE

INDEMNIFICATION

The parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying party associated with its performance under this Agreement, or 2) the indemnifying party's failure to perform any of its obligations under this Agreement.

SECTION SIX

DURATION

The term of this Agreement shall be from October 1, 2021 to September 30, 2022. Either party may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. This Agreement will not be automatically renewed.



SECTION SEVEN

WAIVER

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

SECTION EIGHT

VALIDITY AND INTERPRETATION

If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

SECTION NINE

NOTICES

All notices regarding this agreement shall be delivered to the other party at the address set forth above or at such other address as may be designated by a party in writing.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

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

Contractor

By: _____
Joseph V. Chiarelli, Chairman

Tommy Meeks

ATTEST:

Lori Gummow
Winnebago County Clerk

EXHIBIT A
GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

GOAL: To change criminal thinking patterns by understanding history and race relations.		
<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Accept referrals for Wake Up Group to change thinking patterns	# of referrals to group	40
Increased understanding of history and race relations.	# (13-week) groups held	4
Increased engagement	# completing 13-week program	20
Increase job opportunities through employer relationships	# of new partnering companies	4
Increase job opportunities through community partnerships	# of Job Fairs / community events attended	4



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 17, 2021
Resolution Title: RESOLUTION RENEWING SERVICE AGREEMENT WITH ROSECRANCE FOR SERVICES AT THE WINNEBAGO COUNTY JAIL USING PUBLIC SAFETY SALES TAX ALTERNATIVE FUNDING
Board Meeting Date: November 23, 2021
Budget Information:

Was item budgeted?	Yes – Public Safety Sales Tax Alternative Funding	Amount: \$196,295
If not, explain funding source:	n/a	
ORG/OBJ/Project Code:	40122/43190	Budget Impact: n/a

Background Information: The County proposes to renew funding to support preventative and rehabilitative services at the Winnebago County Jail. The Crime Commission has reviewed the application and concurs. ROSECRANCE will provide licensed substance use disorder treatment and assessment services.

Recommendation: I recommended entering into an Agreement with ROSECRANCE for Substance Abuse and Assessment services at the Winnebago County Jail.

Contract/Agreement: County will execute ROSECRANCE agreement (See Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Yes – legal review of agreement was completed and recommendations incorporated.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with agreement execution.

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

Sponsored by: Burt Gerl, Committee Chairman
Submitted by: Public Safety & Judicial Committee

2021 CR

**RESOLUTION RENEWING SERVICE AGREEMENT WITH ROSECRANCE FOR SERVICES AT THE
WINNEBAGO COUNTY JAIL USING PUBLIC SAFETY SALES TAX ALTERNATIVE FUNDING**

WHEREAS, the County of Winnebago recognizes the need for substance use disorder assessment and treatment services in the Winnebago County Jail; and

WHEREAS, Rosecrance, Inc. provides such services and has provided those services to men and women in the Jail for a number of years; and

WHEREAS, the County desires to have Rosecrance continue to provide substance use disorder assessment and treatment services in the Jail for fiscal year 2021, pursuant to the terms of the Agreement attached hereto as Resolution Exhibit A; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with Rosecrance, attached hereto as Resolution Exhibit A, and recommends contracting with Rosecrance under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with Rosecrance, Inc., in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Administrator, and Winnebago County Jail Superintendent.

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goal

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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



RESOLUTION EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND ROSECRANCE, INC.

Jail Alternatives Treatment Program

This Agreement ("Agreement") is effective as of _____, 2021, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and the COUNTY OF WINNEBAGO ("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 use disorder assessments and treatment services in the Winnebago County Jail for men and women who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance use disorder assessments and treatment services to such persons; and

WHEREAS, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and the men and women in need of such services.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Article I. **GENERAL TERMS**

Section 1.01 Term of Agreement

The Agreement shall commence and be binding on the Parties hereto for the period of October 1, 2021 through September 30, 2022.

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.

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 client information.

Section 1.04 Access to Records

Rosecrance agrees to allow the employees of the County access to the records of any client assessed for participation in the Jail Alternatives Treatment Program upon receipt of an appropriate consent and release of information that complies 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.

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 Jail Alternatives Treatment 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 the agreed upon funding levels set forth in Exhibit A, Rosecrance agrees to provide the following services. 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 substance use disorder treatment. . The services to be performed by the Contractor under this Agreement shall include the following and that of Exhibit C.



Section 2.01 Assessments

Rosecrance agrees to provide assessments in the Winnebago County Jail for men and women who are referred by the County or the Court to the Jail Alternatives Treatment Program. Rosecrance will be available to provide up to 20 hours of assessment services per week in the jail for those people referred for an assessment by County staff. If the Rosecrance employee assigned to provide assessments in the Jail is absent from work for more than three business days, Rosecrance will assign another employee to provide assessments in the Jail.

Every person who is referred for an assessment by the County or the Court will receive a clinical assessment to evaluate the individual's treatment and case management needs and to determine their eligibility for further treatment services. Rosecrance will provide written assessment reports to County employees upon request in compliance with Sections 1.03 and 1.04. The written assessment will contain diagnostic impression, the recommended level of substance use disorder treatment, and identification of any medical and psychological concerns.

Section 2.02 Substance Use Disorder Treatment Services

Rosecrance will provide Level 1 outpatient substance use disorder treatment to appropriate clients consisting of two groups: one group for men and one group for women. Each group will meet 3 times per week for a total of 7.5 hours per week. Treatment services will be provided in the Winnebago County Jail according to a schedule mutually agreeable to the parties and will follow the American Society of Addiction Medicine (ASAM) patient placement and continued stay criteria. Clients will be given direct access to further outpatient treatment services at Rosecrance upon release. Rosecrance will utilize ASAM criteria and its professional judgment to determine the appropriate services and treatment plan for each individual program participant in consultation with the County and its representatives.

Section 2.03 Program Oversight

Rosecrance will provide program oversight by a Program Director to oversee services and employees and to provide monthly supervision, weekly case staffing, treatment plan review, scheduling and assessment management, and utilization reporting.

Program review meetings involving the Program Director and staff from the Winnebago County Jail are anticipated to occur on a monthly basis during the term of this Agreement. The purpose of these meetings is to assess all services provided and seek out new programmatic ways to improve upon the efficient delivery of services. The Program Director will participate in these program review meetings, create a meeting schedule, and facilitate these meetings. Other agencies may be asked to participate in these program review meetings.



Section 2.04 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. Rosecrance will invoice for actual costs not to exceed the annual budgeted amount. All rates set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.

Section 3.02 Compensation for Assessment Services

Corresponding with those services set forth in Section 2.01, County agrees to pay 50% of the salary for a licensed or certified clinical assessor employed by Rosecrance as shown on the budget incorporated as Exhibit A. The County also agrees to pay fringe benefits at the percentage and rate as shown on the budget incorporated as Exhibit A. This amount is intended to pay for non-billable services provided by the assessor.

Section 3.03 Compensation for Substance Use Disorder Treatment Services

Corresponding with those services set forth in Section 2.02, County will pay Rosecrance for the Level 1 outpatient substance use disorder treatment services according to the fee schedule established by the Illinois Department of Human Services, Division of Substance Use Prevention and Recovery (SUPR) in effect at the time the services are provided. A copy of the current SUPR rates in effect as of the date of this Agreement are attached as Exhibit B. Level 1 services will be billed on a fee-for-service basis according to the number of clients in each group and based on the number of units of service delivered. County agrees to pay Rosecrance for each unit of service delivered to clients in the Jail Alternatives Treatment Program.



Section 3.04 Compensation for Program Oversight

Corresponding with those services set forth in Section 2.03, County agrees to pay 10% of the salary for the Program Director employed by Rosecrance as shown on the budget incorporated as Exhibit A. The County also agrees to pay fringe benefits at the percentage and rate shown on the budget incorporated as Exhibit A.

Section 3.05 Indirect Costs

County agrees to pay Rosecrance for indirect costs in addition to payment for all services listed above that will compensate Rosecrance for all other direct and indirect expenses associated with the provision of services under this Agreement. County agrees to pay Rosecrance for its indirect costs at Rosecrance's current federally approved indirect cost rate, calculated as a percentage of the actual monthly subtotal for services rendered during the term of this Agreement. Should Rosecrance's federally approved indirect cost rate change during the Term of this Agreement, the parties will cooperate to seek a budget amendment. Should the budget amendment not be approved, Rosecrance agrees to reimbursement for its indirect costs at the federally approved rate in effect on the first day of the Term of this Agreement.

Section 3.06 Reporting and Invoices

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10th day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03 and 1.04, supporting documentation to be included with invoices includes timesheets, documentation of personnel costs, itemized lists of completed assessments, name of County, Court, or Jail staff person requesting the assessment or service, and sign-in sheets for group attendance. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq*). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Additionally, Rosecrance agrees to provide relevant data by submitting a monthly jail services report as well as performance metrics as outlined in Exhibit C to include summary narrative on a quarterly basis. Rosecrance agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Data Report, Periodic Financial Report	April 15th
April - June	Data Report, Periodic Financial Report	July 15th
July - September	Data Report, Periodic Financial Report	October 15th
October - December	Data Report, Periodic Financial Report	January 15th

Note: If a due date falls on a weekend, report is due on the preceding Friday



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 a period of twelve (12) months thereafter, neither party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

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 County of Winnebago, 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 Notices

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County
Attn: County Administrator
404 Elm Street
Suite 500
Rockford, IL 61101

Notices to Rosecrance shall be sent to the following address:

Rosecrance, Inc.
Attn: David Gomel, President
1021 North Mulford Road
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 4.07 Assignment

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between Rosecrance and the County shall be effective as of the date indicated in the first sentence of this Agreement.

WINNEBAGO COUNTY, ILLINOIS

ROSECRANCE, INC., an Illinois not for profit corporation

By: _____
Name: Joseph V. Chiarelli
Title: Winnebago County Board Chairman

By: _____
Name: David Gomel
Title: President



Budget Summary

Winnebago County Jail Alternatives Treatment Program FY21 Grant		
Personnel:		
	Program Director (10%)	9,550.34
	Assessor (50%)	27,992.39
Fringe Benefits:		
	Program Director (30%)	2,865.10
	Assessor (30%)	8,397.72
Fee-for-Service:		
	Non-reimbursable Services and Uninsured costs	106,835.90
Indirect Costs:		
	Federal Indirect Cost Rate (.2612%)	40,653.55
Total		196,295.00

EXHIBIT A



WINNEBAGO COUNTY

— ILLINOIS —

Public Safety Sales Tax Alternative Funding Budget Detail Worksheet and Narrative

A. Personnel / Salary— 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. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
TOTAL SALARY		

SALARY NARRATIVE:

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

[illegible]

FRINGE NARRATIVE:

[illegible]

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				

TRAVEL NARATIVE:

D. Supplies

Supply Item	Computation	Cost
TOTAL SUPPLIES		

SUPPLY NARRATIVE:

--

E. Other Costs

Item	Computation	Cost
	TOTAL OTHER	

OTHER COSTS NARRATIVE:

--

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
TOTAL PROJECT COSTS	

Exhibit B - SUPR Reimbursement Rates

FY 2021 REIMBURSEMENT RATES

The rates established to reimburse or calculate earnings represent what the Department has determined it will pay for each service. However, the applicable rate may not always cover the actual cost of the service. When this occurs, it is expected that organizations can demonstrate how the remainder of the cost will be collected to ensure fiscal solvency. Additionally, organizations who serve patients who are not contract eligible, cannot charge such patients **LESS than the Department uniform or negotiated rate for that service.**

Covered Services and Reimbursement rates for FY 2021 are as follows:

Service	Minimum Unit of Service	Code	Rate
Admission and Discharge Assessment	Quarter Hour	AAS	\$70.36 – Per Hour \$17.59 – Per Quarter Hour
Level 1 (Individual)	Quarter Hour	OP	\$66.92 – Per Hour \$16.73 – Per Quarter Hour
Level 1 (Group)	Quarter Hour	OP	\$25.36 – Per Hour \$ 6.34 – Per Quarter Hour
Level 2 (Individual)	Quarter Hour	OR	\$66.92 – Per Hour \$16.73 – Per Quarter Hour
Level 2 (Group)	Quarter Hour	OR	\$25.36 – Per Hour \$ 6.34 – Per Quarter Hour
Level 3.1	Daily	HH	\$71.97 – Daily
Level 3.2 or 3.7 (Withdrawal Management)	Daily	DX	Daily Provider/Site Specific
Level 3.5	Daily	RR	Daily Provider/Site Specific
Recovery Home - Adult	Daily	RH	\$55.92
Recovery Home - Adolescent	Daily	RH	\$141.99 – Daily
Case Management	Quarter Hour	CM	\$51.84 – Per Hour \$12.96 – Per Quarter Hour
Psychiatric Evaluation	Per Encounter/Per Day		\$87.60 – Per Encounter/Per Day
Medication Assisted Recovery (Methadone for Opioid Use Disorder)	Weekly	OP	\$75.40 – Weekly
Early Intervention (Individual)	Quarter Hour	EI	\$66.92 – Per Hour \$16.73 – Per Quarter Hour
Early Intervention (Group)	Quarter Hour	EI	\$25.36 – Per Hour \$ 6.34 – Per Quarter Hour
Community Intervention	Quarter Hour	CIH	\$50.60 – Per Hour \$12.65 – Per Quarter Hour
Child Domiciliary Support	Daily	CRD	\$54.06 – Daily
Toxicology	Per Test	TOX	\$10.10 – Per Test



WINNEBAGO COUNTY

— ILLINOIS —

EXHIBIT C

One of the goals of the Winnebago County 1% Safety Tax Fund is to financially support organizations which, in the opinion of the Winnebago County Board and its Administration, seek to reduce violent crime and are consistent with the intended use of the Sales Tax Fund when other funds, public or private, are not available.

Submit applications to: Winnebago County Board Office, 404 Elm Street, #533, Rockford, IL 61101 or mdokken@wincoil.us by July 8, 2021, 5:00 p.m. Central.

Organization Name: Rosecrance

IRS Tax ID No: 36-2235167

Amount requested: \$196,295

I. ORGANIZATION BACKGROUND

a) Brief description of organization history and purpose

Rosecrance has served as an industry leader in behavioral health, and has provided quality service to northern and central Illinois communities for over 100 years. Our standard of excellence for treatment involves a multidisciplinary approach to addiction treatment that draws on the expertise and experience of our medical and psychiatric staff, as well as licensed and certified masters prepared clinicians. Rosecrance offers a comprehensive spectrum of behavioral health services that include residential, outpatient and detox services for the treatment of substance abuse disorders as well as community based mental health services for Men, Women Youth and adults. Rosecrance has specialized in the treatment those involved in the criminal justice system since 1994, and are currently partnered with Winnebago, Boone, McHenry and Champagne counties to provide services to those involved with their probation departments including Drug Court, Mental Health Court, Youth Recovery Court, and family Recovery court. Rosecrance has also been contracted to provide residential and outpatient services to the Illinois Department of corrections parolees since 1999

b) Describe history managing grants and/or other funding

Rosecrance has managed multiple local, state and federal grants over our 100 year history. Currently we receive grants through Illinois SUPR and the State Opioid Response initiative, as well as grants through Winnebago, and Boone Counties for in jail services and specialty court programs. We also receive grant funding through Illinois Department of Human Services and are paneled with multiple insurance companies

- c) **Present sources of funding, both organizationally and for the program in which you are seeking funding.**

Rosecrance receives funding through multiple avenues both public and private. We also contract through Medicaid and Managed Medicaid, and multiple private insurance companies. We have been contracted with the county over the last 10 plus years to provide services in the Winnebago County jail through the Winnebago County 1% sales tax

- d) **If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2022?**

Yes

No

Not Applicable

II. **SERVICE, PROGRAM, or PROJECT OVERVIEW**

- a) **Provide overview of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.**

Rosecrance has provided SUPR Licensed level 1 services to detainees in the Winnebago County Jail for over 10 years. Those services include 7.5 hours of group treatment in both the men's and woman's jails. Rosecrance would use a comprehensive multidimensional assessment tool to determine a diagnosis and treatment recommendations. We employ the use of evidence based best practices, utilizing cognitive behavioral and brief intervention therapies, combined with a trauma informed approach to assist clients in the development of a healthy prosocial sober lifestyle. We provide clients with substance use education, relapse prevention skills, 12 step support education and orientation, as well as strategies to address criminal behavior and thinking. Upon their release from the jail they are seamlessly transitioned to our community based outpatient programs for continued substance use disorder treatment. We obtain referrals to the program through court orders, probation, attorneys as well as self-referrals.

The benefits of this program has been the ability to connect with those incarcerated individuals at a point where they are most motivated for change in their lives. By initiating treatment services while they are incarcerated we are able to more easily engage them at a time where they are most receptive to the idea of a recovery lifestyle. This time allows the clients to critically evaluate their lifestyle choices, explore the health of their family and social relationships obtain education on the disease of addiction, relapse, cognitive processes, and the 12 step model of recovery and identify their relapse triggers and how to manage them effectively once they leave jail. Upon release from jail the clients are already enrolled in Rosecrance services and can seamlessly transition to our wide spectrum community based services with no delay.

b) Describe current and projected project/program partnerships.

This program has worked closely with the Winnebago County Specialty Courts as well as the Winnebago County probation and pretrial, The States attorneys and public defender's office to help their client's gain strong footing in a recovery lifestyle prior to their return to the community. Rosecrance also works with the Illinois State Opiate Response initiative to engage those client in jail who have an opiate or stimulant use disorder to inform and enroll those interested in our Medication Assisted Treatment program that allows them to initiate needed medication while in the jail

III. PROGRAM PROCESSES

a) Describe referral, intake and assessment process; include description of evidence-based practices used.

Referrals are made to the program through court orders from the 17th judicial circuit, from Winnebago County probation officers, attorneys and through detainees submitting a request ticket to the jail. Once the referral is received a 1/2 time assessor, funded through the 1% contract, goes into the jail and completes a multidisciplinary substance use disorder assessment according to requirements of Illinois SUPR 2060 licensure requirements. We also complete a Rosecrance Suicide Risk assessment at the time of assessment and throughout treatment as needed. The diagnosis and recommendations are subsequently reviewed by our medical director for appropriateness and approval. A treatment plan is then developed and reviewed regularly as licensure requires. At client intake and at periods throughout treatment and post treatment we also complete the Brief Addiction Monitor (BAM) and the Patient Health Questionnaire (PHQ9) tools to assess outcomes on an ongoing basis. Throughout treatment the client is continually assessed for progress and needs through regularly scheduled continued stay reviews as mandated by SUPR 2060 licensure requirements.

b) Describe treatment, counseling, and case management. Be specific.

Treatment consists of SUPR Licensed level 1 group treatment that includes 2.5 hours of group 3 times per week. Group incorporates the use of cognitive behavioral therapy, substance use education, orientation to medication assisted therapies, relapse prevention and orientation to the 12 steps and 12 step work. Cognitive behavioral therapy focuses on the clients irresponsible thought patterns and helps them explore alternatives to their destructive thought patterns and assist them in making that change. Clients work to identify those triggers that will jeopardize their recovery once they return to the community and develop plans to manage those triggers while they work to build and strengthen their recovery program and healthy lifestyle. Case management occurs through regular, ongoing communication with their probation officer and attorney as well as through active participation in the specialty court processes. The funded counselors who works with those clients in the jail will be their counselor upon their return to the community allowing for a rapport to be developed without worry that it will be broken once the detainee is released, and will continue in our community based programming.

The staff that work in the Jail also have their offices in the RIC center where they are able to provide regular communication with the probation staff in person as well as through their ability to document client activity in the counties Full Court Enterprise system.

Rosecrance uses resources through the State Opiate Response (SOR) grant to provide education and medication assisted therapies to those inmates with a history of opiate and stimulant abuse. We are able work with the courts to furlough inmates to come to Rosecrance and start an appropriate medication prior to their release from jail where they are at most risk of overdose.

c) Describe staff roles; include education, training, and licensure requirements.

Two staff work in the jail for part of their day to provide 7.5 hours of group in the men's jail and 7.5 hours in the woman's jail each week. Funding from the grant pays for the treatment services provided in the jail as there is no alternative funding available for substance use disorder treatment for Winnebago County Jail inmates. Those two staff then run a combined Level 2 IOP (12 hours per week) group at the RIC center for those clients who are released from jail to allow for a seamless transition to community based treatment. The group at the RIC center does not use County 1% tax funding, but rather the client's services are paid for by Illinois SUPR, Medicaid or another third party payer. The counselors are masters prepared clinicians and licensed CADC or actively pursuing these credentials under the requirements of SUPR 2060 licensure. This contract also pays for a 1/2 time assessor to complete assessments in accordance with SUPR 2060 requirements in the Winnebago County Jail. Those assessed are then placed in the appropriate jail group or if released from Jail are placed in the appropriate community based group. These assessments are completed at the request of court order, probation, or attorney referral or through inmate self-referral. This position is staffed by a CADC licensed clinician. This position is funded at 1/2 their salary through the County 1% tax.

d) Describe program oversight and accountability.

The key performance indicators (KPI) for this program are tracked weekly, monthly and annually through supervision, annual evaluations and client satisfaction surveys. the KPI's that are tracked are average daily attendance for the groups, the percentage of client attendance at the groups, individual group member attendance, types of discharge and length of stay and counselor daily productivity, Client records are regularly reviewed to insure quality of service and adherence to regulatory standards. Monthly, Rosecrance submits an invoice to the county for the group and individual services provided and are linked directly to client documentation and sign in sheets, and are open to audit. In the past Rosecrance would complete a monthly jail services report to the county showing number of inmates served and services provided. This was stopped after changes were made within the county. Rosecrance would be more than happy to once again provide these reports to the county designee.

e) If program will use volunteers, describe volunteer roles and if applicable, how they will be trained.

No volunteers will be used

f) If program provides direct services, are background checks performed on staff and volunteers?

Yes

No

Not Applicable

If no or not applicable, please explain:

--

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

GOAL:		
<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Assess 100% of all in custody referrals for Substance Abuse Treatment	Number of assessments completed in the jail monthly	400 assessments Annually
Implement outcome measures to monitor client progress in recovery using the Brief Addiction Monitor (BAM)	Measure clients perceived recovery improvement from admission through treatment.	70% of clients show improvement
Transition 70% of participants to community based treatment upon release	Number of participants released that attend their first community based appointment	91

Have 90% attendance for participants in the jail based groups	The percentage of participants who attend group daily	90%
Offer group for both men and women 3 times per week for 7.5 hours	The number of groups offered monthly in the jail	26 groups per month
Connection to Medication Assisted Therapies	The monthly number of those diagnosed with opiate and stimulant use disorder linked to Medication Assisted Therapies prior to leaving the jail.	80% of those assessed with the appropriate diagnosis

V. PROJECTED BUDGET

Please complete attached budget template, including full budget narrative, using program dates 10/01/2021 – 09/30/2022.

Contact Information: Please complete this table.

Name:	Carlene Cardosi
Title:	Regional President, Rosecrance Inc.
Street Address:	1021 North Mulford Rd.
City, State, Zip:	Rockford Illinois, 61107
Phone:	888-928-0212
Email:	ccardosi@rosecrance.org



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 17, 2021
Resolution Title: RESOLUTION RENEWING SERVICE AGREEMENT WITH REMEDIES FOR SERVICES AT THE RESOURCE INTERVENTION CENTER USING PUBLIC SAFETY SALES TAX ALTERNATIVE FUNDING
Board Meeting Date: November 23, 2021
Budget Information:

Was item budgeted? Yes – Public Safety Sales Tax Alternative Fund	Amount: \$139,286
If not, explain funding source: n/a	
ORG/OBJ/Project Code: 40122/43190	Budget Impact: n/a

Background Information: The County proposes to renew funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). The Crime Commission has reviewed the application and concurs. REMEDIES will provide licensed substance use disorder treatment, and partner abuse intervention programming services.

Recommendation: I recommended entering into agreement with Remedies for Substance Abuse and Partner Abuse Intervention at the Winnebago County Resource Intervention Center.

Contract/Agreement: County will execute REMEDIES agreement (See Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Yes – legal review of agreement was completed and recommendations incorporated.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with agreement execution.

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

Sponsored by: Burt Gerl, Committee Chairman
Submitted by: Public Safety & Judicial Committee

2022 CR

**RESOLUTION RENEWING SERVICE AGREEMENT WITH REMEDIES FOR SERVICES AT THE
RESOURCE INTERVENTION CENTER USING PUBLIC SAFETY SALES TAX ALTERNATIVE FUNDING**

WHEREAS, the County of Winnebago, Illinois and the 17th Judicial Circuit Court wish to engage the services of Remedies to provide substance use disorder treatment services for the Resource Intervention Center Program (RIC); and

WHEREAS, Remedies wishes to provide such services for the County and the 17th Judicial Circuit Court; and

WHEREAS, the County, the 17th Judicial Circuit Court and Remedies have negotiated an agreement for services, the content of which is contained in the Agreement attached hereto as Resolution Exhibit A; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed Agreement with Remedies, attached hereto as Resolution Exhibit A, and recommends contracting with Remedies under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with Remedies Renewing Lives, Inc., in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Administrator, Chief Judge of the 17th Judicial Circuit Court, and the Executive Director of Remedies.

Respectfully submitted,

**PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker

Aaron Booker

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goal

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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



**AGREEMENT
BETWEEN COUNTY OF WINNEBAGO, THE 17th JUDICIAL CIRCUIT COURT, AND REMEDIES
RENEWING LIVES, INC.**

The parties to this Agreement are County of Winnebago (hereinafter "County"), the 17th Judicial Circuit Court (hereinafter "COURT") and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter "REMEDIES").

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed substance use disorder treatment, partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services; and

WHEREAS, REMEDIES is a professional, licensed organization that provides substance use disorder treatment services to chemically dependent persons and is a state of Illinois Partner Abuse Intervention Program (PAIP) Protocol approved site to provide PAIP services; and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendants/clients.

NOW, THEREFORE, the Parties agree as follows:

I. General Terms

A. Term of Agreement

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2021 and ending on September 20, 2022.

B. Termination Upon Notice

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving thirty (30) days written notice to COURT and COUNTY. COUNTY may terminate this Agreement at will by giving thirty (30) days written notice to REMEDIES and COURT.

C. Confidentiality

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendants/clients identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

D. Warrant of Authority

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

E. Indemnification

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the COURT or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

Remedies shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

F. Consultation and Reporting

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meetings to review the services provided to the COURT's Resource Intervention Center Program (RIC).

REMEDIES agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibit D. REMEDIES agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the COURT and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures	January 15th

Note: If a due date falls on a weekend, report is due on the preceding Friday

II. Scope of Services

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's RIC, as appropriate for client service needs pertaining to substance use disorders and domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes. The services to be performed by REMEDIES under this Agreement shall include the following and that of Exhibits A and B.

A. Intake Process and Assessments

REMEDIES agrees to complete a substance use disorder treatment services intake and assessment which includes but is not limited to diagnostic criteria and impression, past and current mental health concerns as well as physical health, nutrition and gambling disorder screenings.

As part of the intake process for any domestic violence PAIP referral, REMEDIES will incorporate the Ontario Domestic Assault Risk Assessment (ODARA), a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services; Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/jcar/admincode/089/089005010B00900R.html>.

Substance use disorder staff complete a thorough intake with each individual that addresses each component of the American Society of Addiction (ASAM) Patient Placement Criteria. REMEDIES also utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model).

Upon assessment for both substance use disorder treatment and PAIP services, completion of the results will be scanned and attached to the file in the FCE case management system within seventy-two (72) hours.

B. Treatment - Substance Abuse

REMEDIES agrees to administer and staff a program of substance use disorder treatment services for defendants/clients referred by the COURT. The program of substance use disorder treatment services will include outpatient services consisting of one (1) to three (3) sessions per week for two (2) hours each for up to six (6) months or as clinically justified utilizing the ASAM Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services. Family sessions will be offered to the defendant/client as appropriate.

C. PAIP - Domestic Violence

REMEDIES agrees to provide up to three PAIP groups per week. PAIP services will be facilitated to participants for a minimum of twenty-six (26) weeks, meeting once per week for two (2) hour sessions. The following schedule shall initially apply. The same may be modified from time to time with reasonable notice provided.

Tuesdays	9:00 am-11:00 am
Thursdays	1:15 pm-3:15 pm
Fridays	2:00 pm-4:00 pm

The number of participants in each group will not exceed fifteen (15) persons. The PAIP will incorporate an education based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II (A). REMEDIES will utilize the Change Curriculum for Men, a cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

D. General Staffing

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (1) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group. Two (2) substance use disorder treatment counselors are co-located at the RIC will be available during the hours of RIC operation.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services- Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have at minimum a bachelor's degree education and have passed a background clearance conducted by COURT.

III. Costs and Billing for Services

REMEDIES shall be compensated in the amount of \$11,607.16 per month for those services performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a twelve (12) month period shall not exceed \$139,286.00. REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates. A budget agreed to by the COUNTY, COURT and REMEDIES detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit C. Should this Agreement or any continuation thereof terminate on a date other than the last day of a month, REMEDIES shall be entitled to a prorated amount of the stated monthly amount of \$11,607.16.

IV. Office Support and Payment for Services

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

V. Entire Agreement

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

VI. Governing Law

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

Dated: _____, 2021

County of Winnebago

By: _____

**Joseph V. Chiarelli, in his capacity as
Chairman of Winnebago County**

Dated: _____, 2021

The 17th Judicial Circuit Court

By: _____

**Eugene Doherty, in his capacity as
Chief Judge of the 17th Judicial Circuit Court**

Dated: _____, 2021

Remedies Renewing Lives, Inc.
An Illinois not-for-profit corporation

By: _____

**Gary Halbach, in his capacity as
President and CEO**



WINNEBAGO COUNTY

ILLINOIS

EXHIBIT A

One of the goals of the Winnebago County 1% Safety Tax Fund is to financially support organizations which, in the opinion of the Winnebago County Board and its Administration, seek to reduce violent crime and are consistent with the intended use of the Sales Tax Fund when other funds, public or private, are not available.

Submit applications to: Winnebago County Board Office, 404 Elm Street, #533, Rockford, IL 61101 or mdokken@wincoil.us by July 8, 2021, 5:00 p.m. Central.

Organization Name: Remedies Renewing Lives

IRS Tax ID No: 36-2464898

Amount requested: See Total Amount for Agency

I. ORGANIZATION BACKGROUND

a) Brief description of organization history and purpose

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.

b) Describe history managing grants and/or other funding

Remedies Renewing Lives has a long history of grants management and has been a recipient to numerous grants related to victim/survivor services. Our awards include the Illinois Department of Human Services (IDHS) Domestic Violence Prevention and Intervention (DVP/VI) grant which we have received for decades, IDHS State Emergency Solutions Grant (ESG) funding which we have received for over a decade, Illinois Coalition Against Domestic Violence (ICADV) Victims of Crime Act (VOCA) and Violence Against Women Act (VAWA) funding which we have also received for several decades, Illinois Criminal Justice Information Authority (ICJIA) VOCA Transitional Housing funding since 2018, ICJIA VOCA Multi-Victimization since 2020, Federal Emergency Management Agency (FEMA) grant for over a decade and have been sub-recipients to Winnebago County, Illinois grants from the U.S. Department of Justice, Office on Violence Against Women (OVW) Domestic Violence Homicide Prevention Initiative, Improving Criminal Justice Response as well as Justice for Families projects. Most recently, we became a sub-recipient to Prairie State Legal Services OVW Legal Assistance for Victims grant and we have a pending project with OVW for additional transitional housing services. Additionally, the agency has a history in receiving local foundation grants from organizations such as the Community Foundation of Northern Illinois, The Kjellstrom Foundation and The Mill Foundation, to name just a few and our victim services was just awarded a grant from the Winnebago County Community Mental Health Board. Specific to our PAIP services, we have been awarded a grant from IDHS to increase our PAIP services in FY22 so that we can serve a greater number of persons in the community with an emphasis on serving those parents who are both justice and child-welfare involved. Our DHS FY22 PAIP programming will be facilitated at 215 Easton Parkway, Rockford, IL 61108 and will be utilizing the curriculum outlined in this proposal.

c) Present sources of funding, both organizationally and for the program in which you are seeking funding.

Remedies Renewing Lives has been providing PAIP services at the RIC since 2008. The 1% Safety Tax funding helps to support in-part the services provided by our PAIP Coordinator and PAIP group Co-Facilitators. As mentioned above, our agency recently became a recipient of a grant from IDHS to provide PAIP services however this programming is in addition to the services that are provided at the RIC and therefore will not be supporting the RIC programming. Also noted above is Remedies Renewing Lives extensive history of receiving grants at the local, state and federal level which continues into FY22 however the majority of that funding is specific to victim/survivor services and therefore cannot be utilized to support PAIP services. As a result, Remedies Renewing Lives invests its own dollars into the PAIP program at the RIC so that we can assist in meeting a community need.

Chairman's Office of Criminal Justice Initiatives | 404 Elm Street, Suite 533, Rockford, IL 61101 | www.wincoil.us

Phone: (815) 319- 4059 | Email: mdokken@wincoil.us

d) If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2022?

☐ Yes

☐ No

☐ Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a) Provide overview of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Remedies Renewing Lives partner abuse intervention program services are specific to serving men who use violence against their intimate partner in heterosexual relationships. Participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. Program participants must attend at least 26 weeks of group programming and actively participate and acknowledge their abusive behavior against their intimate partner. Remedies Renewing Lives PAIP services are grounded in the concepts of the Duluth Model which emphasize that intimate partner violence is a pattern of coercive control and a belief of entitlement by the person who uses violence, offers change opportunities through educational groups for those who are justice involved and/or seeking change on their own, and supports a community-wide response to increasing victim/survivor safety (www.theduluthmodel.org). Although explained further below, our agency utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. The Change curriculum is specifically designed to focus on "prevention, intervention and change of irresponsible behavior" with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework.

While the Change curriculum has many more components than what can be provided for space in this application, the most important point is how we connect the curriculum in our quest to improve safety in the lives of victims/survivors thereby helping to reduce crimes related to domestic violence in our community. It should not be forgotten the context of which survivors are living is a state of fear and repression based on threats and/or use of violence to maintain continuous control. Survivors often put themselves in harm's way to deflect violence against their children, work multiple jobs to avoid eviction or the shut off of utilities, relocate their families to unknown places so that they no longer have to live in fear, participate in the civil and criminal justice processes which can range anywhere from being a petitioner to an emergency order of protection or as a parent involved in abuse and neglect court. To that end, the Change curriculum speaks to these needs by demonstrating that patterns of abusive behavior are on a continuum which can increase in severity or impact over time. It allows co-facilitators to address power and control tactics by people who use violence that address all the pieces of the Power and Control Wheel that is so often identified by the victims/survivors Remedies Renewing Lives serves. For instance, when thinking about the MTP Control Through Power, co-facilitators can address circumstances in which the offender may use coercion and threats like making or carrying out threats to control their partner, using intimidation through looks or gestures and/or controlling what the survivor does or whom they seek or talk to. Likewise, the MTP of Specialness speaks to the entitlement piece by people who use violence. Treating the survivor like a servant, making all the big decisions, not allowing the survivor to work, or giving the survivor an allowance are all examples of male privilege and a maladaptive thinking pattern. Using the Choice curriculum over the span of 26 weeks offers many opportunities for PAIP staff to address the change process, accountability, past patterns, irresponsible excitement, expectations, highlighting the moral and legal consequences of intimate partner violence.

With the 1% Safety Tax funding, Remedies Renewing Lives employs one (1) FTE PAIP Coordinator who completes an intake and assessment of need with each offender referred by the courts, co-facilitates three (3) weekly groups, checks-in with each offender at the 10-to-12-week group mark and completes a final interview with each offender prior to the formal conclusion of PAIP services. The funding from the 1% Safety Tax also supports a PAIP Co-facilitator (.15FTE) for each group. Our PAIP groups are facilitated at the RIC on Tuesdays from 9AM to 11:00 AM, Thursdays from 1:15 PM to 3:15 PM and Fridays from 2:00 PM to 4:00 PM. Our PAIP intakes and assessments completed by the PAIP Coordinator are conducted during business hours with information uploaded into FCE accordingly and on-going contact with the Winnebago County Adult Probation Department.

Demographics for FY21 (7/1/20-6/30/21)

Caucasian or White: 40
Black or African American: 77
Hispanic: 6
Ages 18-29: 44
Ages 30-39: 44
Ages 40-49: 34
Ages 50-59: 12
Ages 60-69: 5
Ages 70+: 0

Demographics for FY20 (7/1/19-6/30/20)

Caucasian or White: 24
Black or African American: 69
Hispanic: 3
Native American: 2
BI-Racial: 4
Unknown: 1
Ages 18-29: 35
Ages 30-39: 41
Ages 40-49: 13
Ages 50-59: 10
Ages 60-69: 4
Ages 70+: 0

b) Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in tandem but not for our local criminal justice system. We meet bi-monthly with the 17th Judicial Circuit Court of Winnebago County, Illinois, Winnebago County Adult Probation Department Domestic Violence Unit and other PAIP providers to ensure all agencies are adhering to court and Protocol standards. Remedies Renewing Lives also meets separately with the Winnebago County Adult Probation Department Domestic Violence Unit to talk about specific needs and strategies to ensure we are adhering to the highest level of services.

III. PROGRAM PROCESSES

a) Describe referral, intake and assessment process; include description of evidence-based practices used.

Upon receipt of a referral from Winnebago County Adult Probation, Remedies Renewing Lives PAIP Coordinator schedules a screening/assessment appointment with the offender which is held in-person, on-site at the RIC and in the PAIP Coordinator's office. As part of the overall assessment, a Remedies Renewing Lives PAIP intake is conducted. The intake form includes contact information, demographics, employment, income or benefits, highest education level and military status or experience, current marital status, current intimate relationship status and if the intimate partner is aware of the order to PAIP, contact information for the victim of intimate partner violence, status of relationship with the victim, whether or not the parties were living together at the time of arrest or conviction, specifics of the probation order regarding contact with the victim, order of protection history, arrest and conviction history for domestic violence related crimes and non-domestic violence related crimes; number of times the offender has used violence without any law enforcement contact; information specific to children between the offender and victim and if the offender has children with other intimate partners; substance use and alcohol use history including if it was a component to the conviction or previous acts of violence; history of threats of death by suicide, access to weapons, history of counseling including any mental health concerns or prescription use; previous use of PAIP services at Remedies Renewing Lives or other provider; current and historical child welfare involvement; and use of violence against animals or pets. The intake form also includes questions specific to if the offender is afraid of their victim themselves and if they think the victim is afraid of them. It is not very often that an offender is not screened in for PAIP services. Exceptions to that may be if the offender is in a non-heterosexual relationship with their victim or if the offender has been identified as a victim of domestic violence themselves. Since the use of intimate partner violence is a gender-based issue and because Remedies Renewing Lives PAIP services are specific to men, it is rare to encounter a victim of domestic violence program however when it does occur the PAIP Coordinator refers the victim to our agency's survivor services. It should be noted that our domestic violence victim services never deny someone solely based on gender nor sexual orientation, race, national origin, and familial status, disability, and legal status, number of children, age or religion. In addition to completing the intake form, Remedies Renewing Lives PAIP Coordinator also completes the Ontario Domestic Assault Risk Assessment (ODARA). Although not intended to measure an individual victim's safety, the ODARA can assist in identifying risks of future violence against an intimate partner, risk of re-arrest and likelihood to re-appear in court. To complete the ODARA, our PAIP Coordinator gathers information from the offender during the intake process, the offender's identified probation officer and what has been uploaded into Winnebago County's court record data base system known as Full Court Enterprise (FCE). Depending upon line of inquiry, the PAIP Coordinator can locate the offender's criminal history along with the most recent arresting incident probable cause statement and sometimes the victim's statement to law enforcement. Upon gathering as much information as possible, the PAIP Coordinator scores the ODARA responses and uploads the document into FCE that includes a specific drop-down menu for ODARA score. The score then helps guide the probation officer and the PAIP Coordinator in determining future risk of harm by the offender to their intimate partner relationships and likelihood of appearing in court. Besides completing the intake and ODARA, the Remedies Renewing Lives PAIP Coordinator also addresses confidentiality with the offender. The obligation by providers to protect confidential information of PAIP participants is under the Illinois Administrative Code for Mental Health and Mental Health and Developmental Disabilities Confidentiality Act. As part of the Illinois Protocol Partner Abuse Intervention Program services, at the time of program initiation PAIP participants are required to complete a written release of information to: relative criminal justice and court authorities; mental health agencies; victim/survivors of abuse; any persons or agencies that would need to receive compliance or threats of violence by the offender; and/or any agencies that may plan to assist with intervention for non-compliance or threats of violence by the offender. As a result, the PAIP Coordinator completes a release of information specific to the 17th Judicial Circuit Court of Winnebago County, Illinois, and Winnebago County Adult Probation along with a release of information that allows the PAIP Coordinator to contact the victim(s) specific to the arrest related referral and current intimate partner of the offender. Lastly, the PAIP Coordinator reviews the Contract for Participation in services. In turn, the offender is informed of the expectations for services which include weekly attendance and attendance of at least 26 groups for program completion; meeting individually with the PAIP Coordinator after attendance of 10-12 groups and upon an opening to PAIP services; understanding that all attendance or non-attendance will be recorded and reported to the offender's probation officer and court; expectation to remain alcohol and/or substance free during services and understanding that if it is suspected of being under the influence of any substance the offender will be asked to leave the group receiving no credit; obtain a chemical dependency evaluation if referred by the PAIP Coordinator; understanding that if late to group the offender will not be allowed to participate and will be marked as absent; only 3 absences are allowed and at the fourth (4th) missed group the participant will be referred back to their probation officer; requirement to abstain from violence; agreement to cooperate with program expectations and norms; and that at its core, our PAIP program is about taking accountability for the violence perpetrated against an intimate partner.

b) Describe treatment, counseling, and case management. Be specific.

As required by the Illinois Protocol for Partner Abuse Intervention Programs, core components of PAIP programming include that programs ensure the safety and rights of adult and child victims of domestic violence, work to reduce domestic violence through effective intervention, ensure that people who use violence against their intimate partner are held accountable and responsible for their behavior and to ensure persons who use violence against their intimate partner receive services that are effective. As a result, Remedies Renewing Lives utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. As required by the Protocol, the Change curriculum is approved to be used for the purposes of providing partner abuse intervention program services by IDHS. The Change curriculum is specifically designed to focus on "prevention, intervention and change of irresponsible behavior" with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework. Maladaptive Thinking Patterns (MTP's) are a core component of the curriculum and fall in line with our agency's philosophy that domestic violence is connected to a belief system centered around entitlement, often based on a view that one partner is allowed greater freedom than another. The MTP's that are routinely referenced within the 26-week group curriculum are victim script in which the person who uses violence consistently blames others for their circumstance; unrealistic self-image in which the person who uses violence views themselves as responsible despite actions; closed thinking in which the person who uses violence is unwilling to listen to share information or to be self-critical, goes on assumptions and lies by omission as opposed to outright; sense of entitlement that extends to persons, places and things and often includes intense jealousy; compartmentalized thinking where what happens before does not count or not impact the future with little sense that behavior has consequences; inappropriate expectations about life that lead to boredom, unwillingness to appreciate daily effort and/or has unreasonable fears; control through power in which the person who uses violence expects to be able to control situations and other individuals, uses manipulation and intimidation to achieve their goals including using sex for power and control rather than intimacy; and specialness in which the person has a sense of being superior or unique where they are living in a natural state and whatever rules may exist are for others. In addition to the MTP's, the Change curriculum includes Tactics to Avoid Being Accountable. The different tactics include putting others on the defense such as when they attack competency, bring up irrelevant issues, minimize the situation and pick at details; control information like agreeing with no intention of following through, being intentionally vague, saying whatever will satisfy the moment or using silence; and controlling interactions such as listening selectively and hearing only what is self-serving, insisting they forgot and/or focusing on being mis-understood. The Change curriculum also has a heavy emphasis on choice language. The values the Change curriculum outlines include but he values the Change curriculum outlines include but are not limited to keeping responsibility on the irresponsible person, cutting through the denial system, helps provide the person who uses violence the see the power they have over their own lives and provides the basis for cognitive restructuring. PAIP co-facilitators model choice language during group by using phrases such as "you may choose to" or "your choices are", etc.

c) Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives PAIP program at the RIC is led by a Coordinator who is supervised by our Vice President of Domestic Violence Services. The PAIP Coordinator has received the 40-hour training described within the Illinois Domestic Violence Act by our agency, an approved site by the Illinois Certified Domestic Violence Professional (ICDVP) Board to provide training and received the required 20-hour partner abuse intervention training by a site approved to provide the training from the ICDVP Board. Part-time co-facilitators for Remedies Renewing Lives PAIP services are also 40-hour domestic violence and partner abuse intervention trained by certified sites. Remedies Renewing Lives Vice President of Domestic Violence Services oversees PAIP services at the RIC and provides supervision of the PAIP Coordinator and co-facilitators. Our Vice President of Domestic Violence Services, who holds a Bachelors of Sociology and a Masters of Public Administration, has over 20 years of experience in domestic violence programming including direct service with adult and child survivors, holding management roles and has been directly involved in state and local policy development and systems advocacy. The PAIP Coordinator and all co-facilitators hold a Bachelor's Degree themselves with one co-facilitator earning their Masters of Public Administration (MPA) and two (2) co-facilitators in the process of earning an MPA or Masters of Social Work.

d) Describe program oversight and accountability.

To provide program oversight and accountability, Remedies Renewing Lives meets monthly with Winnebago County Adult Probation Department staff to help address emerging needs and client support. Our Vice President of Domestic Violence Services oversees all PAIP services held at the RIC and provides weekly supervision of the PAIP Coordinator and as noted above shares supervision responsibility of the PAIP Co-facilitators. The Vice President of Domestic Violence Services also observes PAIP groups periodically to ensure agency standards are adhered to.

e) If program will use volunteers, describe volunteer roles and if applicable, how they will be trained.

Remedies Renewing Lives does not utilize volunteers for PAIP services.

f) If program provides direct services, are background checks performed on staff and volunteers?

☒ Yes

☐ No

☐ Not Applicable

If no or not applicable, please explain:

Point's (1)(d) and (2)(f) do not always retain indication after completion. PAIP programming is not a behavioral health program therefore not relative to the Winnebago County Community Mental Health Board. Additionally, Remedies Renewing Lives completes criminal background checks with all staff and volunteers of the agency.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete blanks in table below using objectives and measures for the funded year. Your data report will reflect these numbers. Please note any change to objectives will need to be approved by Winnebago County Administration. *Must include projected number served (# individuals, # groups, etc) for each service.*

GOAL:		
<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Provide education and options for change with persons who are justice-involved due to use of	Employ PAIP Coordinator and Co-Facilitator	1.5 FTE
conduct intake/assessment, mid-point and final evaluation, and facilitate groups with persons re	Number of persons enrolled in PAIP services.	150
Facilitate weekly PAIP groups throughout FY22.	PAIP Groups held on Tuesdays: 9AM to 11:00 AM; Thursdays: 1:15 PM to 3:15 PM; Fridays: 2:00 PM to 4:00 PM.	156
Communication with Winnebago County, Illinois Adult Probation Department.	Number of meetings with Winnebago County Adult Probation Department during FY22.	12
Supervision with PAIP staff.	Number of weekly supervision events.	50

V. PROJECTED BUDGET

Please complete attached budget template, including full budget narrative, using program dates 10/01/2021 – 09/30/2022.

Contact Information: Please complete this table.

Name:	Gary Halbach
Title:	President/CEO
Street Address:	215 Easton Parkway
City, State, Zip:	Rockford, IL 61108
Phone:	815-966-1285
Email:	ghalbach@remediesrenewinglives.org



WINNEBAGO COUNTY

— ILLINOIS —

EXHIBIT B

One of the goals of the Winnebago County 1% Safety Tax Fund is to financially support organizations which, in the opinion of the Winnebago County Board and its Administration, seek to reduce violent crime and are consistent with the intended use of the Sales Tax Fund when other funds, public or private, are not available.

Submit applications to: Winnebago County Board Office, 404 Elm Street, #533, Rockford, IL 61101 or mdokken@wincoil.us by July 8, 2021, 5:00 p.m. Central.

Organization Name: Remedies Renewing Lives

IRS Tax ID No: 36-2464898

Amount requested: See Total Amount for Agency

I. ORGANIZATION BACKGROUND

a) Brief description of organization history and purpose

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.

b) Describe history managing grants and/or other funding

Remedies Renewing Lives has a long history in grants management and has been a recipient to numerous grants and contracts related to substance use disorder services. For decades, Remedies Renewing Lives receives funding from the Illinois Department of Human Services (IDHS) Division of Substance Use Prevention and Recovery (SUPR) to provide services at our core location. The IDHS/SUPR contracts include Substance Abuse Block Grants known as Global and Global-DCFS, Opioid Maintenance Therapy (OMT) and Problem Gambling. Remedies Renewing Lives substance use disorder program is licensed in the State of Illinois, Medicaid certified, accepts most insurances and the program itself is Behavioral Healthcare Accredited from The Joint Commission. Although not supporting services held at the RIC, Remedies Renewing Lives is a recent grant recipient of funding from the Winnebago County Community Mental Health Board. Additionally, Remedies Renewing Lives has held contracts for many years with the U.S. Probation and Pre-Trial Offices, Illinois Department of Corrections Southwestern Illinois and Sheridan Correctional Centers and is a partner agency with a local Illinois Collaboration on Youth (ICOY) grant project.

c) Present sources of funding, both organizationally and for the program in which you are seeking funding.

Remedies Renewing Lives has been providing substance use disorder services at the RIC since 2008. Funding provided through the 1% Safety Tax fully supports the substance use disorder outpatient services provided by agency staff at the RIC. The services are delivered by individual appointment and/or on-going group counseling and include case management and community intervention, urinalysis, relapse prevention along with linkage to our agency's Medication Assisted Treatment (MAT) whenever necessary.

d) If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2022?

☐ Yes

☒ No

☐ Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a) Provide overview of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

As a state of Illinois licensed outpatient substance use disorder treatment provider, Remedies Renewing Lives offers comprehensive services that include individual and group counseling, case management, community intervention and recovery support. All substance use disorder services provided at the RIC are with persons justice-involved and referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Through the 1% Safety Tax, our agency employs two (2) FTE substance use disorder counselors at the RIC. In general, outpatient services consist of one (1) to three (3) sessions per week for two (2) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction (ASAM) Patient Placement Criteria. The ASAM Patient Criteria, which will be addressed again later, has six (6) core components which include addressing a patient's history of using substances and their experiences with withdrawal; the patient's medical history and current physical health; a patient's current mental well-being and health; where a patient is at in terms of stopping substance use; a patient's history of on-going use and/or relapse and the consequences thereof; and the patient's current living situation and any challenges that relate to that setting and/or their recovery. It is not uncommon for persons who use or mis-use substances to have their own history of abuse stemming from child abuse, domestic violence, community violence and at times our community's historic response to those issues. Although not an excuse for harm to others, substance use is often a coping mechanism and the stigma surrounding it often compounds the difficulty in obtaining and maintaining recovery. Moreover, when a person living with a substance use disorder is not provided options, there is risk for long-term consequences for not only them but their children like incarceration and/or child-welfare involvement.

To that end, Remedies Renewing Lives utilizes the ASAM Patient Placement Criteria to address the association between substance use and crime. As indicated in the Illinois State Police Crime in Illinois 2019 Annual Uniform Crime Report, Winnebago County, Illinois had just over 1,200 drug related arrests in 2019 with over 1,500 drug related arrests in 2018 (p. 237). While only a snapshot into the dynamics of substance use and its impact upon our local community, the criminal justice system is an opportunity for intervention as justice involvement can be an indicator of increased risk of safety for those that use, their families and the community at-large. For instance, the National Institute on Drug Abuse (NIDA) has developed principles for treatment of justice-involved populations. The NIDA principles acknowledge that recovery of substance use requires effective treatment with continued care, treatment focusing on factors that are associated with criminal behavior and treatment for as long as needed to help establish behavioral change (JAMA, 2009, January 14; 301(2)). Therefore, intervention opportunities that occur during the stages of the criminal justice process should not be ignored. Opportunities for intervention include screening or referring for substance use disorder services at the time of arrest; utilizing diversion programs, drug court and/or community-based treatment as part of the prosecution process; during the sentencing phase with terms of incarceration or release conditions based on treatment; part of the jail or probation process through screening and substance use disorder treatment; and in the course of community re-entry either through probation or release (JAMA, 2009, January 14; 301(2)).

*In terms of demographics, during the time frame of 10/1/19-9/30/20, patients/clients served by Remedies Renewing Lives identified as the following:

Caucasian or White: 29
Black or African American: 59
Hispanic: 6
Multi-Racial: 0
Female: 11
Male: 66

*In terms of demographics, during the time frame of 10/1/20-5/31/21, patients/clients served by Remedies Renewing Lives identified as the following:

Caucasian or White: 26
Black or African American: 56
Hispanic: 7
Multi-Racial: 1
Female: 19
Male: 74

Number of assessments completed during the time frame of 10/1/19-9/30/20: 189
Number of assessments completed during the time frame of 10/1/20-5/31/21: 115

b) Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in tandem with our local criminal justice system. Our agency routinely communicates with the 17th Judicial Circuit Court and the Winnebago County Adult Probation Department to address needs and strategies to ensure we are adhering to the highest level of services. We also collaborate with area medical, social service and faith community providers as part of the on-going case management and community intervention services we provide with patients/clients receiving substance use disorder services through the RIC.

III. PROGRAM PROCESSES

a) Describe referral, intake and assessment process; include description of evidence-based practices used.

As indicated earlier all referrals to substance use disorder services to the Resource Intervention Center (RIC) are made through the 17th Judicial Circuit Court. Remedies Renewing Lives has two (2) substance use disorder treatment counselor's co-located at the RIC and are available during the hours of RIC operation. Substance use disorder staff complete a thorough intake with each individual that addresses each component of the ASAM Patient Placement Criteria. Our agency utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model) by Obert, et al, and published by Hazelden, which concentrates on six (6) crucial areas: individual support, early recovery, relapse prevention, family education, social support and urine testing. The Matrix Model incorporates cognitive behavioral therapy, motivational enhancement, 12-step facilitation and group support and is a federally recognized model by the Center for Substance Abuse Treatment, National Institute on Drug Abuse, Office of National Drug Control Policy and is currently being reviewed by the National Registry of Effective Programs and Practices. As noted earlier, Remedies Renewing Lives is Behavioral Healthcare Accredited from The Joint Commission, who also supports our use of the Matrix Model.

b) Describe treatment, counseling, and case management. Be specific.

The substance use disorder treatment, counseling and case management provided by Remedies Renewing Lives is delivered by collaborative approach that addresses not only substance use but mental health, medical treatment and connection to social service programs as needed. The ASAM Patient Placement Criteria is designed to be all-inclusive in that it guides staff to work collaboratively with the patient/client throughout the treatment process, assists in determining goals, and supports efforts to identify intensity of treatment along with frequency of need. Since services are individualized, case management is based on treatment plans and reported needs. Examples include assistance with health, transportation, child care, medical benefits along with educational, dental and vocational challenges. Community intervention includes a focus on situational crisis in addition to engagement or re-engagement with community resources like churches and schools. As all participants at the RIC are justice-involved, there is a strong emphasis in programming in how to reduce recidivism to not only protect the community at-large but increase the well-being and safety of the individual patient/client and their family. Whenever appropriate, Remedies Renewing Lives is able to provide family counseling sessions to help meet the needs of the individual's unique circumstances. Lastly, although substance use is not the cause of using violence against an intimate partner, it does increase the danger for those being abused and has the potential of increasing the lethality risk of violence. Therefore, cross referrals between Remedies Renewing Lives substance use disorder and partner abuse intervention programming staff at the RIC are not uncommon and is encouraged by the agency.

c) Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives substance use disorder programming at the RIC is overseen by our Vice President of Clinical Services. The Vice President of Clinical Services has multiple decades of experience in providing substance use disorder including the last decade at our organization. Our Vice President of Clinical Services is a Registered Nurse and a Certified Alcohol and Drug Counselor (CADC). Additionally, the two (2) substance use disorder staff co-located at the RIC each hold a Bachelors Degree and are Certified Alcohol and Drug Counselors (CADC) as well. Training of substance use disorder staff is on-going and has included topics related to under-served populations, recovery support, mental health needs, amongst many others.

d) Describe program oversight and accountability.

To assist with program oversight and accountability, Remedies Renewing Lives substance use disorder staff meet monthly with Winnebago County Adult Probation Department staff of the RIC to help address emerging needs and patient/client support. Our Vice President of Clinical Services has weekly if not daily contact with substance use disorder treatment staff and visits the RIC on a monthly basis to conduct chart reviews to ensure patients/clients needs are being met.

e) If program will use volunteers, describe volunteer roles and if applicable, how they will be trained.

Remedies Renewing Lives does not utilize volunteers specific to substance use disorder services provided at the Resource Intervention Center.

f) If program provides direct services, are background checks performed on staff and volunteers?

☐ Yes

☐ No

☐ Not Applicable

If no or not applicable, please explain:

Point (2) (f) does not retain indication after completion. Remedies Renewing Lives completes criminal background checks with all staff and volunteers of the agency.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete blanks in table below using objectives and measures for the funded year. Your data report will reflect these numbers. Please note any change to objectives will need to be approved by Winnebago County Administration. *Must include projected number served (# individuals, # groups, etc) for each service.*

GOAL:		
<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Provide substance use disorder services with persons who are justice-involved.	Employ Substance Use Disorder Treatment Counselors.	2 FTE
Conduct intake/assessment and provide substance use disorder services.	Number of persons to receive individual and group outpatient services that includes case management, community int	200
Provide substance use disorder program oversight at the RIC.	Average number of patient/client chart review per month during FY22.	15
Communication with Winnebago County Adult Probation Department.	Number of meetings with Winnebago County Adult Probation Department during FY22.	12
Provide on-going supervision with Remedies Renewing Lives substance use disorder treatment	Average number of events for supervision per month during FY22.	2

V. PROJECTED BUDGET

Please complete attached budget template, including full budget narrative, using program dates 10/01/2021 – 09/30/2022.

Contact Information: Please complete this table.

Name:	Gary Halbach
Title:	President/CEO
Street Address:	215 Easton Parkway
City, State, Zip:	Rockford, IL 61108
Phone:	815-966-1285
Email:	ghalbach@remediesrenewinglives.org

EXHIBIT C



WINNEBAGO COUNTY

ILLINOIS

Public Safety Sales Tax Alternative Funding Budget Detail Worksheet and Narrative

A. Personnel / Salary– 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. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Substance Use Disorder Treatment Counselor 1	salary (2080 hours p/y)	36,694.00
Substance Use Treatment Counselor 2	salary (2080 hours p/y)	36,466.00
PAIP Coordinator	salary (2080 hours p/y)	37,333.00
PAIP Co-Facilitator	\$17.55 x 6 hours p/w x 52 weeks p/y	5,460.00
TOTAL SALARY		\$ 115,953.00

SALARY NARRATIVE:

Full-time employees at Remedies Renewing Lives must work 40 hours p/w.

Substance Use Disorder Treatment Counselor 1 (1FTE): provides substance uses disorder counseling services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois at the Resource Intervention Center (RIC). Services include outpatient individual and group counseling, case management and community intervention. Completes documentation, reports to Remedies Renewing Lives Vice President of Clinical Services and meets at least monthly with the Winnebago County Adult Probation Department.

Substance Use Disorder Treatment Counselor 2 (1FTE): provides substance uses disorder counseling services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois at the RIC. Services include outpatient individual and group counseling, case management and community intervention. Completes documentation, reports to Remedies Renewing Lives Vice President of Clinical Services and meets at least monthly with the Winnebago County Adult Probation Department.

PAIP Coordinator (1FTE): provides partner abuse intervention services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Services include PAIP conducting intakes/assessments, mid-point and final evaluations and facilitate three (3), two-hour groups per week. Completes documentation, reports to Remedies Renewing Lives Vice President of Domestic Violence Services and meets at least monthly with the Winnebago County Adult Probation Department.

PAIP Co-Facilitator (.15FTE): co-facilitates three (3), two-hour PAIP groups per week. Reports directly to Remedies Renewing Lives Vice President of Domestic Violence Services or Domestic Violence Programs Director.

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
Substance Use Disorder Treatment Counselor 1	\$15,139-see calculations below.	
Substance Use Disorder Treatment Counselor 2	\$8,771-see calculations below.	
PAIP Coordinator	\$7,353-see calculations below.	
PAIP Co-Facilitator	\$0-see explanation below.	
	$\$15,139 + \$8,771 + \$7,353 + \$0 = \$31,263$	
	$\$31,263; \$31,263 \times .342865$	10,719.00
TOTAL FRINGE		\$ 10,719.00

FRINGE NARRATIVE:

Full-time employees at Remedies Renewing Lives must work 40 hours p/w. FICA is 7.65% salary, Workers Compensation is 2% of salary, Unemployment is 1% of salary, Retirement is 6% of salary (open to all staff, based on individual choice), Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m for family coverage and Term/Life Disability is a flat rate dependent upon salary level and pro-rated to the amount of time dedicated to project.

Substance Use Disorder Treatment Counselor 1:
Retirement: \$2202; Life/Disability: \$459; Health Premium/Health Claims: \$7902; Dental: \$669; FICA: \$2807; Workers Compensation: \$734; Unemployment: \$367. Total: \$15,139

Substance Use Disorder Treatment Counselor 2:
Retirement: \$0; Life/Disability: \$454; Health Premium/Health Claims: \$4202; Dental: \$230 (single coverage); FICA: \$2790; Workers Compensation: \$729; Unemployment: \$365. Total: \$8,770.

PAIP Coordinator:
Retirement: \$0; Life/Disability: \$454; Health Premium/Health Claims: \$2693; Dental (single coverage): \$230; FICA: \$2856; Workers Compensation: \$747; Unemployment: \$373. Total: \$7,353.

PAIP Co-Facilitator:
Not budgeting for benefits. Total: \$0

Total Fringe Benefit Cost-balancing for awarded amount: $\$15,139 + \$8,770 + \$7,353 + 0 = \$31,263$. $\$31,263 \times .342865 = \$10,719$.

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				\$ 0.00

TRAVEL NARRATIVE:

--

D. Supplies

Supply Item	Computation	Cost
File folders with fasteners	\$30 p/b x 4 boxes	120.00
File folders for PAIP program participants	\$15 p/b x 4 boxes	60.00
Copy paper	\$35 p/b x 2 boxes	70.00
TOTAL SUPPLIES		\$ 250.00

SUPPLY NARRATIVE:

See information above.

E. Other Costs

Item	Computation	Cost
Indirect cost of program	5.2629% of direct costs	6,964.00
Lab fees for urinalysis	\$18 p/test x 300 times	5,400.00
	TOTAL OTHER	\$ 12,364.00

OTHER COSTS NARRATIVE:

Indirect costs will pay for payroll, human resources, Vice President of Finance and Grants and Contract Manager for work related to the RIC project and a small portion of the President/CEO salary. Percentage mentioned above is same percentage of current contract between Remedies Renewing Lives and Winnebago County, Illinois.

Contractual Service:

Lab fees for urinalysis of substance use disorder treatment patients/clients.

Budget Category	Amount
A. Personnel	115,953.00
B. Fringe Benefits	10,719.00
C. Travel	0.00
D. Supplies	250.00
E. Other Costs	12,364.00
TOTAL PROJECT COSTS	\$ 139,286.00

EXHIBIT D

<u>REPORTING DELIVERABLES - PAIP</u>	
# of employees maintained as FTE	
# persons enrolled in PAIP	
# of clients referred for assessment	
# of assessments completed	
# of clients assessed and found appropriate for group	
# PAIP groups facilitated	
# of clients enrolled in groups	
# meetings with Winnebago County Adult Probation	
<i>Supervision events:</i>	
# patient/client chart reviews complete	
# of coaching with staff completed	
# of Probation Observations completed	
<u>REPORTING DELIVERABLES – SUBSTANCE ABUSE</u>	
# of employees maintained as FTE	
# of clients referred for assessment	
# of assessments completed	
# of clients assessed and found appropriate for group	
# Substance Abuse groups facilitated	
# of clients enrolled in groups	
# Drug Screens completed	
# of Provider Meetings attended with Adult Probation	
<i>Supervision events:</i>	
# patient/client chart reviews complete	
# of coaching with staff completed	
# of Probation Observations completed	

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

2021 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL
JIM WEBSTER

RESOLUTION REGARDING SECOND AMENDMENT SANCTUARY

Resolution opposing the passage of any bill where the Illinois General Assembly desires to restrict the individual rights of US Citizens as protected by the Second Amendment of the United States Constitution:

WHEREAS, the Second Amendment to the United States Constitution declares that "...the right of the people to keep and bear Arms shall not be infringed"; and

WHEREAS, Section 22 of Article 1 of the Illinois State Constitution declares that "Subject only to the police power, the right of the individual citizen to keep and bear arms shall not be infringed"; and

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and property is regarded as an Inalienable Right by the People of Winnebago County, Illinois; and

WHEREAS, the People of Winnebago County, Illinois, derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted with Winnebago County using all types of firearms allowable under the United States Constitution; and

WHEREAS, the Winnebago County Board being elected to represent the People of the State of Illinois and being duly sworn by your Oath to uphold the United States Constitution and the Constitution of the State of Illinois; and

WHEREAS, the Illinois House of Representatives and the Illinois Senate, being elected by the People of the State of Illinois and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois; and

WHEREAS, the Governor of Illinois, being elected to represent the People of the State of Illinois and being duly sworn by your Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois; and

WHEREAS, routinely proposed legislation to and by the Illinois State Legislature would infringe the Right to Keep and Bear Arms and would ban the possession and use of firearms, magazines, body armor now employed by individual citizens of Winnebago County, Illinois, for defense of Life, Liberty and Property and would ban the possession and use of firearms now employed for safe forms of firearms recreation, hunting and shooting conducted with Winnebago County, Illinois.

NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED that the People of Winnebago County, Illinois, do hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful Legislative Authority.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago, Illinois demands that the Illinois General Assembly cease actions restricting the Right of the People to keep and bear arms, and hereby demand that the Governor of Illinois veto all such legislation which restricts the Right of the People to keep and bear arms.

BE IT FURTHER RESOLVED, that the Clerk of Winnebago County is hereby directed to prepare and deliver certified copies of this Resolution to all members of the Illinois General Assembly and to the Office of the Governor.

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

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

Joseph Chiarelli
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

UNFINISHED BUSINESS

Appointments

September 24, 2021

Karen Elyea
404 Elm Street, Room 533
Rockford, IL 61101

Dear Ms. Elyea,

I am writing to inform you of my interest in becoming a trustee for the Twelve Mile Grove Cemetery Association. My family has a long history with the Twelve Mile Grove Cemetery. Many of my ancestors on both my paternal (Peterson) and maternal (Stange) sides of the family are buried in the cemetery. Additionally, both my grandfather, D.Eugene Peterson, and my father, Kent E. Peterson, have served as trustees of the Twelve Mile Grove Cemetery Association. It would be an honor to continue the tradition.

I feel passionate about preserving the cemetery and working to perpetuate the care of the grounds so that the families of the deceased have a place to lay their loved ones to rest.

Sincerely,

Carrie Daly
Pecatonica, Illinois

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: November 23, 2021

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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. Exelon Generation Company, LLC – Acceptance of License Amendment Request to Adopt TSTF-541 (EIPD L-2021-LLA-0169)
 - b. Federal Register / Vol. 86, No. 209 / Tuesday, November 2, 2021 / Notices
 - c. Exelon Generation Company, LLC – Approval of Indirect Transfer of Licenses and Draft Conforming License Amendments
2. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Clean Construction or Demolition Debris (CCDD) (LPC-PA26)
3. County Clerk Gummow received from Charter Communications a Quarterly Franchise Fee Payment for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township

Adjournment