



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

**Tuesday, December 21, 2021**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** ..... Board Member Aaron Booker
3. **Agenda Announcements** ..... Chairman Joseph Chiarelli
4. **Roll Call** ..... Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Presentations – None
  - C. Public Hearings – None
  - D. Public Participation – Yes
6. **Approval of Minutes** ..... Chairman Joseph Chiarelli
  - A. Approval of November 17 and 23, 2021 minutes
  - B. Layover of minutes – None
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 of Support for ERAP 1 and ERAP 2 Programs
    3. Resolution Regarding Winnebago County’s Participation in the Distributor and Janssen/Johnson & Johnson Settlements (Opioid Litigation)

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1. Committee Report
2. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
3. Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners
4. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago, Illinois and Community College District 511 for a Cold Forming Training Program at the Winnebago County Justice Center and Tech Bus Storage at 720 Chestnut Street, Rockford, Illinois
5. Resolution Authorizing Service Agreements for the Abuse in Later Life Grant
6. Resolution Authorizing Agreements for the Justice for Families Grant
7. Resolution Approving Agreements Between the County of Winnebago, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners

**10. Unfinished Business .....Chairman Joseph Chiarelli**

**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 – None

**13. Adjournment .....Chairman Joseph Chiarelli**

**Next Meeting: Thursday, January 13, 2022**

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

# **Approval of Minutes**

**SPECIAL MEETING OF THE  
WINNEBAGO COUNTY BOARD  
NOVEMBER 17, 2021**

1. Interim Chairman Arena called to order The Special Meeting of the Winnebago County Board for Wednesday, November 17, 2021 at 6:20 p.m.
2. Roll Call: 12 Present. 8 Absent. (Board Members Arena, Booker, Crosby, Fellars, Gerl, Hoffman, McCarthy, Nabors, Salgado, Tassoni, Webster and Wescott were present. (Board Members Bilich, Butitta, Goral, Kelley, Lindmark, McDonald, Redd, and Schultz were absent.

Interim Chairman Arena entertained a motion to allow remote access. Board Member Fellars made a motion to allow remote access, seconded by Board Member Webster. Discussion by Chief of the Civil Bureau Vaughn and Board Members Gerl, Tassoni, Crosby, McDonald, and Webster. Board Member Crosby called the question. Motion was approved by a roll call vote of 12 yes votes. (Board members Bilich, Butitta, Goral, Kelley, Lindmark, McDonald, Redd, and Schultz were absent.) Board Members Goral, McDonald, Lindmark, and Redd joined the meeting by remote access. Board Member Bilich arrived at 6:37 p.m.

3. Board Member Wescott gave the invocation and led the Pledge of Allegiance.

**PUBLIC COMMENT**

4. None.

**PRESENTATION**

5. Proposed Reapportionment Plan for the County of Winnebago Illinois – Discussion by County Clerk Gummow, Consultant Phil Luetkehans and Board Members Webster, Gerl, Fellars, Tassoni, Salgado and Arena.

Board Member Gerl departed at 6:37 p.m.

Board Member Hoffman thanked Interim Chairman Arena for his hard work.

Interim Chairman Arena offered his condolences to the Lindmark Family.

6. Interim Chairman Arena entertained a motion to adjourn. Board Member Webster moved to adjourn the meeting, seconded by Board Member Nabors. (Board Members Booker, Butitta, Gerl, Kelly, and Schultz were absent.) Meeting was adjourned at 6:50 p.m.

Respectfully submitted,



Lori Gummow  
Winnebago County Clerk

ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
NOVEMBER 23, 2021**

1. Interim Chairman Arena Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Tuesday, November 23, 2021 at 6:00 p.m.
2. County Board Member Arena gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Members Bilich, Kelley, and Redd were absent.)

Board Member Kelley arrived at 6:03 p.m.

Interim Chairman Arena entertained a motion to allow remote access. Board Member Goral made a motion to allow remote access for Board Member Redd, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Bilich was absent.)

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

5. Awards - Chairman's Service Excellence Award presented to Hononegah High School Football Team
- Presentations - None
- Public Hearings - None
- Public Participation- Reverend Earl Dotson Sr. spoke of West Side Development.

**APPROVAL OF MINUTES**

6. Interim Chairman Arena entertained a motion to approve the Minutes. Board Member Webster made a motion to approve County Board Minutes of October 28, 2021 and layover County Board Minutes of November 9, 2021, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Bilich was absent.)

**CONSENT AGENDA**

7. Interim Chairman Arena entertained a motion to approve the Consent Agenda for November 23, 2021. Board Member Goral made a motion to approve the Consent Agenda which includes

the Raffle Report and Auditor's Report, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Bilich 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).**

Interim Chairman Arena spoke of Zoom and when a roll call is required. Chief of Civil Bureau Vaughn gave a summary of off roll call votes after reviewing the Open Meetings Act.

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

9. Board Member Salgado made a motion to approve a Resolution Approving Election Equipment Purchase Using American Recovery Plan Funds (ARP), seconded by Board Member Gerl. Discussion by Board Members Salgado, Goral, and Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Bilich was absent.)
10. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of Litigation (Larry Hoarde v. Winnebago County, et al.), seconded Board Member Butitta. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Bilich was absent.)

#### **ZONING COMMITTEE**

11. Board Member Webster read in for the first reading of 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 Own Township, District 1, to be laid over.
12. Board Member Webster read in for the first reading of 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 Own Township, District 1, to be laid over.
13. Board Member Webster read in for the first reading of 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, District 9, to be laid over.
14. Board Member Webster read in for the first reading of 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 Lynn Drive, Rockton, IL 61072 in Shirland Township, District 2, to be laid over.

Board Member Bilich arrived at 6:21 p.m.

### **ECONOMIC DEVELOPMENT**

15. Board Member Bilich made a motion to approve a Resolution to Grant Five Thousand Dollars (\$5,000) from the Rockford Area Convention and Visitors Bureau (RACVB) to Support the Stroll on State Event, seconded by Board Member Fellars. Discussion by Board Member Bilich. Motion was approved by a voice vote. (Board Members Schultz and Webster voted no.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

16. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage, seconded by Board Member Hoffman. Motion was approved by unanimous vote of all members present.

### **PUBLIC WORKS**

17. Board Member Tassoni made a motion to approve (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), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present.
18. Board Member Tassoni made a motion to approve (21-036) Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associated to Provide Plans to Specifications for the Rehabilitation of Well #1 Winnebago Water District Wellhouse (Section: 18-00656-02-MG), seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present.
19. Board Member Tassoni made a motion to approve Agenda Items 4. and 5. (as listed below), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present.
  4. Board Member Tassoni made a motion to approve (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), seconded by Board Member
  5. Board Member Tassoni made a motion to approve (21-038) Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Chastain and Associated LLC to Provide Construction Engineering Services for the Replacement of

Yale Bridge Road Culvert over Sugar Creek (Section: 19-00671-00-BR), seconded by Board Member

20. Board Member Tassoni made a motion to approve (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, seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present.
21. Board Member Tassoni read in for the first reading of (21-040) An Ordinance Extending the Established Speed Zone on Rockton Road from IL-251 Eastside Ramp to Love Road.

### **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

22. Board Member Gerl made a motion to approve a Resolution Renewing Service Agreement with Tommy Meeks using Public Sales Tax Alternative Funding, seconded by Board Member Hoffman. Discussion by Board Member Gerl. Motion was approved by a unanimous vote of all members present.
23. Board Member Gerl made a motion to approve a Resolution Renewing Service Agreement with Rosecrance for Services at the Winnebago County Jail using Public Safety Sales Tax Alternative Funding, seconded by Board Member Butitta. Discussion by Board Members Butitta and Goral. Motion was approved by a unanimous vote of all members present.
24. Board Member Gerl made a motion to approve a Resolution Renewing Service Agreement with Remedies for Services at the Resource Intervention Center using Public Safety Sales Tax Alternative Funding, seconded by Board Member Booker. Discussion by Board Member Gerl. Motion was approved by a unanimous vote of all members present.
25. Board Member Gerl made a motion to approve a Resolution Regarding Second Amendment Sanctuary, seconded by Board Member McDonald. Discussion by Chief of Civil Bureau Vaughn and Board Member Fellers, Webster, Gerl, Arena, Nabors, Hoffman, Booker, and Goral. Board Member Crosby called the question. Motion to call the question was approved by a roll call vote of 15 yes vote and 5 no votes. (Board Members Fellers, Goral, Hoffman, Nabors, and Redd voted no.) Motion was approved by a roll call vote of 15 yes and 5 no votes. (Board Members Fellers, Goral, Hoffman, Nabors, and Redd voted no.)

### **UNFINISHED BUSINESS**

#### **21. Appointments**

Board Member Hoffman made a motion to approve the Howard Union Cemetery Association Reappointments (as listed below), seconded by Board Member Fellers. Motion was approved by a unanimous vote of all members present.

#### **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

Board Member Booker made a motion to approve the 12 Mile Grove Cemetery Association Appointment (as listed below), seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.

**B. 12 Mile Grove Cemetery Association, Compensation: None**

1. Carrie Daly (New Appointment) Pecatonica, Illinois, November 2021 – November 2027

**NEW BUSINESS**

22. **(Per County Board rules, passage will require a suspension of Board rules).**

**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. 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
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Clean Construction or Demolition Debris (CCDD) (LPC-PA26)
- C. County Clerk Gummow submitted from Charter Communications a Quarterly Franchise Fee Payment for the following:
  - a. Harlem Township
  - b. Rockton Township
  - c. Roscoe Township

Interim Chairman Arena spoke of safety measures put in place regarding Stroll on State.

Board Member Goral announced River Bluff Nursing Home received a four star award.

## ADJOURNMENT

24. Interim Chairman Arena entertained a motion to adjourn. County Board Member Nabors moved to adjourn the meeting, seconded by Fellars. Motion was approved by a voice vote. The meeting was adjourned at 6: 58 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 3 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30633	1	AMERICAN LEGION-WALTER GRAHAM POST #332	02/01/2022-05/14/2022	\$ 1,750.00
30634	1	KNIGHTS OF COLUMBUS #13123	01/13/2022-03/19/2022	\$ 3,000.00
30635	1	ROCKFORD ALLIANCE AGAINST SEXUAL EXPLOITATION	01/12/2022-01/12/2022	\$ 2,500.00

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

This concludes my report,

Deputy Clerk

Kayla Hilliard

LORI GUMMOW

Date

21-Dec-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	\$ 4,844,707
101	PUBLIC SAFETY TAX	\$ 1,580,354
102	MARRIAGE AND CIVIL UNION FUND	\$ 22
103	DOCUMENT STORAGE FUND	\$ 22,876
104	TREASURER'S DELINQUENT TAX FU	\$ 3,942
105	VITAL RECORDS FEE FUND	\$ 3,295
106	RECORDERS DOCUMENT FEE FUND	\$ 22
107	COURT AUTOMATION FUND	\$ 261,548
111	CHILDREN'S WAITING ROOM FUND	\$ 7,925
112	RENTAL HOUSING FEE FUND	\$ 34,452
114	911 OPERATIONS FUND	\$ 420,284
115	PROBATION SERVICE FUND	\$ 1,167
116	HOST FEE FUND	\$ 100,000
120	DEFERRED PROSECUTION PROGRAM	\$ 3,024
121	HOTEL / MOTEL TAX FUND	\$ 49,306
123	STATE DRUG FORFEITURE ST ATTY	\$ 95
126	LAW LIBRARY	\$ 15,783
129	COUNTY AUTOMATION FUND	\$ 6,837
131	DETENTION HOME	\$ 216,641
145	FORECLOSURE MEDIATION FUND	\$ 927
155	MEMORIAL HALL	\$ 7,533
156	CIRCUIT CLERK ELECTRONIC CITATION	\$ 9,560
158	CHILD ADVOCACY PROJECT	\$ 31,349
161	COUNTY HIGHWAY	\$ 334,894
162	COUNTY BRIDGE FUND	\$ 1,411
164	MOTOR FUEL TAX FUND	\$ 258,960
169	HIGHWAY REBUILD IL GRANT	\$ 33,282
181	VETERANS ASSISTANCE FUND	\$ 8,746
185	HEALTH INSURANCE	\$ 1,375,552
192	EMPLOYER SOCIAL SECURITY FUND	\$ 385,099
193	ILLINOIS MUNICIPAL RETIRE	\$ 465,619
194	TORT JUDGMENT & LIABILITY	\$ 24,417
196	MENTAL HEALTH TAX FUND	\$ 31,195
301	HEALTH GRANTS	\$ 545,034
302	SHERIFF'S DEPT GRANTS	\$ 86,351
303	STATE'S ATTORNEY GRANT	\$ 7,634
304	PROBATION GRANTS	\$ 4,935
309	CIRCUIT COURT GRANT FUND	\$ 35,133
311	EMERGENCY RENTAL ASSISTANCE	\$ 883,652
313	AMERICA RESCUE PLAN	\$ 435,662
401	RIVER BLUFF NURSING HOME	\$ 984,815
410	ANIMAL SERVICES	\$ 150,928
420	555 N COURT OPERATIONS FUND	\$ 9,533
430	WATER FUND	\$ 7,793

501	INTERNAL SERVICES	\$	24,392
743	CAPITAL PROJECTS FUND	\$	146,464
TOTAL THIS REPORT			<u>13,863,150.00</u>

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 21st day of December 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:** Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** December 16, 2021  
**Resolution Title:** Resolution of Support for ERAP 1 and ERAP 2 Programs  
**County Code:** N/A  
**Board Meeting Date:** December 21, 2021  
**Budget Information:** Fully Grant Funded by the U.S. Treasury Department

<b>Was item budgeted?</b>	Yes - ERAP Grants
<b>If not, explain funding source:</b>	N/A
<b>ORG/OBJ/Project Code:</b>	61100-XXXX-XXXXX <b>ERAP 1</b>
<b>ORG/OBJ/Project Code:</b>	61200-XXXX-XXXXX <b>ERAP 2</b>
<b>Budget Impact:</b>	None - using ERAP Grant Funds

### Background Information:

The American economy continues its recovery from the devastating impact of the pandemic, millions of Americans face deep rental debt and fear evictions and the loss of basic housing security. COVID-19 has exacerbated an affordable housing crisis.

To meet this need, the Emergency Rental Assistance program makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been established: ERAP 1 which was enacted on December 27, 2020, and ERAP 2 which was enacted on March 11, 2021. The funds are provided directly to governmental entities by the U.S. Treasury Department. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

Winnebago County has successfully established an ERAP 1 Program which has expended over 5.9 million in aid to county residents as of December 1<sup>st</sup>, 2021. Winnebago County's ERAP 1 Program also qualified to receive additional funding and has requested an additional \$5 million from the U.S. Treasury Department. Winnebago County's ERAP 2 Program is in the final stages of policy review with expectations that it will also successfully serve the community. This resolution is a declaration of support for these programs and to demonstrate our desire to fully utilize these programs for the benefit of Winnebago County Citizens.

### Recommendation:

The Winnebago County Chief Financial Officer recommends these programs continue until the grant terms expire or all funds are expended.

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION OF SUPPORT FOR ERAP 1 AND ERAP 2**

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**WHEREAS**, the American economy continues its recovery from the devastating impact of the pandemic, millions of Americans face deep rental debt and fear evictions and the loss of basic housing security. COVID-19 has exacerbated an affordable housing crisis; and

**WHEREAS**, the Emergency Rental Assistance program makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been established: ERAP 1 which was enacted on December 27, 2020, and ERAP 2 which was enacted on March 11, 2021. Funds are provided directly to governmental entities by the U.S. Treasury Department; and

**WHEREAS**, Winnebago County has successfully established an ERAP 1 Program which has expended over 5.9 million in aid to county residents as of December 1<sup>st</sup>, 2021. Winnebago County's ERAP 1 Program also qualified to receive additional funding and has requested an additional \$5 million in support from the U.S. Treasury Department. Winnebago County's ERAP 2 Program is in the final stages of policy review with expectations that it will also successfully serve the community.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it is our intent to express our support for the Winnebago County ERAP 1 and ERAP 2 Programs. The County Board also desires the programs to continue operations for the remainder of the grant period or until aid has been fully disbursed to benefit the citizens of Winnebago County.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JAIME SALGADO, CHAIRMAN

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JAIME SALGADO, CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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PAUL ARENA

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PAULA ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

---

KEITH McDONALD

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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:

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

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



# Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** December 16, 2021  
**Resolution Title:** Resolution Regarding Winnebago County's Participation in the Distributor and Janssen/Johnson & Johnson Settlements (Opioid Litigation)  
**County Code:** Not Applicable  
**Board Meeting Date:** December 21, 2021

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** After discussion with the Finance Committee on December 2, 2021, the recommendation is to have Winnebago County, Illinois participate in the Distributor and Janssen/Johnson & Johnson Settlements (Opioid Litigation).

**Recommendation:** Staff concurs

**Legal Review:** The State's Attorney's Office and outside counsel.

**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

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**RESOLUTION REGARDING WINNEBAGO COUNTY’S PARTICIPATION IN THE  
DISTRIBUTOR AND JANSSEN/JOHNSON & JOHNSON SETTLEMENTS (Opioid  
Litigation)**

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**WHEREAS**, Winnebago County, Illinois is one of many governmental entities represented by the National Prescription Opioids Litigation Consortium (National Consortium), involving the opioid crisis; and

**WHEREAS**, AmerisourceBergen, Cardinal Health, and McKesson (“Distributors”) and Janssen/Johnson & Johnson (“J&J”) have proposed settlements in their respective cases; and

**WHEREAS**, the Finance Committee, having conferred with the Winnebago County State’s Attorney’s Office and our outside legal counsel, recommend Winnebago County, Illinois participate in the Distributors and J&J settlements and has further determined it is in the best interests of the County.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it concurs with the recommendation of outside counsel and the Winnebago County State’s Attorney Office regarding participation in the Distributors and J&J settlements.

**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 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 Executive Summary

**Prepared By:** Circuit Clerk  
**Committee:** Finance Committee  
**Committee Date:** December 16, 2021  
**Resolution Title:** An Ordinance Establishing Civil Fees, Criminal, and Traffic Assessments to be charged by the Circuit Clerk

**County Code:** Winnebago County Ordinance

**Board Meeting Date:** December 21, 2021

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:**

Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2021 CO 076, approved by the County Board on September 30, 2021, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County.

**Recommendation:**

The Office of the Circuit Clerk is recommending the approval of the following resolution, due to a change in statute.

**Contract/Agreement:**

See Attachment

**Legal Review:**

Yes - it was completed and court recommendations incorporated into the ordinance.

**Follow-Up:**

Circuit Clerk will make necessary programming changes to Full Court Enterprise.

Sponsored by: Jaime Salgado

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

SUBMITTED BY: FINANCE COMMITTEE

2021 CO \_\_\_\_\_

AN ORDINANCE ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2021 CO 076, approved by the County Board on September 30, 2021, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 and 2019 CO 056 are hereby repealed in their entirety and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

Sec. 34 – 2. Civil Fees.

- A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Local Rule 2.14.
- B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

- 1. SCHEDULE 1: \$342.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and deposited as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00

- (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) General Fund (Circuit Clerk) - \$180.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$40.00
  - (4) Neutral Site Exchange - \$14.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$20.00
- e. The following additional filing fees shall be assessed on residential foreclosure cases only.
  - (1) First Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:
    - (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
  - (2) Second Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:
    - (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
  - (3) Third Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:
    - (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
- 2. SCHEDULE 2: \$292.00 to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00
    - (3) Supreme Court Special Purposes Fund - \$9.00

- c. \$200.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$130.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$40.00
  - (4) Neutral Site Exchange - \$14.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$20.00

3. SCHEDULE 3: \$117.00 to be divided as follows:

- a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
  - (1) Court Automation Fund - \$10.00
  - (2) Court Document Storage Fund - \$10.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Access to Justice Fund - \$2.00
  - (2) Supreme Court Special Purposes Fund - \$9.00
- c. \$56.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$28.00
  - (2) C.A.S.A. – \$0.00
  - (3) Court Security Fund - \$10.00
  - (4) Neutral Site Exchange - \$8.00
  - (5) Children’s Waiting Room Fund - \$10.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$20.00

4. SCHEDULE 4: \$0.00

C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$217.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$20.00
  - (2) Court Document Storage Fund - \$20.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

- b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Mandatory Arbitration Fund - \$8.00
  - (2) Access to Justice Fund - \$2.00
  - (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$125.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$61.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$36.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$20.00

3. SCHEDULE 2: \$137.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$5.00
  - (2) Court Document Storage Fund - \$5.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$0.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$40.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$25.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$10.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$20.00

D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$125.00 to be divided as follows:
    - a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
      - (1) General Fund (Circuit Clerk) - \$121.00
      - (2) Court Security Fund - \$4.00
  2. SCHEDULE 2: \$155.00 to be divided as follows:
    - a. \$35.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - (1) Court Automation Fund - \$15.00
      - (2) Court Document Storage Fund - \$15.00
      - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
    - b. \$10.00 to be remitted to the State Treasurer and distributed as follows:
      - (1) Mandatory Arbitration Fund - \$8.00
      - (2) Access to Justice Fund - \$2.00
    - c. \$110.00 to be remitted to the County Treasurer and distributed as follows:
      - (1) General Fund (Circuit Clerk) - \$92.00
      - (2) Court Security Fund - \$15.00
      - (3) Children's Waiting Room Fund - \$3.00
- E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:
1. Alias summons or citation: \$5.00
  2. Jury services: \$212.50
  3. Change of venue: \$40.00
  4. Petition to vacate or modify:
    - a. If filed within 30 days: \$50.00
    - b. If filed after 30 days: \$75.00
    - c. Notice sent to Secretary of State: \$40.00
  5. Appeals preparation:
    - a. If record is 100 pages or less: \$50.00
    - b. If record is between 100 and 200 pages: \$100.00
    - c. If record is 200 pages or more: Add'l fee of \$0.25 per page
  6. Garnishment, wage deduction, and citation proceedings:
    - a. Amount in controversy \$1,000 or less: \$15.00
    - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
    - c. Amount in controversy greater than \$5,000: \$50.00

7. Collections:
  - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
  - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
8. Mailing: \$10.00 plus the cost of postage
9. For each certified copy of a judgment, following the first copy: \$10.00
10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - (1) \$2.00 for the first page
    - (2) \$0.50 per page for the next 19 pages
    - (3) \$0.25 per page for all additional pages
11. For each record search, within a division or municipal district: \$6.00 for each year searched
12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
13. Performing a marriage in court: \$10.00
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records
16. Probate filings:
  - a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
  - b. Filing a claim:
    - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
    - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
    - (3) Amount claimed greater than \$10,000: \$60.00
  - c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00

- d. For a jury demand: \$137.50
- e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
- f. For each exemplification: \$2.00 plus the fee for certification

17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00

#### F. Unpaid Fees.

- 1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
- 2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

#### Sec. 34 – 3. Criminal Assessments.

A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

#### B. Schedules:

##### 1. SCHEDULE 1: Generic Felony Offenses

a. The Clerk shall collect \$549.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund

- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$195.00 to the State Treasurer

## 2. SCHEDULE 2: Felony DUI Offenses

a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$230.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$1,110.00 to the State Treasurer
- (3) \$200.00 to the treasurer of the unit of local government of the arresting agency

## 3. SCHEDULE 3: Felony Drug Offenses

a. The Clerk shall collect \$2,215.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00

- iv. Specialty Courts: \$15.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,861.00 to the State Treasurer

#### 4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

#### 5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:

- i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$155.00 to the State Treasurer
  - (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 6. SCHEDULE 6: Misdemeanor DUI Offenses

- a. The Clerk shall collect \$1,381.00 and remit as follows:
  - (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$225.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$155.00
      - ii. Court Security Fund: \$50.00
      - iii. Children's Waiting Room Fund: \$5.00
      - iv. Specialty Courts: \$15.00
    - (f) \$10.00 to the Child Advocacy Center Fund
    - (g) \$2.00 to the State's Attorney Records Automation Fund
    - (h) \$2.00 to the Public Defender Records Automation Fund
    - (i) \$10.00 to the County Jail Medical Costs Fund
    - (j) \$20.00 to the Probation and Court Services Fund
  - (2) \$707.00 to the State Treasurer
  - (3) \$352.00 to the treasurer of the unit of local government of the arresting agency

#### 7. SCHEDULE 7: Misdemeanor Drug Offenses

- a. The Clerk shall collect \$905.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 8. SCHEDULE 8: Misdemeanor Sex Offenses

##### a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund

- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$150.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$80.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
- (2) \$97.00 to the State Treasurer
- (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

#### 10. SCHEDULE 10: Minor Traffic Offenses

a. The Clerk shall collect \$226.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$60.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$2.00
    - iv. Specialty Courts: \$3.00
- (2) \$46.00 to the State Treasurer

- (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

11. SCHEDULE 10.5: Truck Weight and Load Offenses

- a. The Clerk shall collect \$260.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$92.00 to the State Treasurer

12. SCHEDULE 11: Conservation Offenses

- a. The Clerk shall collect \$195.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

a. The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$47.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$37.00
    - ii. Court Security Fund: \$10.00
- (2) \$14.00 to the State Treasurer
- (3) \$50.00 to the treasurer of the unit of local government of the arresting agency

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$22.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$12.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.

2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on August 23, 2021.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully submitted,

**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

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

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

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

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

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

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

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

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the County Board of the County of Winnebago, Illinois.

\_\_\_\_\_  
Joseph V. 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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

Sponsored by: Jaime Salgado

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

SUBMITTED BY: FINANCE COMMITTEE

2021 CO ~~2021 CO 2022 CO~~

AN ORDINANCE ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. ~~2019 CO 056~~2021 CO 076, approved by the County Board on ~~June 27, 2019~~September 30, 2021, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 and 2019 CO 056 are hereby repealed in their entireties and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

Sec. 34 – 2. Civil Fees.

- A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Local Rule 2.14.
- B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

- 1. SCHEDULE 1: ~~\$314.00~~\$342.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and deposited as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00

(3) Supreme Court Special Purposes Fund - \$9.00

c. \$250.00 to be remitted to the County Treasurer and deposited as follows:

- (1) General Fund (Circuit Clerk) - \$180.00
- (2) C.A.S.A. – \$3.00
- (3) Court Security Fund - \$40.00
- (4) Neutral Site Exchange - \$14.00
- (5) Children’s Waiting Room Fund - \$13.00

d. ~~\$2928~~.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - ~~\$21~~20.00

e. The following additional filing fees shall be assessed on residential foreclosure cases only.

(1) First Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:

- (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
  - i. Foreclosure Mediation Fee Fund - \$65.00

(2) Second Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:

- (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
  - i. Foreclosure Mediation Fee Fund - \$65.00

(3) Third Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:

- (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
  - i. Foreclosure Mediation Fee Fund - \$65.00

2. SCHEDULE 2: ~~\$264292~~.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$19.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Mandatory Arbitration Fund - \$8.00
- (2) Access to Justice Fund - \$2.00
- (3) Supreme Court Special Purposes Fund - \$9.00

c. \$200.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$130.00
- (2) C.A.S.A. – \$3.00
- (3) Court Security Fund - \$40.00
- (4) Neutral Site Exchange - \$14.00
- (5) Children’s Waiting Room Fund - \$13.00

d. ~~\$2928~~.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - ~~\$21~~20.00

3. SCHEDULE 3: ~~\$89117~~.00 to be divided as follows:

a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$10.00
- (2) Court Document Storage Fund - \$10.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Access to Justice Fund - \$2.00
- (2) Supreme Court Special Purposes Fund - \$9.00

c. \$56.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$28.00
- (2) C.A.S.A. – \$0.00
- (3) Court Security Fund - \$10.00
- (4) Neutral Site Exchange - \$8.00
- (5) Children’s Waiting Room Fund - \$10.00

d. ~~\$2928~~.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - ~~\$21~~20.00

4. SCHEDULE 4: \$0.00

C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: ~~\$189217~~.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

- b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Mandatory Arbitration Fund - \$8.00
  - (2) Access to Justice Fund - \$2.00
  - (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$125.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$61.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$36.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. ~~\$2928~~.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - ~~\$24~~20.00

3. SCHEDULE 2: ~~\$109~~137.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$5.00
  - (2) Court Document Storage Fund - \$5.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$0.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$40.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$25.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$10.00
- d. ~~\$2928~~.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - ~~\$24~~20.00

D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$125.00 to be divided as follows:
    - a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
      - (1) General Fund (Circuit Clerk) - \$121.00
      - (2) Court Security Fund - \$4.00
  2. SCHEDULE 2: \$155.00 to be divided as follows:
    - a. \$35.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - (1) Court Automation Fund - \$15.00
      - (2) Court Document Storage Fund - \$15.00
      - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
    - b. \$10.00 to be remitted to the State Treasurer and distributed as follows:
      - (1) Mandatory Arbitration Fund - \$8.00
      - (2) Access to Justice Fund - \$2.00
    - c. \$110.00 to be remitted to the County Treasurer and distributed as follows:
      - (1) General Fund (Circuit Clerk) - \$92.00
      - (2) Court Security Fund - \$15.00
      - (3) Children's Waiting Room Fund - \$3.00
- E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:
1. Alias summons or citation: \$5.00
  2. Jury services: \$212.50
  3. Change of venue: \$40.00
  4. Petition to vacate or modify:
    - a. If filed within 30 days: \$50.00
    - b. If filed after 30 days: \$75.00
    - c. Notice sent to Secretary of State: \$40.00
  5. Appeals preparation:
    - a. If record is 100 pages or less: \$50.00
    - b. If record is between 100 and 200 pages: \$100.00
    - c. If record is 200 pages or more: Add'l fee of \$0.25 per page
  6. Garnishment, wage deduction, and citation proceedings:
    - a. Amount in controversy \$1,000 or less: \$15.00
    - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
    - c. Amount in controversy greater than \$5,000: \$50.00

7. Collections:
  - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
  - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
8. Mailing: \$10.00 plus the cost of postage
9. For each certified copy of a judgment, following the first copy: \$10.00
10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - (1) \$2.00 for the first page
    - (2) \$0.50 per page for the next 19 pages
    - (3) \$0.25 per page for all additional pages
11. For each record search, within a division or municipal district: \$6.00 for each year searched
12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
13. Performing a marriage in court: \$10.00
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records
16. Probate filings:
  - a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
  - b. Filing a claim:
    - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
    - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
    - (3) Amount claimed greater than \$10,000: \$60.00
  - c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00

- d. For a jury demand: \$137.50
- e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
- f. For each exemplification: \$2.00 plus the fee for certification

17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00

#### F. Unpaid Fees.

- 1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
- 2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

#### Sec. 34 – 3. Criminal Assessments.

A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

#### B. Schedules:

##### 1. SCHEDULE 1: Generic Felony Offenses

a. The Clerk shall collect \$549.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund

- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$195.00 to the State Treasurer

## 2. SCHEDULE 2: Felony DUI Offenses

a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$230.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,110.00 to the State Treasurer

(3) \$200.00 to the treasurer of the unit of local government of the arresting agency

## 3. SCHEDULE 3: Felony Drug Offenses

a. The Clerk shall collect \$2,215.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00

- iv. Specialty Courts: \$15.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,861.00 to the State Treasurer

#### 4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

#### 5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:

- i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$155.00 to the State Treasurer
  - (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 6. SCHEDULE 6: Misdemeanor DUI Offenses

- a. The Clerk shall collect \$1,381.00 and remit as follows:
  - (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$225.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$155.00
      - ii. Court Security Fund: \$50.00
      - iii. Children's Waiting Room Fund: \$5.00
      - iv. Specialty Courts: \$15.00
    - (f) \$10.00 to the Child Advocacy Center Fund
    - (g) \$2.00 to the State's Attorney Records Automation Fund
    - (h) \$2.00 to the Public Defender Records Automation Fund
    - (i) \$10.00 to the County Jail Medical Costs Fund
    - (j) \$20.00 to the Probation and Court Services Fund
  - (2) \$707.00 to the State Treasurer
  - (3) \$352.00 to the treasurer of the unit of local government of the arresting agency

#### 7. SCHEDULE 7: Misdemeanor Drug Offenses

- a. The Clerk shall collect \$905.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

8. SCHEDULE 8: Misdemeanor Sex Offenses

- a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund

- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$150.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$80.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
- (2) \$97.00 to the State Treasurer
- (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

10. SCHEDULE 10: Minor Traffic Offenses

a. The Clerk shall collect \$226.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$60.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$2.00
    - iv. Specialty Courts: \$3.00
- (2) \$46.00 to the State Treasurer

- (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

11. SCHEDULE 10.5: Truck Weight and Load Offenses

- a. The Clerk shall collect \$260.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$92.00 to the State Treasurer

12. SCHEDULE 11: Conservation Offenses

- a. The Clerk shall collect \$195.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

a. The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$47.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$37.00
    - ii. Court Security Fund: \$10.00
- (2) \$14.00 to the State Treasurer
- (3) \$50.00 to the treasurer of the unit of local government of the arresting agency

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$22.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$12.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.

2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on August 23, 2021.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully submitted,

**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

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

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

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

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

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

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

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

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the County Board of the County of Winnebago, Illinois.

\_\_\_\_\_  
Joseph V. 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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_



## Resolution Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Finance

**Committee Date:** December 16, 2021

**Resolution Title:** Resolution for Approval of Budget Amendment for Justice For Families Grant Fund 01069

**County Code:** Winnebago County Annual Appropriation Ordinance

**Board Meeting Date:** December 21, 2021

### Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$182,958
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-01069	Budget Impact:	Neutral

**Background Information:** Justice for Families Grants awarded by the DOJ Office on Violence Against Women support administrative functions and advocacy services for the Winnebago County Domestic Violence Coordinated Courts. This amendment serves to make corrective accounting adjustments to maintain available program funds in separate Munis accounts.

**Recommendations:** Finance Department guidance suggests this accounting adjustment should be made to maintain separation between no-cost extension program funding (01069) and new program funding (10189).

**Contract/Agreement:** The funding award and Budget is available for review.

**Legal Review:** Fiscal adjustment only.

**Follow-Up:** Update Munis Accounting records.

**2022 Fiscal Year**

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

Finance: Dec 16, 2021

Layover: Dec 21, 2021

**Final Vote:**

**2021 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2022 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, Justice for Families Grants support administrative functions and advocacy services for the Winnebago County Domestic Violence Coordinated Courts.

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the decreases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2022- Justice for Families Grant Fund 01069

**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 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

2022  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		12/8/2021		AMENDMENT NO: 2022-	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		60900-01069		DEPT. BUDGET NO.	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
60900	41110	Regular Salary	\$35,360	\$0	\$35,360	(\$3,360)	\$32,000
60900	41120	Temp Salary	\$29,920	\$0	\$29,920	(\$29,920)	\$0
60900	41211	Health Insurance	\$2,564	\$0	\$2,564	\$8,436	\$11,000
60900	41221	Life Insurance	\$54	\$0	\$54	(\$33)	\$21
60900	41231	IMRF	\$4,233	\$0	\$4,233	(\$2,033)	\$2,200
60900	41241	FICA	\$4,536	\$0	\$4,536	(\$2,281)	\$2,255
60900	42110	Supplies	\$4,127	\$0	\$4,127	(\$3,627)	\$500
60900	43190	Other Professional Services	\$95,294	\$0	\$95,294	(\$55,110)	\$40,814
60900	43310	Travel	\$6,620	\$0	\$6,620	(\$5,498)	\$1,122
60900	44140	Central Stores Printing	\$250	\$0	\$0	(\$250)	\$0
TOTAL ADJUSTMENT:						(\$93,046)	\$89,912

**Reason budget amendment is required:**

This amendment makes an accounting adjustmnet to separate no-cost extension funding (10169) from new grant awad funding (01089). No-cost extension funds were awarded and can be expended through March 31, 2022. This grant does not require any matching County funds.

**Potential alternatives to budget amendment:**

N/A

**Impact to fiscal year 2023 budget:**

N/A

**Revenue Source:** DOJ - Office on Violence Against Women



## Resolution Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Finance

**Committee Date:** December 16, 2021

**Resolution Title:** Resolution for Approval of Budget Amendment for Justice For Families Grant Fund 01089

**County Code:** Winnebago County Annual Appropriation Ordinance

**Board Meeting Date:** December 21, 2021

### Budget Information:

<b>Was item budgeted?</b>	No	<b>Appropriation Amount:</b>	200,164
<b>If not, explain funding source:</b> DOJ Office on Violence Against Women			
<b>ORG/OBJ/Project Code:</b>		60900-01089	<b>Budget Impact:</b> Neutral

**Background Information:** Justice for Families Grants awarded by the DOJ Office on Violence Against Women support administrative functions and advocacy services for the Winnebago County Domestic Violence Coordinated Courts. This amendment serves to make corrective accounting adjustments to maintain available program funds in separate Munis accounts.

**Recommendations:** Finance Department guidance suggests this accounting adjustment should be made to maintain separation between no-cost extension program funding (01069) and new program funding (10189).

**Contract/Agreement:** The funding award and budget is available for review.

**Legal Review:** Fiscal adjustment only.

**Follow-Up:** Update Munis Accounting records.

**2022 Fiscal Year**

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

Finance: December 16, 2021  
Lay Over: December 21, 2021  
**Final Vote:**

**2021 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2022 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, Justice for Families Grants support administrative functions and advocacy services for the Winnebago County Domestic Violence Coordinated Courts.

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2022- Justice for Families Grant Fund 01089

**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 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

2022  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		12/8/2021		AMENDMENT NO: 2022-	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		60900-01089		DEPT. BUDGET NO.	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
60900	41110	Regular Salary	\$0	\$0	\$0	\$35,360	\$35,360
60900	41120	Temp Salary	\$0	\$0	\$0	\$29,920	\$29,920
60900	41211	Health Insurance	\$0	\$0	\$0	\$19,770	\$19,770
60900	41221	Life Insurance	\$0	\$0	\$0	\$54	\$54
60900	41231	IMRF	\$0	\$0	\$0	\$4,233	\$4,233
60900	41241	FICA	\$0	\$0	\$0	\$4,536	\$4,536
60900	42110	Supplies	\$0	\$0	\$0	\$4,127	\$4,127
60900	43190	Other Professional Services	\$0	\$0	\$0	\$95,294	\$95,294
60900	43310	Travel	\$0	\$0	\$0	\$6,620	\$6,620
60900	44140	Central Stores Printing	\$0	\$0	\$0	\$250	\$250
<b>TOTAL ADJUSTMENT:</b>						\$200,164	\$200,164

Reason budget amendment is required:

This amendment establishes a new grant award from the DOJ Office on Violence Against Women. This grant provides administrative support and advocacy services for the Domestic Violence Coordinated Court. This is a 3 year grant with a term that runs through September 30, 2024. This grant does not require any matching County Funds.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2023 budget:

N/A

Revenue Source: DOJ - Office on Violence Against Women



## Resolution Executive Summary

**Prepared By:** Department of Information Technology  
**Committee:** Finance Committee  
**Committee Date:** December 16, 2021  
**Resolution Title:** Resolution for Gigabit to the Desktop Project Tech Engineering  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** December 21, 2021  
**Budget Information:**

<b>Was item budgeted?</b>	Yes - ARP Funded	<b>Appropriation Amount:</b>	\$1,779,428.67
<b>Baker-Tilly ARP Compliance Review:</b> Yes, Approved			
<b>ORG/OBJ/Project Code:</b> 61300-46600-RP008		<b>Budget Impact:</b> None - using ARP funds	

### Background Information:

The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. Covid19 placed an extreme demand, at times causing network congestion, on bandwidth whereas the increase in remote computing required fast and secure access to internal and external electronic resources. Law enforcement, public health, courts, the nursing home, elections and other essential workers require both on premise and remote access to electronic resources. Covid19 also created the requirement to become more creative with bi-directional data sharing with trading partners such as Axon, IDPH, IDOC, AOIC, prescription providers, medical providers, law enforcement agencies and others increasing the need for bandwidth. Covid19 also magnified the need to provide internet service to the unserved or underserved citizens in Winnebago County.

### Recommendation:

The Winnebago County Chief Information Officer recommends using Heartland's recommendations for Gigabit to the Desktop Project materials. As well as approving the work and materials submitted by ProCom, iFiber, Urban Communications and ITSavvy. All materials and services are obtained at government rates.

### Contract/Agreement:

County to execute a PO for Heartland Business Solutions, ProCom, iFiber, Urban Communications, and ITSavvy (Exhibits A-E)

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION AWARDING GIGABIT TO DESKTOP PROJECT TECH ENGINEERING**

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**WHEREAS**, the County of Winnebago Department of Information Technology; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement from Heartland Business Systems, Resolution Exhibit A, received for the aforementioned service and recommends awarding an agreement; 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 Order with HEARTLAND BUSINESS SYSTEMS 5400 PATTON DRIVE, SUITE 4B LISLE, ILLINOIS 60532, in the fixed cost of ONE MILLION, TWO HUNDRED AND TWENTY FOUR THOUSAND, THREE HUNDRED AND FOUR DOLLARS AND NINETY FOUR CENTS (\$1,224,304.94), KELSO-BURNETT 5200 NEWPORT DRIVE, ROLLING MEADOWS, ILLINOIS 60008, in the fixed cost of TWO HUNDRED AND THIRTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$237,700.00), IFIBER PO BOX 1189, DEKALB, IL, 60115, in the fixed cost of THIRTY SIX THOUSAND DOLLARS (\$36,000.00), URBAN COMMUNICATIONS 5320 WEST 159<sup>TH</sup> STREET, SUITE 503, OAK FOREST, ILLINOIS, 60452, in the fixed cost of TWO HUNDRED AND FORTY NINE THOUSAND, ONE HUNDRED SIXTY FOUR DOLLARS (\$249,164.00), ITSAVVY, 33 NORTH LASALLE STREET, SUITE 2200, CHICAGO, ILLINOIS, 60602, in the fixed cost of THIRTY TWO THOUSAND, TWO HUNDRED FIFTY NINE DOLLARS AND SEVENTY THREE CENTS (\$32,259.73)

**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 Department of Information Technology, Department, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JAIME SALGADO, CHAIRMAN

---

JAIME SALGADO, CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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

# EXHIBIT A



## Proposal

Estimate Name: 21-LH-091 Winnebago County Fiber and backbone upgrades

Estimate #: 21-LH-091

Date: 12/06/2021

### Scope of Work:

Pro-Com Systems will Complete work to upgrade all locations for the County listed below:

#### RDOIT Plan

- SMF patch box located as close to RDOIT as possible which uplinks floors 1-4
- Run SMF for Basement IDF and floors 5-9 to RDOIT
- Run 526 W State (Adult Probation) hybrid fiber to RDOIT
- Run North Court fiber in boiler room to RDOIT
- Migrate core switches to RDOIT
- Run SMF from Courthouse Basement IDF to RDOIT (2 rooms away)

#### Admin Plan

- Run SMF from each floor IDF to 5<sup>th</sup> floor MDF
- MDF on 5<sup>th</sup> FI
  - Change SC to LC connectors
  - Add IDF SMF to existing "to OCH patch panel"
- IDFs (one on each floor)
  - Add new SMF to existing fiber patch panels
  - CAT6 modular patch panels installed
  - Remove obsolete MMF patch panels which run to Admin basement (1 per IDF)
  - 2<sup>nd</sup> FI IDF
    - Rack is at eye level. Going to speak with Shawn regarding whether or not grey box above rack is used. If not, will want to remove grey box and mount rack higher on wall.

#### Animal Services Plan

- Run SMF from office splice box to IDF
- Terminate SMF from Animal Services to existing patch panel @ 911
- 8 CAT6 drops from 'officer room' to IDF

#### 911 Plan

- Terminate SMF from Animal Services
- MMF and copper patch panels between WinCo server rack and racks in MDF
  - 48 CAT6A
  - 24 MMF
- Consolidate Animal Services hybrid fiber with 12 pairs to RBNH into single fiber patch panel
- MMF within datacenter will have separate patch panel

#### Carrie Lynn Plan

- New patch panel to accommodate CAT6

#### Juvenile Detention Plan

- Relocate current patch panel to new rack on other side of wall in Kitchen storage.
- Require new enclosed rack

### **Highway Plan**

- Run SMF to Sign Shop and Maintenance. Can terminate to existing fiber patch panel at each location. Will require compatible LC adapters.

### **CJC Plan**

- Consolidate into existing fiber patch – replace SC w/ LC
- Copper and fiber runs between two server racks to switch area on other row. Install new cable bridge between server racks and switch row.
  - There will be two server racks which will have the following at top of rack:
    - 48 CAT6A (96 total)
    - 48 Pairs of MMF (96 total)
    - 12 Pairs of SMF (24 total)
- SMF from MDF to EOC IDF
- SMF from Radio Room to MDF

### **North Court Fiber Plan**

- Terminate 12 strands from 96 strand cable into North Court 1<sup>st</sup> floor MDF. (~\$2k)
- Upgrade existing fiber connectors from SC to LC.
- Get block of 12 strands from City of Rockford (there is plenty of capacity still for City of Rockford)
- Terminate 6 strands @ RDOIT
- Terminate 6 strands @ CJC
- Run SMF between floors – headend being in basement MDF

### **526 W State St Plan**

- Run fiber between floors – headend @ 4<sup>th</sup> floor. Utilize existing patch panel
- Upgrade existing fiber connectors from SC to LC
- Relocate SMF run to CH cage to RDOIT

### **Old CH - Current**

- Old CH connects to CH Core switch in CH cage via SMF patch panel.
- How many pairs are terminated?
  - We will need two pairs (1 ran to each CH core switch in RDOIT)

### **Old CH Plan**

- Leave splice box in basement room for connection to Admin. Fiber will be spliced into RDOIT
- Remove old MMF and run new SMF from floors 1-3 directly to RDOIT

### **CH Plan**

- Remove SMF patch panel which connects floors 1-4.
  - Replace with fiber splice box which will be located as close to RDOIT as possible
- Run new SMF from floors 5-9 directly to RDOIT
- Keep access switch in CH Cage which will uplink to cores in RDOIT via existing “To RDOIT SMF” patch panel.
- Remove SMF Patch panel “To OCH Bay 2”.

- Admin core switches will be accessed via fiber splice box in OCH basement which connects directly to RDOIT.

### **JJC Plan**

- Replace SC connectors with LC
- Run SMF between 1<sup>st</sup> and 2<sup>nd</sup> floors

### **River Bluff Plan**

- SMF from basement IDF to each wing IDF

Updated from Monday 11-29-2021 call with Tim:

- 1) Hold on the SMF fiber upgrade to RDoIT and CJC
- 2) Decrease the fiber and copper counts in datacenters of CJC and County 911 centers
- 3) Move the copper patch panel accross the room in the 3rd floor of the courthouse from the wall location to the floor mounted rack (Approx. 48 cables)
- 4) On the 8th floor of the courthouse turn the rack 90 degrees to face the door. use old rack if possible, upon review that is not possible and a 2 post rack rack will be provided to the county and placed all the way over to the left of the room for clearance
- 5) On the 1st floor of the courthouse pull in two new Cat6 cables from rm.107 to the main security desk
- 6) At the North Court building provide and install a 12 count SMF fiber cable and LCUPS terminations at each end with 1U rack mount PP in the EOC for the health department.

Selling Price:

**\$237,700.00**

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### **Inclusions/Exclusions:**

- Applicable sales taxes ~~are~~ (not) included in this proposal.
- Conduit, standard back boxes and 120 volt power ~~are~~ (not) included in this proposal.
- No addenda are acknowledged with this proposal.

**General Terms and Conditions:**

1. Where specific inclusions/exclusions to this proposal have been included at the time of bid, the project specific inclusions and exclusions shall supersede these general terms.
  2. **Conditions of Performance:** The responsibility of Pro Com Systems with respect to the services to be performed hereunder shall be limited to either the customer's side of the interconnect devices connecting the equipment to the system operated by the local telephone or other relevant utility, or if no such interconnect devices exist, to the customer's side of the point of connect between the equipment and said local system. The customer shall allow employees of Pro Com Systems free access to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this agreement. Any maintenance or service work performed on the equipment by others during or after the period of this agreement without written consent of Pro Com Systems, shall cause any warranty granted to customer by Pro Com Systems under this agreement to become null and void.
  3. **Force Majeure:** The timeliness of performance by Pro Com Systems of maintenance or services hereunder or the performance of any other obligations of Pro Com Systems under this agreement is in every case subject to delays caused by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain materials or power, civil commotion, governmental laws, regulations or orders, acts or inaction of customer, inability of Pro Com System's subcontractors to perform, or any other cause beyond the reasonable control of Pro Com Systems, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Pro Com Systems). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.
  4. **Limitation of Liability:** The customer agrees that neither Pro Com Systems nor its subcontractor shall be liable for any loss or damage to the equipment or other property or injury or death to the customer's agent, employees or customers arising in connection with the maintenance or other services provided by Pro Com Systems or its subcontractor under this agreement unless such loss, injury, death or damage results solely from the gross negligence or willful misconduct of Pro Com Systems' officers, employees or agents or those of Pro Com Systems' subcontractor. In no event shall Pro Com Systems or its subcontractor be liable for any indirect, incidental, consequential or special damages (including, without limitation, any loss by customer of business, revenues or goodwill), arising in connection with this agreement or the equipment or any services performed for materials provided incidental thereto.
  5. **Installation Warranty:** Pro Com Systems will provide a one (1) year limited warranty on labor and workmanship only, beginning from date of completion on the installation, or the agreed upon warranty date as prescribed by the architect or engineer if applicable. **This warranty is void if the product has been damaged by accident, unreasonable use, acts of god, unauthorized programming or maintenance of software systems by parties not authorized to do so, or other causes not arising out of defects in workmanship.** All workmanship warranty claims are subject to evaluation and review by Pro Com Systems.
- Manufacturer's Warranties:** Pro Com Systems shall provide a copy of all manufacturer warranty policies to the end user. All such material warranties shall be honored by manufacturer, and Pro Com Systems holds no responsibility for the enforcement of warranty claims for materials found to be defective by the manufacturer. This policy shall apply to manufacturers and products that Pro Com Systems is the manufacturer's representative of and for items purchased under contract between Pro Com Systems and the end user.
- Firmware upgrades, product recalls, safety bulletins and other manufacturer driven warranty issues:** Firmware upgrades, product recalls, safety bulletins and other manufacturer driven warranty issues are not covered under the installation warranty provided by Pro Com Systems. In the event a product requires installation labor due to firmware or software upgrades, product recall bulletins, safety bulletins and the like, Pro Com Systems will assist the end user in the replacement or repair of such items, however, the labor required by Pro Com pertaining to removal, reinstallation, technical support via phone, email or other means, shipping costs and related documentation issues shall be borne by the end user.
6. **Terms and Payment:** 50% upon acceptance, 50% upon completion.
    - A. Unless otherwise specified in a signed Pro Com Systems proposal, payments due from the customer to Pro Com Systems hereunder shall be made within thirty days from the date of Pro Com Systems' invoice. All new customers are subject to payment in advance via certified check or money order.
    - B. Customer shall pay a late charge of 1.5% per month (18% annual percentage rate) or at the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month, or fraction thereof, that any payments to Pro Com Systems are in arrears, based upon the schedule of payments set forth above.
    - C. Pro Com Systems may terminate this agreement in the event that customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against customer under any law having for its purpose the adjudication of customer a bankrupt or the reorganization of the customer, or may be cancelled by Pro Com Systems without notice should customer default in any payments due Pro Com Systems as herein provided.
  7. **Legal Costs and Expenses:** In the event the Pro Com Systems shall incur any legal fees or costs or expenses in order to enforce or attempt to enforce this agreement caused by a breach hereof or default herein by the customer, the customer shall pay all such attorneys' fees and cost, provided that they are reasonably incurred by Pro Com Systems, said cost to be paid within 30 days following the date that they accrue to Pro Com Systems.
  8. **Assignment:** Pro Com Systems may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this agreement. Any subcontractor performing maintenance services or other services hereunder will be subject to the same terms and conditions as are set forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder except upon the prior written consent of Pro Com Systems, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without Pro Com Systems' prior written consent shall be null and void.

9. **Contractor Status:** It is understood and agreed that Pro Com Systems is neither the agent nor employee of the manufacturer of the equipment or any lessor thereof, and unless expressly set forth herein Pro Com Systems does not assume responsibility for the obligations of said manufacturer or any lessor under any warranty or agreement of the manufacturer or lessor. It is, however, understood that all references herein to the equipment specifications shall be deemed to include the specifications, recommendations or requirement of any manufacturer of the equipment.

10. **Governing Law, Jurisdiction and Venue:** This contract shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute hereunder, the parties consent to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois. Any state court action, or any alternative dispute resolution proceeding shall be filed and maintained in Winnebago County, Illinois and any federal court action shall be maintained in the federal court venue nearest to Winnebago County, Illinois.

11. **Entire Agreement:** This agreement shall constitute the entire agreement between the customer and Pro Com Systems irrespective of inconsistent or additional terms or conditions in customer's purchase orders or other documents submitted by the customer to Pro Com Systems. This agreement supersedes any other agreement whether written or verbal between the customer and Pro Com Systems and this Agreement may not be modified except by a written amendment specifically referencing this Agreement.

12. **Binding Effect:** This agreement shall be binding upon the parties hereto and their heirs, executors, personal representative, beneficiaries, successors and assigns, subject to the limitation of assignment set forth herein.

13. **Additional Terms and Conditions:** Acceptance of this proposal either by signature, purchase order, contract or other written authorization constitutes acceptance of the above written terms and conditions. Any deviations or changes to the terms listed above must be made before acceptance of this proposal via written authorization is granted.

I hereby accept this quotation and authorize the contractor to complete the above described work.

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

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

## Aruba Switching - Gig to the Desktop

Quote #264376 v1

**Prepared For:**
**County of Winnebago**

 August (Gus) Gentner  
 404 Elm St Suite 506  
 Rockford, IL 61101

**P:** (815) 319-4300

**E:** gus@wincoil.us

**Prepared By:**
**Chicago Illinois Office**

 Jim Dillon  
 5400 Patton Drive Suite 4B  
 Lisle, IL 60532

**P:** 630-786-6047

**E:** jdillon@hbs.net

**Date Issued:**
**12.07.2021**
**Expires:**
**01.04.2022**

Aruba Switching		Price	Qty	Ext. Price
R0X26A	HEWLETT PACKARD ENTERPRISE : Aruba 6405 Swch	\$6,152.87	28	\$172,280.36
R0X41A	HEWLETT PACKARD ENTERPRISE : Aruba 6400 48p SR5 CL6 PoE 4SFP56 Mod	\$5,649.39	86	\$485,847.54
R0X27A	HEWLETT PACKARD ENTERPRISE : Aruba 6410 Swch	\$10,710.87	1	\$10,710.87
R0X35A#ABA	HEWLETT PACKARD ENTERPRISE : Aruba 6400 1800W PS/C16 Accessory U.S. - English localization	\$1,139.07	116	\$132,132.12
R0X31A	HEWLETT PACKARD ENTERPRISE : Aruba 6400 Management Module	\$4,101.77	29	\$118,951.33
JL659A	HEWLETT PACKARD ENTERPRISE : Aruba 6300M 48SR5 CL6 PoE 4SFP56 Swch	\$7,064.47	28	\$197,805.16
JL087A#ABA	HEWLETT PACKARD ENTERPRISE : HP X372 54VDC 1050W 100-240VAC PS	\$549.97	56	\$30,798.32
J9151E-AO	AddOn HP J9151E Compatible TAA Compliant 10GBase-LR SFP+ Transceiver (SMF, 1310nm, 10km, LC, DOM) - 100% compatible and guaranteed to work	\$293.39	2	\$586.78
JL486A-AO	AddOn HP SFP28 Module - For Optical Network, Data Networking - 1 x LC 25GBase-LR Network - Optical Fiber - Single-mode - 25 Gigabit Ethernet - 25GBase-LR - Hot-swappable - TAA Compliant	\$1,167.52	60	\$70,051.20
J4859C-AO	AddOn HP J4859C Compatible TAA Compliant 1000Base-LX SFP Transceiver (SMF, 1310nm, 10km, LC) - 100% compatible and guaranteed to work	\$46.26	86	\$3,978.36
JL294A-AO	AddOn Twinaxial Network Cable - 3.28 ft Twinaxial Network Cable for Network Device - First End: 1 x SFP28 Male Network - Second End: 1 x SFP28 Male Network - 25 Gbit/s - 1 - TAA Compliant	\$58.77	10	\$587.70
JL487A-AO	AddOn SFP28 Network Cable - 1.64 ft SFP28 Network Cable for Network Device - First End: 1 x SFP28 Male Network - Second End: 1 x SFP28 Male Network - 25 Gbit/s - 30 AWG - 1 - TAA Compliant	\$57.52	10	\$575.20
		Subtotal		<b>\$1,224,304.94</b>

Quote Summary		Amount
Aruba Switching		\$1,224,304.94
<b>Total:</b>		<b>\$1,224,304.94</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

## Acceptance

Chicago Illinois Office

County of Winnebago

Jim Dillon

Signature / Name

12/07/2021

Date

Signature / Name

Initials

Date

# EXHIBIT C



## Service Proposal

iFiber  
P.O. Box 755  
Sycamore, IL 60178  
Fax: 815-753-8113  
Voice: 815-753-2460

Date: December 1, 2021  
Prepared By: Joe Trickey  
Phone: 815-753-5798  
E-Mail: [jtrickey@niu.edu](mailto:jtrickey@niu.edu)  
Job Code: LIT210074F

TO Eric Apitz  
Winnebago County  
404 Elm Street,  
Rockford, IL 61101  
815-319-4306 / eapitz@WinColl.us

### County 911 to Criminal Justice Center Dark Fiber

ID	Recurrign Charges	Qty	Monthly Charge	Annaul Charge
1	Dark Fiber Point to Point on iFiber network 5yr term. Community Anchor Institution Rates - Multi Circuit Discount (\$1,200/month standard rate) A Loc: Winnebago County 911 4511 N Main Z-Loc: Criminal Justice Center 650 W. State Rockford, IL	1	\$ 600.00	\$ 7,200.00
				\$ -
				\$ -
Annual Recurring Charges				\$ 7,200.00

ID	Non-Recurring Charges	Qty	Unit Cost	TOTAL
2	Fiber Make Ready - 2 fibers Dedicated Dark Fiber 4511 N Main to Uofl Distro , 650 W State to Zeke Giorgi Distro (5.7 miles / 9.17km)	1	\$ 3,950.00	\$ 3,950.00
3	Engineering Fees	1	\$ 750.00	\$ 750.00
				\$ -
				\$ -
Non-Recurring Cost Total				\$ 4,700.00
Year 1 Cost Total				\$ 11,900.00
Total 5 year contract				\$ 36,000.00

**Special Award Conditions and Notes:** Customer has option to pay all one time and annual fee's in one lump sum, in order to utilize one time grant funds.

Sign here to accept this proposal \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you!**

Proposals are good for 90 days



**EXHIBIT A-2**  
**Service Order 3**

**As a Service Order to the Master Services Agreement between Illinois Fiber Resources Group “iFiber” and the Criminal Justice Center. Effective June 1<sup>st</sup> 2019.**

**Dark Fiber Link Criminal Justice Center to Winnebago County 911**

**Organization:** Criminal Justice Center

**Term:** 60 months    **Service Dates:** Start: 2/1/2022 - End: 1/31/2027

**\*Delayed install Service Start Dates (iFiber use only):** Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Job Code:** LIT210074F

**Supported Location(s)**

<u>Location</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
Criminal Justice Center	650 W. State Street	Rockford	61101
Winnebago County 911	4511 N Main Street	Rockford	61103

**Service(s) and Pricing**

<u>Location(s)</u>	<u>Service</u>	<u>Bandwidth</u>	<u>Yearly Cost</u>	<u>NRC</u>
Criminal Justice Center to WC 911	CAI – Dark Fiber Service	n/a	\$7,200	\$4,700

**Service Description and Special Award Conditions:** Customer has option to pay all one time and recurring charges up front. Dark Fiber service consists of 1 pair (2 strands) of single mode fiber. See attached route map. ~5.7 miles / 9.17km. Service Dates are the contracted dates unless there is an unforeseen delay in implementation/construction, then delayed dates becomes the service period.

**User Requirements**

1. Allow timely access to the facility for the fiber optic cable and related equipment installations

By signing, Criminal Justice Center and Illinois Fiber Resources Group (“iFiber”) considers all associated requirements of the contractual terms on this specific project to be satisfactory.

iFiber

Criminal Justice Center

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

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

Name: Marc Thorson

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

Title: NIU - Executive Director

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

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

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







## Dragonwave Harmony Proposal

**Customer:** 911 Tower to Courthouse  
**Contact:** Gus Genter  
**Address:** 4511 North Main Street  
**City, State, Zip:** Rockford, IL  
**Suite, Floor:**  
**Phone:** 815-319-4317

## MATERIAL

QUANTITY	DESCRIPTION	COST	EXTENDED
	Wireless		
2	Harmony Enhanced MC 18 GHz Band 1 TxL, High Power	\$4,950.00	\$9,900.00
2	Harmony Enhanced MC 18 GHz Band 1 TxH, High Power	\$4,950.00	\$9,900.00
4	3m Grounding Cable	\$32.00	\$128.00
4	1500 Mbps capacity License	\$2,500.00	\$10,000.00
4	250W AC/DC Adapter with AC Cord (NA and EUR)	\$315.00	\$1,260.00
4	Outdoor Surge Arrestor, 3 Input (2 Copper, 1 Power)	\$380.00	\$1,520.00
4	Dual Carrier Operation	\$500.00	\$2,000.00
4	ACM License	\$250.00	\$1,000.00
4	5 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in	\$1,875.00	\$7,500.00
2	18 GHz Dual Polarization Coupler, MC	\$2,800.00	\$5,600.00
2	2' / 60cm, Antenna; Clip-Mount	\$750.00	\$1,500.00
4	10 GB Fiber Optic	\$150.00	\$600.00
2	Power cable reel, Shielded, 16AWG	\$975.00	\$1,950.00
1	Outdoor Fiber optic cable	\$2,500.00	\$2,500.00
1	5-Year Preventative Maintenance	\$4,000.00	\$4,000.00
		SUBTOTAL:	\$59,358.00
QUANTITY	SHIPPING	COST	EXTENDED
1	Shipping	\$500.00	\$500.00
		SUBTOTAL:	\$500.00

## LABOR

[illegible]

**TERMS:** Total due upon receipt of invoice.

All material is guaranteed to be as specified. All work performed is guaranteed to be free of defects for a period of one year from date of completion. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

*Customer warrants to Contractor not to disclose this confidential quote to other contractors or third parties who may bid on this project.*

THIS QUOTE IS GOOD FOR 30 DAYS

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_ UC Authorized Officer



<b>Customer:</b>	Health Department
<b>Contact:</b>	Gus Genter
<b>Street Address:</b>	555 North Court Street
<b>City, State, Zip:</b>	Rockford, IL
<b>Suite, Floor:</b>	
<b>Phone:</b>	815-319-4317

QUANTITY	DESCRIPTION	COST	EXTENDED
	<b>Wireless</b>		
1	Harmony Enhanced MC 23 GHz Band 1 TxH, Standard Power	\$4,700.00	\$4,700.00
1	Harmony Enhanced MC 23 GHz Band 1 TxL, Standard Power	\$4,700.00	\$4,700.00
2	3m Grounding Cable	\$32.00	\$64.00
2	1000 Mbps capacity License	\$2,000.00	\$4,000.00
2	250W AC/DC Adapter with AC Cord (NA and EUR)	\$315.00	\$630.00
2	Outdoor Surge Arrestor, 3 Input (2 Copper, 1 Power)	\$380.00	\$760.00
1	Power cable reel, 300m, Shielded, 16AWG	\$975.00	\$975.00
2	5 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in P	\$1,875.00	\$3,750.00
2	Dual Carrier Operation	\$500.00	\$1,000.00
2	ACM License	\$250.00	\$500.00
2	1' / 30cm, Antenna, Clip-Mount	\$500.00	\$1,000.00
2	Outdoor Data Cable	\$375.00	\$750.00
1	5-Year Preventative Maintenance	\$4,000.00	\$4,000.00
		<b>SUBTOTAL:</b>	\$26,829.00

[illegible]

**TERMS:** Total due upon receipt of invoice.

*Customer warrants to Contractor not to disclose this confidential quote to other contractors or third parties who may bid on this project.*

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_ UC Authorized Officer



<b>Customer:</b>	Winnebago County - HWY to 911 Tower
<b>Contact:</b>	Gus Genter
<b>Street Address:</b>	424 N Springfield Ave
<b>City, State, Zip:</b>	Winnebago, IL
<b>Suite, Floor:</b>	
<b>Phone:</b>	815-319-4317

QUANTITY	DESCRIPTION	COST	EXTENDED
	<b>Wireless</b>		
1	Harmony Enhanced MC 18 GHz Band 1 TxL, High Power	\$4,950.00	\$4,950.00
1	Harmony Enhanced MC 18 GHz Band 1 TxH, High Power	\$4,950.00	\$4,950.00
2	3m Grounding Cable	\$32.00	\$64.00
2	1000 Mbps capacity License	\$2,000.00	\$4,000.00
2	250W AC/DC Adapter with AC Cord (NA and EUR)	\$315.00	\$630.00
2	Outdoor Surge Arrestor, 3 Input (2 Copper, 1 Power)	\$380.00	\$760.00
1	Power cable reel, 300m, Shielded, 16AWG	\$975.00	\$975.00
2	5 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in P	\$1,875.00	\$3,750.00
2	Dual Carrier Operation	\$500.00	\$1,000.00
2	ACM License	\$250.00	\$500.00
2	2' / 60cm, Antenna; Clip-Mount	\$750.00	\$1,500.00
2	Outdoor Data Cable	\$375.00	\$750.00
1	5-Year Preventative Maintenance	\$4,000.00	\$4,000.00
		<b>SUBTOTAL:</b>	<b>\$27,829.00</b>

[illegible]

**TERMS:** Total due upon receipt of invoice.

**THIS QUOTE IS GOOD FOR 30 DAYS**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_ UC Authorized Officer



<b>Customer:</b>	Juvenile Detention to 911 Tower
<b>Contact:</b>	Gus Gentner
<b>Street Address:</b>	5350 Northrock Drive
<b>City, State, Zip:</b>	Rockford, IL, 61101
<b>Suite, Floor:</b>	
<b>Phone:</b>	815-319-4321

QUANTITY	DESCRIPTION	COST	EXTENDED
	<b>Wireless</b>		
1	Harmony Enhanced MC 23 GHz Band 1 TxH, Standard Power	\$4,700.00	\$4,700.00
1	Harmony Enhanced MC 23 GHz Band 1 TxL, Standard Power	\$4,700.00	\$4,700.00
2	3m Grounding Cable	\$32.00	\$64.00
2	1000 Mbps capacity License	\$2,000.00	\$4,000.00
2	250W AC/DC Adapter with AC Cord (NA and EUR)	\$315.00	\$630.00
2	Outdoor Surge Arrestor, 3 Input (2 Copper, 1 Power)	\$380.00	\$760.00
1	Power cable reel, 300m, Shielded, 16AWG	\$975.00	\$975.00
2	5 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in P	\$1,875.00	\$3,750.00
2	Dual Carrier Operation	\$500.00	\$1,000.00
2	ACM License	\$250.00	\$500.00
2	1' / 30cm, Antenna, Clip-Mount	\$500.00	\$1,000.00
2	Outdoor Data Cable	\$375.00	\$750.00
1	5-Year Preventative Maintenance	\$4,000.00	\$4,000.00
		SUBTOTAL:	\$26,829.00

[illegible]

**TERMS:** Total due upon receipt of invoice.

**THIS QUOTE IS GOOD FOR 30 DAYS**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_ UC Authorized Officer



<b>Customer:</b>	County of Winneebago
<b>Contact:</b>	Gus Genter
<b>Street Address:</b>	404 E Elm Street Suite 506
<b>City, State, Zip:</b>	Rockford, IL, 61101
<b>Suite, Floor:</b>	
<b>Phone:</b>	815-319-4300

[illegible]

LABOR			
QUANTITY	DESCRIPTION	COST	EXTENDED
	Engineering & Licensing		
	Wireless		
		SUBTOTAL:	\$0.00

**TERMS:** Total due upon receipt of invoice.

**THIS QUOTE IS GOOD FOR 30 DAYS**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_ UC Authorized Officer



<b>Customer:</b>	Veterans Memorial Hall
<b>Contact:</b>	Gus Genter
<b>Street Address:</b>	211 N Main Street
<b>City, State, Zip:</b>	Rockford, IL
<b>Suite, Floor:</b>	
<b>Phone:</b>	815-319-4317

QUANTITY	DESCRIPTION	COST	EXTENDED
	<b>Wireless</b>		
1	Harmony Enhanced MC 23 GHz Band 1 TxH, Standard Power	\$4,700.00	\$4,700.00
1	Harmony Enhanced MC 23 GHz Band 1 TxL, Standard Power	\$4,700.00	\$4,700.00
2	3m Grounding Cable	\$32.00	\$64.00
2	1000 Mbps capacity License	\$2,000.00	\$4,000.00
2	250W AC/DC Adapter with AC Cord (NA and EUR)	\$315.00	\$630.00
2	Outdoor Surge Arrestor, 3 Input (2 Copper, 1 Power)	\$380.00	\$760.00
1	Power cable reel, 300m, Shielded, 16AWG	\$975.00	\$975.00
2	5 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in P	\$1,875.00	\$3,750.00
2	Dual Carrier Operation	\$500.00	\$1,000.00
2	ACM License	\$250.00	\$500.00
2	1' / 30cm, Antenna, Clip-Mount	\$500.00	\$1,000.00
2	Outdoor Data Cable	\$375.00	\$750.00
1	5-Year Preventative Maintenance	\$4,000.00	\$4,000.00
		SUBTOTAL:	\$26,829.00

[illegible]

Material Total:	\$26,829.00
Tax on Material:	\$0.00
Shipping Total:	\$500.00
Labor Total:	\$8,300.00
<b>GRAND TOTAL:</b>	<b>\$35,629.00</b>

*All material is guaranteed to be as specified. All work performed is guaranteed to be free of defects for a period of one year from date of completion. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.*

*Customer warrants to Contractor not to disclose this confidential quote to other contractors or third parties who may bid on this project.*

Signature: UC Authorized Officer

Quote Details	
<b>Quote #:</b>	3529390
<b>Date:</b>	11/30/2021
<b>Payment Method:</b>	Net 30 Days
<b>Client PO#:</b>	
<b>Cost Center:</b>	
<b>Shipping Method:</b>	Ground

## Quote

### Bill To:

ACCT #: 502108  
Winnebago County  
Michaela Bradley  
404 Elm Street  
Rockford, IL 61101  
United States

### Ship To:

Winnebago County  
Michaela Bradley  
404 Elm St  
Ste 403  
Rockford, IL 61101-1244  
United States  
815-319-4312

### Client Contact:

Eric Apitz  
(P) 815-319-4321  
EApitz@WinColl.us

### Client Executive:

Brad Craig  
(P) 312.676.5348  
(F) 312.676.5322  
bcraig@ITSavvy.com

**Description:** HPE Aruba WinCo Storage Switches

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>HPE Aruba 8360-32Y4C</b> Switch - L3 - managed - 28 x 1/10/25 Gigabit SFP / SFP+ / SFP28 + 4 x 10 Gigabit / 25 Gigabit SFP28 + 4 x 40/100 Gigabit QSFP+ / QSFP28 - back to front airflow - rack-mountable - TAA Compliant Manufacturer Part #: JL701A	22713065	Y	1	\$13,695.41	\$13,695.41
2 <b>HPE Aruba 8360-32Y4C</b> Switch - L3 - managed - 28 x 1/10/25 Gigabit SFP / SFP+ / SFP28 + 4 x 10 Gigabit / 25 Gigabit SFP28 + 4 x 40/100 Gigabit QSFP+ / QSFP28 - front to back airflow - rack-mountable - TAA Compliant Manufacturer Part #: JL700A	22713064	Y	1	\$13,694.44	\$13,694.44
3 <b>HPE Aruba X414 Universal 4-post</b> Rack mounting kit - 1U - for HPE Aruba 2540 24G 4SFP+, 2540 24G PoE+ 4SFP+, 2540 48G 4SFP+, 2540 48G PoE+ 4SFP+ Manufacturer Part #: J9583B	22557021	Y	1	\$109.08	\$109.08
4 <b>HPE Copper Cable</b> 25GBase direct attach cable - SFP28 (M) to SFP28 (M) - 10 ft Manufacturer Part #: 844477-B21	20015891	Y	20	\$228.02	\$4,560.40
5 <b>HPE Aruba Direct Attach Copper Cable</b> 10GBase direct attach cable - SFP+ (M) to SFP+ (M) - 10 ft - twinaxial - passive - for HPE Aruba 2540 48G, 2930F 24G, 2930F 48G, 2930M 24, 8320, 8325-48Y8C Manufacturer Part #: J9283D	20774930	Y	2	\$76.10	\$152.20
6 <b>HPE Aruba X412 Universal</b> Rack mounting kit (2 post) - 1U - for HPE Aruba 8360-12C, 8360-16Y2C, 8360-24XF2C, 8360-32Y4C, 8360-48XT4C Manufacturer Part #: JL602A	22713063	Y	1	\$48.20	\$48.20

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$10,668.39	\$6,891.42	\$11,460.04	\$7,111.75

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$32,259.73  
Shipping: \$0.00  
Tax: Exempt  
**TOTAL: \$32,259.73**

### Notes From Your Client Executive

Pricing Subject to Change  
No Current ETA Lines 1 and 2

ITSavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

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

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

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

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



## Resolution Executive Summary

**Prepared By:** Department of Information Technology  
**Committee:** Finance Committee  
**Committee Date:** December 16, 2021  
**Resolution Title:** Resolution for Storage Device Consolidation and Upgrade  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** December 21, 2021  
**Budget Information:**

<b>Was item budgeted?</b>	Yes - ARP Funded	<b>Appropriation Amount:</b>	\$982,286.97
<b>Baker-Tilly ARP Compliance Review:</b> Yes, Approved			
<b>ORG/OBJ/Project Code:</b> XXXX-XXXX-XXXXX		<b>Budget Impact:</b> None - using ARP funds	

### Background Information:

The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. Covid19 placed an extreme demand in ensuring social distancing and remote access to Winnebago County data resources from the 17th Judicial Circuit, Winnebago County Health Department, Winnebago County Sheriff's Office, the Treasurer; the County Clerk and all other County Elected and Appointed Officials.

Recently approved ARP projects such as the Winnebago County Clerk of The Court's Scanning Solution couple with rendering court, public safety, public health and other data remotely ensures social distancing and reduce the requirements of the public's need for onsite presence. These conditions creates an immediate need to provide substantial and fast data storage for the data rendered remotely to the public. WinCo DoIT operates electronic data storage capabilities for all Elected and Appointed officials. These storage capabilities were not designed for the volume and rapid remote access by citizens in pandemic or other disasters that would prohibit government building onsite retrieval and examination of authorized government documents.

The installation of current solid state flash storage technology will ensure secure and rapid rendering of government data in remote settings achieving social distancing and minimize the public's need for on premise access thereby reducing risk.

### Recommendation:

The Winnebago County Chief Information Officer recommends consolidating and upgrading all storage devices within Winnebago County

### Contract/Agreement:

County to execute PO with Entre (see Resolution Exhibit A).

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION AWARDING STORAGE DEVICE CONSOLIDATION AND UPGRADE**

---

**WHEREAS**, the Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement from Entre Computer Solutions, Resolution Exhibit A and ITSAVVY, LLC, Resolution Exhibit B, received for the aforementioned service and recommends awarding agreements; 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, agreements and Purchase Orders with ENTRE COMPUTER SOLUTIONS, 8900 NORTH 2<sup>ND</sup> STREET, MACHESNEY PARK, ILLINOIS 61115, in the dollar amount not to exceed of NINE HUNDRED EIGHT TWO THOUSAND, TWO HUNDRED EIGHTY SIX DOLLARS AND NINETY SEVEN CENTS (\$982,286.97),

**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 Chief Information Officer, 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

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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

# EXHIBIT A



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

Date	Quote #
12/08/21	ENTQ42770

**Customer:** WINNEBAGO COUNTY

Dan Magers  
404 ELM STREET  
ROOM 506 (DO IT)  
ROCKFORD, IL 61101  
USA

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

**Ship To:** WINNEBAGO COUNTY

Dan Magers  
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
1	HPE Alletra 6050 Dual Controller Configure-to-order Base Array	\$30,841.40	\$30,841.40
2	HPE Alletra 6000 2x10GbE 4-port FIO Adapter Kit	\$2,874.99	\$5,749.98
1	HPE Tier 1 Storage OS Default FIO Software	\$0.78	\$0.78
1	HPE Tier 1 Storage Array Standard Tracking	\$0.30	\$0.30
1	HPE Alletra 6000 184TB (12x15.36TB) NVMe Flash Carrier FIO Flash Bundle	\$148,839.73	\$148,839.73
1	HPE Alletra 6000 4x 1600W FIO AC Power Supply Kit	\$1,608.51	\$1,608.51
4	HPE C13 - C14 250V 13Amp 1m PDU Base Array FIO Power Cord	\$0.30	\$1.20
1	HPE Data Ops Manager Reserved SaaS	\$0.00	\$0.00
874	5-year Subscription	\$189.89	\$165,963.86
1	HPE Alletra 6050 CTO Base Array	\$0.00	\$0.00
1	HPE Alletra 6000 CTO Tech Refresh	\$0.00	\$0.00
1	HPE 5Y Technology Refresh SVC	\$0.00	\$0.00
1	HPE Tech Refresh 6050 Support	\$37,636.87	\$37,636.87
184	HPE Tech Refresh 6000 Support	\$238.49	\$43,882.16
1	HPE 5Y Tech Care Essential with Defective Media Retention Service	\$0.00	\$0.00
2	HPE Alletra 6000 2x10GbE 4p Kit Supp	\$754.27	\$1,508.54
1	HPE Alletra 6050 Base Array Supp	\$8,170.56	\$8,170.56
1	HPE Alletra 6000 AF184TB15.36 Flash Supp	\$43,751.66	\$43,751.66
1	HPE Installation and Startup Service	\$0.00	\$0.00
1	HPE Tier 1 Storage Array Startup SVC	\$3,106.38	\$3,106.38



Qty	Description	Unit Price	Ext. Price
<h1>THIS IS NOT AN INVOICE</h1>		SubTotal	\$491,061.93
		Shipping/ Handling	\$163.11
		<b>Total (excluding Tax)</b>	<b>\$491,225.04</b>

**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





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

Date	Quote #
12/08/21	ENTQ42771

**Customer:** WINNEBAGO COUNTY

Dan Magers  
404 ELM STREET  
ROOM 506 (DO IT)  
ROCKFORD, IL 61101  
USA

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

**Ship To:** WINNEBAGO COUNTY

Dan Magers  
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		

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1	HPE Tier 1 Storage Array Startup SVC	\$3,106.38	\$3,106.38

Qty	Description	Unit Price	Ext. Price
<b>THIS IS NOT AN INVOICE</b>		SubTotal	\$491,061.93
		Shipping/ Handling	\$0.00
		<b>Total (excluding Tax)</b>	<b>\$491,061.93</b>

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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.

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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



# **ECONOMIC DEVELOPMENT COMMITTEE**

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

**SUBMITTED BY: Economic Development Committee**

**2021 CR \_\_\_\_\_**

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**RESOLUTION APPROVING A NINETEEN THOUSAND, ONE HUNDRED AND TWENTY-SEVEN DOLLAR (\$19,127.00) GRANT FROM HOST FEES TO SUPPORT THE ECONOMIC VIABILITY OF THE NORTH MAIN AND AUBURN STREETS BUSINESS AREA AND ASSIST WITH SITE REMEDIATION FROM WINNEBAGO COUNTY'S G.A.R. MEMORIAL CIVIL WAR SOLDIER STATUE REMOVAL**

---

**WHEREAS**, the County of Winnebago has determined that host fee funds are to be used for economic development in the region; and

**WHEREAS**, the County of Winnebago continues to support service persons and Veterans through various means; and

**WHEREAS**, on February 28, 1984, the County of Winnebago had previously agreed to participate in the Civil War commemorative area with the Rockford Cemetery Association (Greenwood Cemetery), Rockford Park District, and the Main and Auburn Business Association that until 2014 displayed the County owned G.A.R. Memorial Civil War Soldier Statue (Statue) located in the Greenwood Cemetery Civil War commemorative area at the northeast corner of North Main and Auburn Streets; and

**WHEREAS**, the County of Winnebago purchased the Statue in 1900 and has participated in the Civil War commemorative area since its inception with the passage of a resolution by the County Board on July 14, 1983 creating the area and displaying the Statue at the northeast corner of North Main and Auburn Streets; and

**WHEREAS**, in 2014 Veterans Memorial Hall received a grant from the Illinois Department of Natural Resources to re-furbish and relocate the Statue to the east side of Veterans Memorial Hall; and

**WHEREAS**, the County of Winnebago and in partnership with the Rockford Park District desires to support the economic viability of the North Main and Auburn Streets Business Area and honor the longstanding veteran support for the Greenwood Cemetery; and

**WHEREAS**, the County of Winnebago and the Rockford Park District have agreed to partner to fund the \$38,127 together to assist with the remediation of the Statute, the County will fund \$19,127, and the Rockford Park District will fund \$19,000.

**NOW THEREFORE, BE IT RESOLVED**, the County of Winnebago, Illinois will grant \$19,127.00 (Nineteen Thousand, One Hundred & Twenty-Seven Dollars) to Rockford Cemetery Association (Greenwood Cemetery), from host fee funds to assist with site remediation from the County of Winnebago's G.A.R. Memorial Civil War Soldier Statue removal.

**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 Finance Director, Winnebago County Administrator, Winnebago County Director of Development Services, Museum Director of Veterans Memorial Hall, and the Winnebago County Auditor.

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

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

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

\_\_\_\_\_  
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:** Tuesday, December 21, 2021

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

---

**Document Title:** Resolution Approving A Nineteen Thousand, One Hundred And Twenty-Seven Dollar (\$19,127.00) Grant From Host Fees To Support The Economic Viability Of The North Main And Auburn Streets Business Area And Assist With Site Remediation From Winnebago County's G.A.R. Memorial Civil War Soldier Statue Removal

**County Code:** NA

**Board Meeting Date:** Tuesday, December 21, 2021

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$19,127
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> 41700 - 43190	<b>Budget Impact:</b> None - Budgeted

**Background Information:**

Winnebago County has a long history in supporting service persons and Veterans through various means. In 1900 the County purchased the G.A.R. Memorial Civil War Soldier Statue. The Statute was later located at the northeast corner of Auburn and North Main Streets at Greenwood Cemetery through a multi-faceted partnership agreement. The Agreement (Resolution Approved July 14, 1983) stated that it would remain there initially for 15 years and then automatically extend in 5 year intervals, until such agreement was terminated. In 2014 Veterans Memorial Hall received a grant from the Illinois Department of Natural Resources to re-furbish and relocate the Statue to the east side of Veterans Memorial Hall, where it stand today. While the Statute has been moved, thus terminating the Agreement, the site has not been remediated as outlined within the original Agreement. As part of the remediation of the site, there are remains of a Civil War Soldier that will need to be relocated as well. The Host Fee request is to resolve the outstanding items needing to be addressed by the County within the Agreement.

Item was sent back to Committee at the September 9<sup>th</sup>, 2021 County Board Meeting. The Rockford Park District has agreed to partner with the County, splitting the cost (\$38,127), so the County will cover \$19,127 and the Park District will cover \$19,000.

**Recommendation:**

Administration supports and recommends the fulfillment of the Agreement as established nearly four decades prior.

**Contract/Agreement:**

Previous "Greenwood Civil War Memorial Agreement" attached approved February 28, 1983.

**Legal Review:**

Yes

**Follow-Up:**

Administration can follow-up as requested to the Economic Development Committee 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](http://www.wincoil.us)

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

GREENWOOD CIVIL WAR MEMORIAL AGREEMENT

THIS AGREEMENT, made this 28th day of February, 1984, by and among GREENWOOD CEMETERY ASSOCIATION (hereinafter referred to as "GREENWOOD"), a not-for-profit Illinois corporation; ROCKFORD PARK DISTRICT (hereinafter referred to as "PARK DISTRICT"), a municipal corporation; the COUNTY OF WINNEBAGO (hereinafter referred to as "COUNTY"), a municipal corporation; and the MAIN AND AUBURN BUSINESS ASSOCIATION (hereinafter referred to as "ASSOCIATION");

W I T N E S S E T H :

WHEREAS, GREENWOOD is willing to lease to PARK DISTRICT a portion of its premises; and

WHEREAS, COUNTY is desirous of relocating to such premises a certain statue, commonly known as the G.A.R. Memorial Civil War Soldier Statue, heretofore located at the east entrance of the Winnebago County Courthouse; and

WHEREAS, PARK DISTRICT is willing to maintain such premises; and

WHEREAS, ASSOCIATION will be benefited from such Agreement and is willing to assist in the relocation of the statue and the maintenance of the premises;

NOW, THEREFORE, in consideration of the premises, it is agreed by and among the parties hereto as follows:

1. GREENWOOD hereby leases to PARK DISTRICT the approximate one-eighth (1/8) of an acre located at the northeast intersection of Main Street and Auburn Street, in the City of Rockford, Illinois, as is more particularly described upon the Plot Plan attached hereto as Exhibit "A" and herein incorporated by reference.

2. COUNTY agrees to remove from the present location the G.A.R. Memorial Civil War Soldier Statue and locate the same for public display at the Greenwood Civil War Memorial site herein provided for.

3. PARK DISTRICT agrees to maintain the Greenwood Civil War Memorial site at a level commensurate with the maintenance it provides for other park sites under its control. PARK DISTRICT specifically agrees that such maintenance shall be at such quality as to prevent the statue and improvements from deteriorating or becoming noticeably neglected. PARK DISTRICT further agrees to provide lighting of and for the statue nightly between the hours of sunset and sunrise. Should such site conditions not be met or a breach hereof permitted to exist for thirty (30) days after written notice to correct same has been given by GREENWOOD, by COUNTY, or by ASSOCIATION to the PARK DISTRICT, GREENWOOD may elect to terminate the lease by written notice to PARK DISTRICT and to COUNTY. In the event PARK DISTRICT fails to provide lighting or allows the statue to deteriorate or become noticeably neglected, COUNTY may, upon fourteen (14) days notice to correct same, remove statue from the site at COUNTY'S expense.

4. The term of this Agreement shall be from the effective date hereof to December 31, 1998, and for five-year terms there-

after, unless and until this Agreement be terminated by one of the parties hereto by three month's prior written notice to the other parties hereto. Upon termination of this Agreement by failure of renewal or by breach of conditions, COUNTY shall remove the statue from the premises and PARK DISTRICT shall, without cost to GREENWOOD, restore the leased premises to the original condition as nearly as can practicably be done.

5. It is agreed and understood by and among the parties that the site construction and preparation will cost in the neighborhood of \$20,000.00. Such funds are expected to be obtained through Community Development Block Grant, through the City of Rockford. In the event such funding is not obtained, the parties will make good faith effort to secure alternative financing, but this Agreement shall not require any party hereto to bear the financial burden of site preparation and renovation. In the event funding for this project shall not be secured within one year from the date hereof, this Agreement shall be null and void.

6. The rental amount from PARK DISTRICT to GREENWOOD hereunder shall be \$1.00 per year.

7. PARK DISTRICT shall maintain insurance upon the Greenwood Civil War Memorial site and the statue commensurate with insurance presently maintained for its own parks. PARK DISTRICT agrees to protect, indemnify and hold harmless GREENWOOD, COUNTY and ASSOCIATION from any claims, demands or liability arising out of or related to the use of or access to the leased premises by the public.

8. The existing fence, which extends around the corner of Auburn Street and North Main Street bordering the leased tract, shall be moved by ASSOCIATION so as to enclose the leased area on the northeast boundary as defined on Exhibit "A" without any cost to GREENWOOD.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

GREENWOOD CEMETERY ASSOCIATION

By:

James J. Reid  
Its: President

ATTEST:

Richard M. Smith  
Its: Secretary

ROCKFORD PARK DISTRICT

By:

Paul G. Zimmerman  
Its: PRESIDENT

ATTEST:

Louise M. Gray (Act)  
Its Secretary

COUNTY OF WINNEBAGO

By:

Pat L. Scott  
Its: County Clerk

ATTEST:

Paul G. Gill  
County Clerk

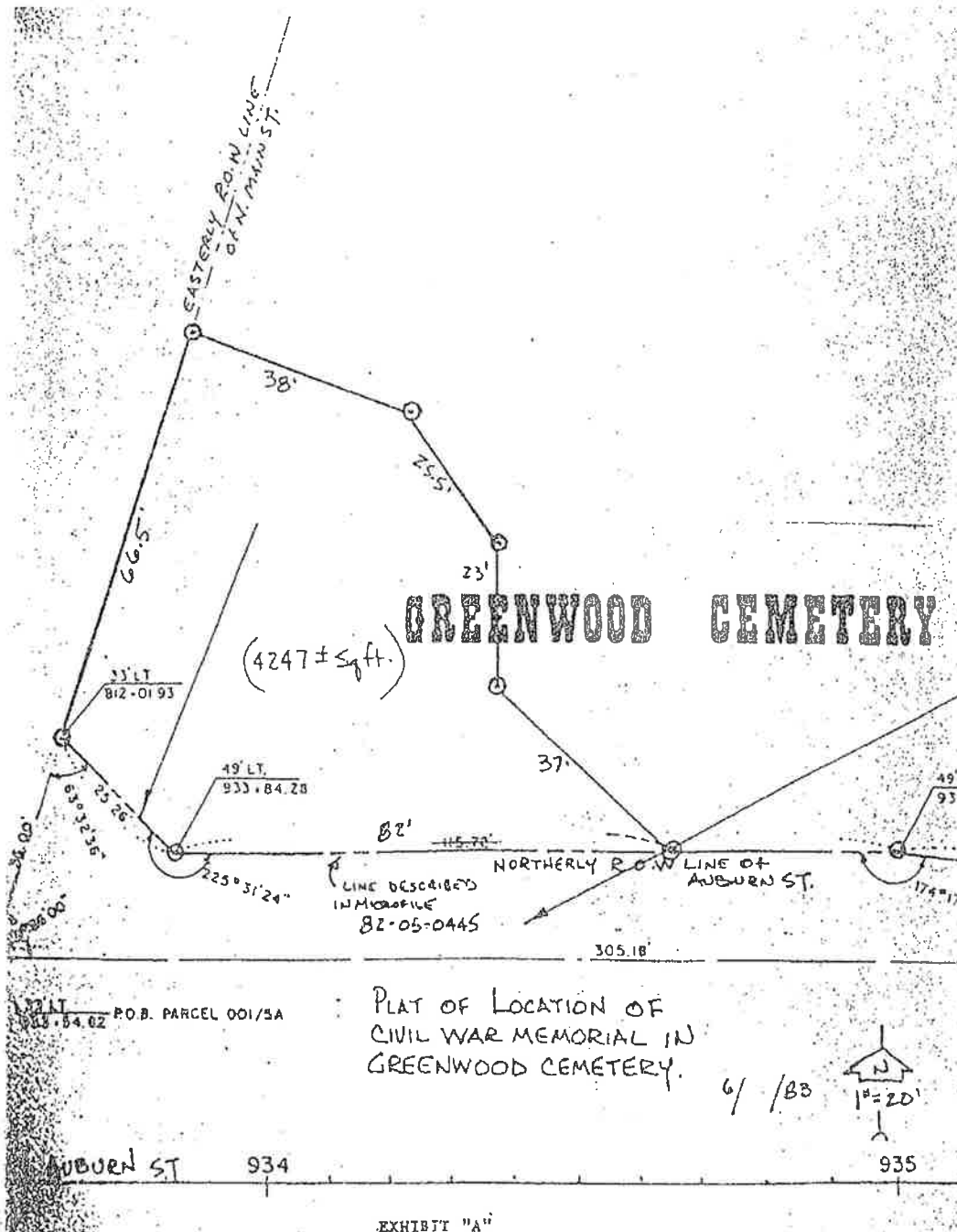
MAIN AND AUBURN BUSINESS ASSOCIATION

By:

Gary J. Frazier  
Its: President

ATTEST:

Gary J. Frazier  
Its: President



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

SUBMITTED BY: JUDITH BARNARD

83 CR \_\_\_\_\_

RESOLUTION AUTHORIZING PARTICIPATION  
IN CIVIL WAR COMMEMORATIVE AREA

WHEREAS, the north-end section of Rockford, Winnebago County, Illinois, is rich in Civil War history and interested citizens and businessmen in that area have sited property at the northeast corner of North Main and Auburn Streets to commemorate this history; and

WHEREAS, the Rockford Park District has agreed to negotiate for the use of said land to be developed and used as a Civil War commemorative area for the enjoyment and appreciation of all of the residents of Winnebago County; and

WHEREAS, the County of Winnebago currently owns a Civil War statue located in the ground level of the Courthouse which could be moved at no expense for the enhancement of such an area upon its development; and

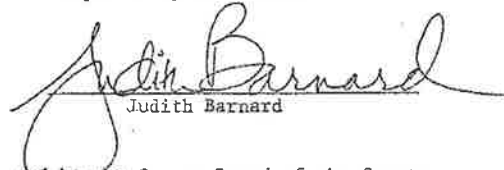
WHEREAS, this project has the endorsement and support of the North End Businessmen's Association and three neighborhood associations known as Churchill's Grove, North End Square, and Edgewater.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that upon completion of negotiations between the Rockford Park District and the real estate owners to dedicate property at the northeast corner of North Main and Auburn Streets as a Civil War commemorative area, the Civil War statue currently located on the ground level of the Courthouse shall be there relocated.


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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Administrator, Public Works Director and the Rockford Park District.


Respectfully submitted,

  
Judith Barnard

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 14th day of July, 1983.

  
Pat L. Scott, Chairman of the  
County Board of the County of  
Winnebago, Illinois

ATTEST:

  
Paul P. Gill, Clerk of the  
County Board of the County  
of Winnebago, Illinois

STATE OF ILLINOIS, }  
COUNTY OF WINNEBAGO, } ss.

I, PAUL P. GILL, County Clerk, within and for said  
County, and having a seal do hereby certify that I have compared the foregoing copy of the  
Record of

RESOLUTION AUTHORIZING PARTICIPATION IN CIVIL WAR COMMEMORATIVE AREA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

with the Original Record thereof now remaining in my office, and have found the same to be a correct trans-  
script therefrom and of the whole of such Original Record.

In testimony whereof I have hereunto set my hand and affixed  
the seal of said Court, at the City of Rockford, in said County,

this 15TH day of JULY A. D. 1983

Paul P. Gill Clerk

BY: Romaine Wells Deputy

attorney, especially in light of the pending lawsuit.

Commissioner Carlson made the suggestion that four or five thousand seedling trees be purchased and planted in the area North of the Sportscore belonging to the United Realty Company. In fifteen years or so their growth would insulate the ball diamonds.

Mr. Fayram indicated there is a fairly intense amount of deciduous vegetation there right now only ten to fifteen feet in height and he feels after the road improvement there will be a need to replace the planting demolished. If this plan can be done and the material properly taken care of, better performance will be achieved on the Park District property in a shorter period of time.

COMMISSIONER CARLSON MADE THE MOTION THE BOARD APPROVE THE FUNDING OF \$24,550.00 FOR REFORESTATION AND TO GO FOR BID ON THE RECOMMENDED PLANT MATERIALS. SECONDED BY COMMISSIONER SJOSTROM, THE MOTION WAS CARRIED BY THE UNANIMOUS VOTE OF ALL COMMISSIONERS PRESENT.

Mr. Norman introduced Ray Nihan, who has been working very diligently for some time in an effort to construct a Memorial to our Civil War Veterans. The Memorial, making use of the Civil War Sentry in the lower level of the Courthouse, will be located in Greenwood Cemetery at the corner of North Main and Auburn Streets. Thus far, Mr. Nihan has received the cooperation and support of the agencies involved with

tentative agreements in the hands of the Rockford Park District, the Greenwood Cemetery Association and the Winnebago County Board. The cemetery will not convey the land to be used -- they will allow it's use. The County Board will not transfer the statue of the Civil War Sentry

Approval  
Sportscore  
Reforestation

Approval  
Civil War  
Memorial  
Park Project  
Maintenance

-- they will allow it's use and Mr. Nihan hopes the Rockford Park District Board of Commissioners will contribute the maintenance for the site, which is one of the conditions the other two parties adhered to. Submission has been made to the Community Development for a block grant, below \$20,000.00. Everything is in place and Mr. Nihan advised Mr. Norman he believes water is readily available for the necessary maintenance.

Following further discussion, COMMISSIONER CARLSON MADE THE MOTION THE ROCKFORD PARK DISTRICT ENTER INTO THE CIVIL WAR MEMORIAL PARK PROJECT BY AGREEING TO MAINTAIN THE MEMORIAL PARK AREA, SUBJECT TO THE TOTAL FUNDING REQUIREMENT AND THE AVAILABILITY OF WATER FOR THE MAINTENANCE REQUIREMENTS. SECONDED BY COMMISSIONER DELANY, THE MOTION WAS PASSED BY THE UNANIMOUS AFFIRMATIVE VOTE OF ALL COMMISSIONERS PRESENT.

Marilyn Balsam and Evelyn Freeman, Co-Chairmen of the Beattie Is. .... Tree-mendous Program for 1983 gave a report to the Board on the

Distinguished Service Award presented to 1983 Beattie Is Co-Chairmen very successful weekend program. Noting that the totals are not in as yet, the program was however, financially better and a little bit bigger in attendance than last year. Giving special praise to Marian Holmgren for all the help and assistance she gave them, they also thanked the entire staff of the Rockford Park District for their unrelenting help and being there when they were needed -- for without the help of the Rockford Park District, they felt Beattie Is would not be possible.

President Thienemann thanked Marilyn and Evelyn for the wonderful job they did as Co-Chairman of this very special event, knowing the pressure they have been under and presented each with a Distinguished Service Award in recognition of the leadership given and success achieved.



BUILDING  
AND  
PAVING  
CONTRACTOR

*File*

## SJOSTROM & SONS, INC.

1129 HARRISON AVE. • P.O. BOX 5786 • ROCKFORD, ILLINOIS 61125 • PHONE 815/226-0330

August 8, 1984

City of Rockford  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
425 East State Street  
Rockford, Illinois 61104

ATTN: T. Barton Lander

RE: Civil War Memorial

Gentlemen:

Please be advised, as of this date, we have been requested to bury the remains of the Civil War Soldier. The remains will be buried approximately 4" to 6" below the base of monument, which is now under construction.

The remains are being buried under the direction of Attorney Milani, the War Memorial Association, the Winnebago County Board, and your Department; therefore, we will not be held responsible for any problems that may arise in the future regarding proper burial procedures.

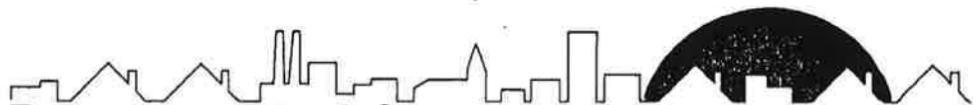
Very truly yours,

SJOSTROM & SONS, INC.

Carl E. Swanson, P.E.  
Vice President

CES/pah

cc: Mr. Ray Nihan  
Atty. Thomas Milani  
Mr. Dan Lindberg  
Rockford Blacktop Const. Co.



**Department of Community Development**  
City of Rockford  
John F. McNamara/Mayor

July 13, 1984

Mr. Carl Swanson  
Sjostrom and Sons, Inc.  
1129 Harrison Avenue  
Rockford, Illinois 61109

Dear Mr. Swanson:

I have called the Greenwood Cemetery Association regarding legal burial procedures for the remains of the Civil War Soldier. They are not aware of any legal requirements for the burial. However, they have suggested that the remains should be buried separated from the monument, a few inches below the foundation. The reason for this is in case the monument is required to be removed in the future, the remains will not be disturbed.

The remains are in the custody of Attorney Thomas J. Milani, per attached letter, and are available as you would need them. Please let me know if the burial of the remains under and separate from the monument will present any complications. My phone number is 987-5690. Thanks for your cooperation.

Sincerely yours,



T. Barton Lander  
Neighborhood Development Specialist

TBL:11h

RECEIVED

JUL 14 1984

SJOSTROM & SONS

RECEIVED

JUL 13 1984

SJOSTROM & SONS

Law Offices  
**GILBERT, VECCHIO & NATALE**

Northwest Bank Building  
3106 No. Rockton Avenue  
Rockford, Illinois 61103  
Telephone 815/968-7536

**PLEASE REPLY TO THIS OFFICE**

Louis R. Gilbert  
Steven G. Vecchio  
Bernard J. Natale  
Thomas E. Milani, Jr.

July 9, 1984

**Loves Park Office:**  
4950 N. Second Street  
Loves Park, IL 61111  
815 877-8077

Mr. Ray Nihan  
1417 Myott Avenue  
Rockford, IL 61103

Dear Ray:

As you probably already know, the County Board passed a resolution regarding the soldier's remains, and the remains are now in my custody. Please notify me when you need these delivered to the construction personnel or how you would like for me to proceed from now on to see to it that we don't hold up your construction schedule.

If there is anything else you would like me to do, please don't hesitate to contact me.

Very truly yours,

*Thomas E. Milani*  
Thomas E. Milani *ff*

TEM:pj

cc: Guy Fiorenza

*In a box approx 12 x 12 x 12*  
*wood?*

*If you need to talk to Tom, call his secy at*



NEW CONC. SIDEWALK (ALT. NO. 5)

(B)  
L-7

N. MAIN ST.

SWEEP LINES

EXISTING HEDGE

NEW FENCE ENDS

CORNER POST-3"

ADD MATCHING FEN FABRIC, ETC. IF SALVAGED MATERIAL DOES NOT FIT - (A)

CORNER POST

TORO # 474 (OR APPROVED EQ.) QUICK COUPLING VALVE W/ COUPLING KEY & HOSE SWIVEL

(W/ LOCKING COVER) SCORE LINE (TYP.)

EX. WALK ENDS

EX. STONE PILLAR

UTIL. POLE

EX. DRAIN INLET

MEET EXISTING GRADE

CENTER LINE LOCATION SKETCH



LETTERS  
BRICK ON SAND PAVING (ALT. NO. 1)

GREENWOOD CIVIL WAR MEMORIAL

DO NOT FILL DIRECT

EX. TRAFFIC SIGNAL

CRB & CUTTER

SH. 2 OF 2

GREENWOOD  
CIVIL WAR  
MEMORIAL

**Lindberg & Knoll**  
**Landscape Architects**  
333 E. State St.  
Rockford, Illinois 61104

LETTER  
PLACEMENT  
SKETCH - DAL  
8/6/84

SCALE  $\frac{1}{2} = 1 + 1$

SEE PLAN FOR  
LOCATION & ELEVATION

A TIMELESS TRIBUTE  
TO EVERY SOLDIER

Top  
Riser

MIDDLE  
PIPER

2 of 5

April 4, 2019

**Frank Haney, County Board Chairman**

Administration Building  
404 Elm Street, Room 533  
Rockford IL 61101

**Thomas McNamara, City of Rockford, Mayor**

425 East State Street  
Rockford, IL 61104

Dear Chairman Haney and Mayor McNamara,

I am writing to you on behalf of the trustees of Greenwood Cemetery regarding a longstanding issue that needs resolution: the re-dress of the northeast corner of the Roundabout at Main and Auburn Streets.

I want to bring to your attention that the landscaping remediation of this corner has still not happened. I have communications regarding the relocation of the Civil War soldier that date back as far as summer, 2014. When the soldier was removed by the County it was conveyed to us by then Chairman Scott Christiansen that there was \$20,000 in the County budget restricted for remediation of the site and surrounding landscape. At that time the players involved were Chairman Christiansen, Alderman John Beck (12th ward) and Thomas McNamara, then 3rd ward alderman. Also involved was landscape designer Scott Sanders who had been retained throughout the roundabout construction by the City. In the ensuing conversations both Alderman Beck and Alderman McNamara felt that they would contribute to re-dressing the site.

Now, years later, we are asking for an action plan to make this corner a part of the greater design for the roundabout and North End redevelopment. We feel that the corner of North Main and Auburn is an embarrassment and eyesore. The County left the platform (with words that addressed the Civil War and US veterans in general) onto which the soldier was attached, the brick surround that framed the soldier's mount, and in doing so, the Rockford Park District was released from all maintenance of the corner.

I hope that both the City and the County will take action early this spring and will make good on the promise of re-dressing the corner. In January, 2019, I spoke briefly with Chairman Haney and he assured me the money was still a restricted line item.

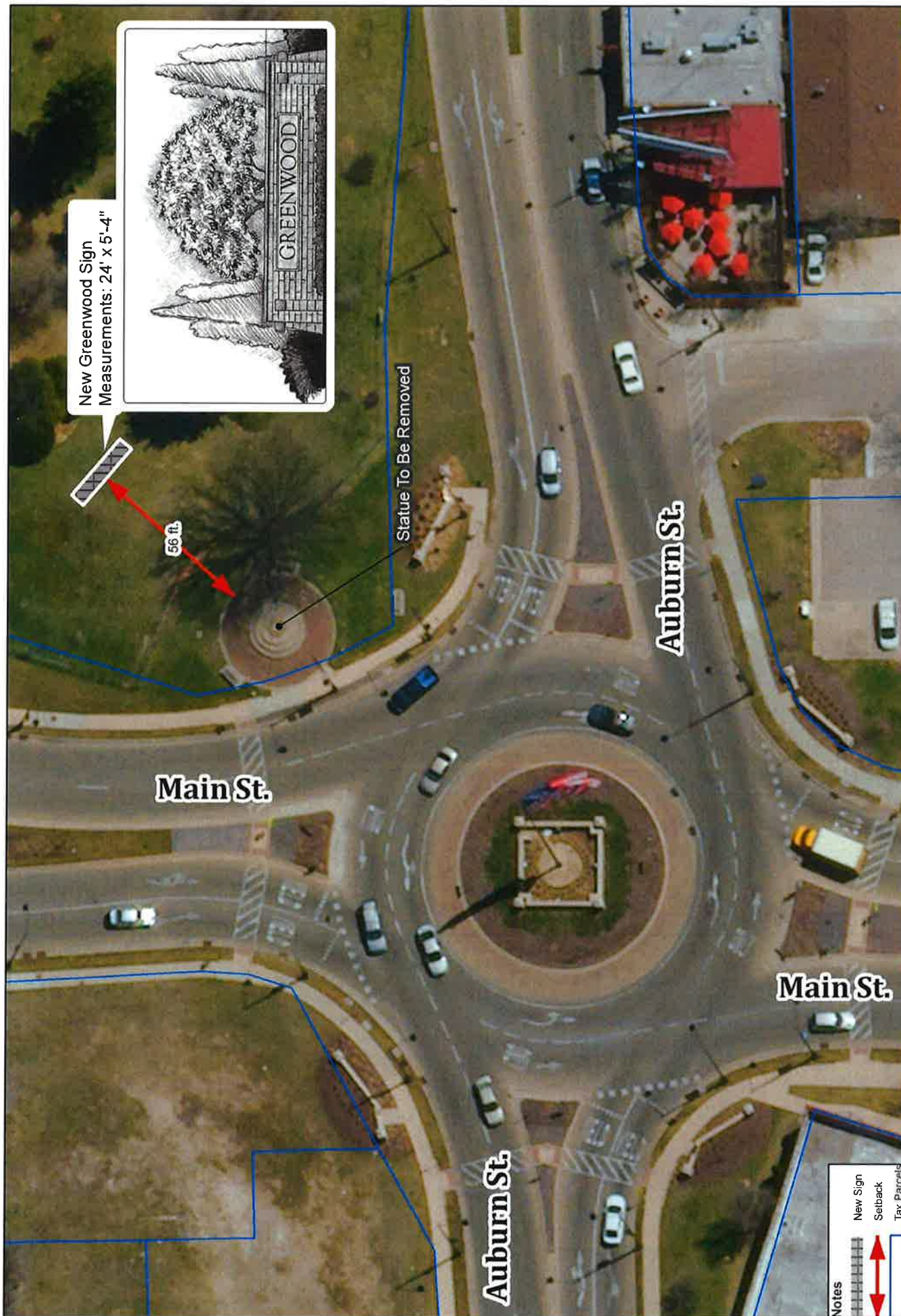
Unfortunately, Greenwood Cemetery is in no financial position to contribute to this project. We struggle to meet the operating costs of the cemetery grounds on a daily basis.

Greenwood wants to be a good neighbor and citizen as well. We feel that the whole theme of honoring veterans in the design of the Roundabout was inspired by the Civil War soldier, the proximity of streets to the Civil War's Camp Fuller, and to the fact that

there are so many United States veterans of military service buried at Greenwood. With the loss of the soldier, we need to replace the missing element in the design. We believe it is incumbent on all citizens to be concerned about the appearance of Greenwood Cemetery as it is here to stay!

Let's do the right thing! Please let us know your plans.

---

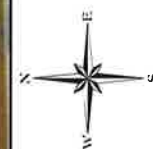


# Proposed Sign Placement and Statue Removal

Greenwood Sign and Soldier Statue

Date: 6/9/2021

1 inch = 40 feet



Notes	
New Sign	
Setback	
Tax Parcels	

**Organization Name:** Rockford Cemetery Association dba Greenwood Cemetery

**Contact (Point) Person:** Mary Ann Smith, trustee

**Contact Person Position:** trustee

**Contact Phone Number:**

( \_ 815 566 1404 \_ \_ \_ ) \_ \_ \_ - \_ \_ \_ \_ \_ ( \_ \_ \_ \_ \_ ) \_ \_ \_ - \_ \_ \_ \_ \_

Circle One: Work Home Circle One: Work Home

mobile 815-566-1404

Other: \_ \_ \_ \_ \_ Other: \_ \_ \_ \_ \_

**Winnebago County Annual Host Fee Award Policy Application ORGANIZATIONAL INFORMATION**

<b>Address(es) / Location(s) of Activity:</b>	1) ____1011 Auburn Street at the corner of Main and Auburn Streets 2) 3)
<b>Description of the Organization:</b>	The Rockford Cemetery Association is a nonprofit organization that owns and operates Greenwood Cemetery in Rockford, IL. The Association was established in 1845 and encompasses 70 acres.

**Requested Award Amount (\$):**

**\$38,127.00** This figure is updated as of 8/3/21.

\$ \_ \_ , \_ \_ \_ , \_ \_ \_ . 00

<b>Proposed Use of Award (specific):</b> <i>Should address items, such as: what, who, when, where, how, etc.?</i>	This work will complete remediation of the concrete and brick work that dominates the corner of Main and Auburn Streets. The County removed the Civil War statue for which there was a setting of concrete and brick. The corner must be returned to green space with all the remnants of the vaunted Civil War soldier memorial removed.
--	---

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

**Winnebago County Annual Host Fee Award Policy Application**

<b>Expected Program Outcomes Outlined:</b>	The corner will be returned to green space.
--	---

**Name(s)**

## OTHER PARTICIPATING ORGANIZATION(S) INVESTMENT

not applicable \_\_\_\_\_

Amount (\$) or \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. 00

Type of Involvement (Description)

Has the investment been formally/ officially approved?

☐ Approved

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

☐ Anticipated

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

\$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. 00

Has the investment been formally/ officially approved?

☐ Approved

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

☐ Anticipated

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

\$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. 00

Has the investment been formally/ officially approved?

☐ Approved

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

☐ Anticipated

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

### Required documents to be submitted by the Organization

☐ 501(c)(3) tax exempt status The Cemetery is a 501 (c) 13 designation by the IRS See document. ☐ signed W-9 form **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".*

Mary Ann Smith

[maryannsmith51@me.com](mailto:maryannsmith51@me.com)



WWW.SCHMELINGCONSTRUCTION.COM

315 HARRISON AVENUE – ROCKFORD, IL 61104-7051 – PHONE 815-399-7800 – FAX 815-399-0129

8-3-2021

Chuck Elliot  
Greenwood Cemetery Board of Trustees  
1011 Auburn Street  
Rockford, IL 61103

Dear Chuck:

Schmeling Construction Co. is pleased to quote the sum of \$35,627 to perform the following work as requested by yourself and Greenwood Cemetery Board of Trustees. The work includes:

1. Remove and dispose of existing concrete statue base, brick pavers, concrete ribbon curb, park benches including bases and flagpole base.
2. Traffic controls as required
3. Remove and dispose of chain link fence and posts along Auburn Street starting at St Mary's Cemetery and along North Main Street.
4. Import and place topsoil as needed and turf seed areas with erosion control blanket for all areas disturbed.
5. Salvage brass plaques if possible
6. Remove light fixtures and disconnect light feed from the streetlight system at the round-about.
7. Work with Cemetery personnel to remove remains under concrete base.

We do not include:

1. Watering or maintenance of newly seeded area.
2. Any permits if required

Our subcontractors and Schmeling Construction Co. are bonded to work in the City of Rockford right of way. This bid includes all prevailing wage work. We may need to shut one lane of traffic near the round-about.

Thank you for the opportunity to quote this work.

Sincerely,

Stephen E. Schmeling

COMMERCIAL – HEALTHCARE – INDUSTRIAL – INSTITUTIONAL

GENERAL CONTRACTOR – CONSTRUCTION MANAGER – DESIGN BUILD



Quality People. Quality Projects.



JIM WOJTOWICZ / LANDSCAPE ARCHITECT

2607 SPRING CREEK ROAD  
ROCKFORD ILLINOIS, 61107  
O/815.398.1699  
C/815.494.4038

May 5, 2021

Board of Directors  
Greenwood Cemetery  
Rockford, Illinois

**COST ESTIMATE**

**For Landscape Improvements and New Signage at Main and Auburn Intersection**

A). Schmeling Construction Quote for proposed work (see attached).	\$33,268.00
B). Removal and reinterment of 'unknown soldier' remains, from current location under old circular statue base, to new grave-site.	1,000.00
C). Reinstallation of various memorial plaques, from old circular statue base, to new locations within cemetery.	1,500.00
D). Replacement of 3 memorial benches (removed and disposed of from circular plaza at old statue base) in new locations within cemetery. 3 at \$3,500.00 each, installed:	10,500.00
E). Construction of new 'GREENWOOD' stone sign (24' x 5'4") with up-lighting (see attachments), as quoted by Steve Lehrke Mason Contractor, Benson Stone Company and Gibbons Master Electric. Sign Materials: \$7,500.00 Mason Labor: 12,000.00 Electrical Materials and Labor: 4,000.00	23,500.00
F). Professional Landscape Architectural Fee:	3,500.00
GRAND TOTAL:	\$73,268.00



WWW.SCHMELINGCONSTRUCTION.COM

315 HARRISON AVENUE – ROCKFORD, IL 61104-7051 – PHONE 815-399-7800 – FAX 815-399-0129

10-20-2020

Jim Wojtowicz  
2607 Spring Creek Rd  
Rockford, IL 61107  
RE: Greenwood Cemetery

Dear Jim:

Schmeling Construction Co. is pleased to quote the sum of \$33,268 to perform the following work as requested by yourself and Greenwood Cemetery Board of Trustees. The work includes:

1. Remove and dispose of existing concrete statue base, brick pavers, concrete ribbon curb, park benches including bases and flagpole base.
2. Traffic controls as required
3. Remove and dispose of chain link fence and posts along Auburn Street starting at St Mary's Cemetery and along North Main Street.
4. Import and place topsoil as needed and turf seed areas with erosion control blanket for all areas disturbed.
5. Salvage brass plaques if possible
6. Remove light fixtures and disconnect light feed from the streetlight system at the round-about.
7. Work with Cemetery personnel to remove remains under concrete base.

We do not include:

1. Watering or maintenance of newly seeded area.
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Our subcontractors and Schmeling Construction Co. are bonded to work in the City of Rockford right of way. We will be needing to shut one lane of traffic at the round-about.

Thank you for the opportunity to quote this work.

Sincerely,

Stephen E. Schmeling

COMMERCIAL – HEALTHCARE – INDUSTRIAL – INSTITUTIONAL

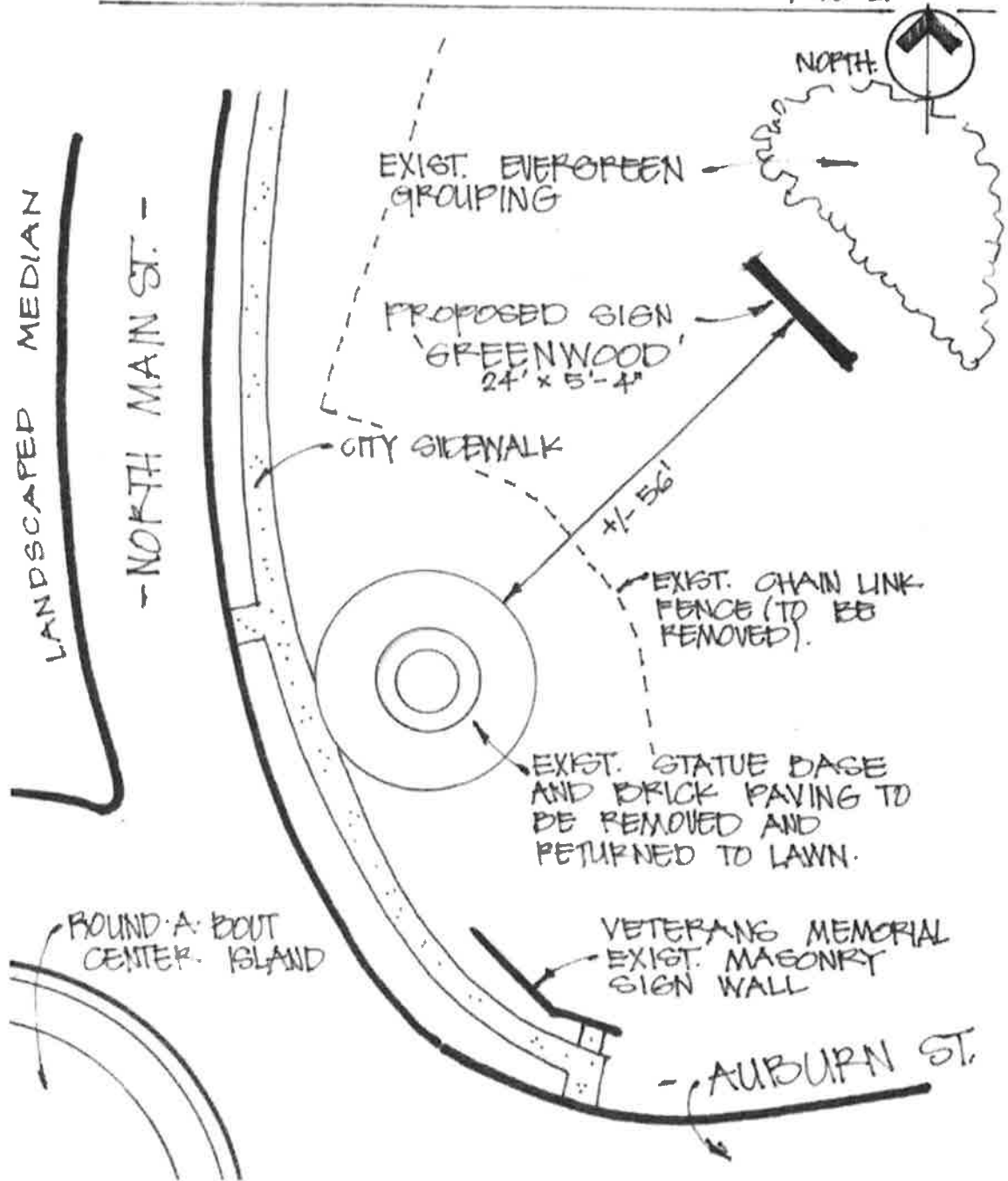
GENERAL CONTRACTOR – CONSTRUCTION MANAGER – DESIGN BUILD

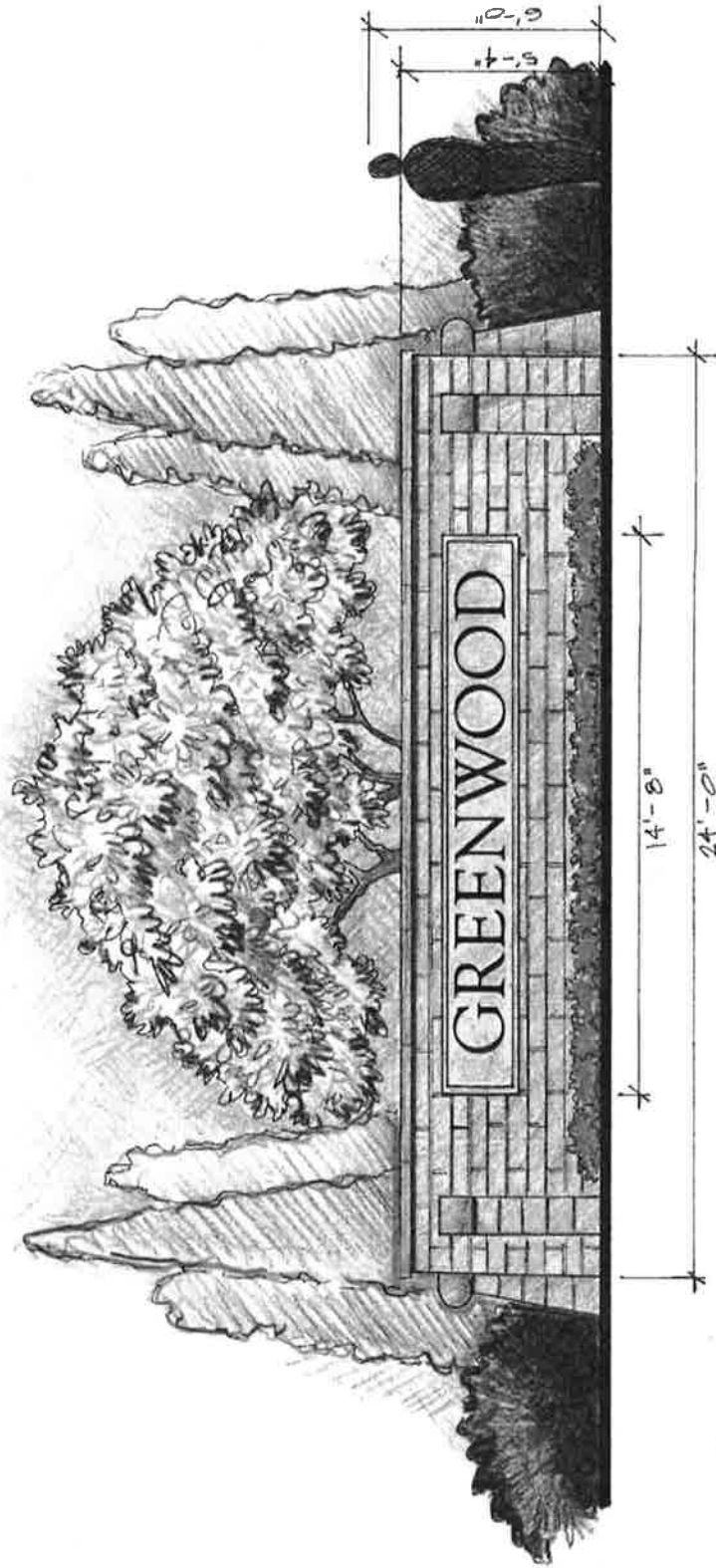


Quality People. Quality Projects.

- GREENWOOD CEMETERY SIGN PROPOSAL -  
SCALE: 1" = 20'

4.30.21





MATCH STONE TO EXIST. CHAPEL.  
 LETTER HT. +/- 16"  
 MAX. VIBILITY: 685'  
 EASY READ: 160'

SCALE: 1/2" = 1'-0"  
 MARCH 9, 2021  
 JAMES WOOTEN/CL. L.A.

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

**SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

**2021 CR \_\_\_\_\_**

---

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY  
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO  
COMPLETE A LOAN FOR \$100,000 FROM THE REVOLVING LOAN FUND  
TO RAG-BARN OPERATION INC. DOING BUSINESS AS RED BARN GOLF CENTER**

---

**WHEREAS**, Rag-Barn Operation Inc. Doing Business As Red Barn Golf Center (Red Barn), formerly known as the “Wagon Wheel Resort” has existed since the 1950’s and is seeking to expand its operation under its new ownership; and

**WHEREAS**, Red Barn is located in the Village of Rockton and offers a 9-hole golf course with a 2,000 square feet clubhouse, 2,250 square feet outbuilding, 2,600 square feet garage with living space and driving range; and

**WHEREAS**, Red Barn owners are requesting one hundred thousand dollars (\$100,000.00) to expand its operations by creating a wedding and events venue and expanding its driving range options; and

**WHEREAS**, it is estimated this loan will assist in the creation of five (5) full-time equivalent jobs over the next two (2) years with the expansion of the business which will increase sales tax dollars and tourism to the area; and

**WHEREAS**, Red Barn is seeking a loan to further develop its facility with the expansion of an apartment on site to accommodate larger wedding parties, expand the kitchen for increased food and beverage service, purchase and install a TopTracer golf simulator, purchase an event tent, and four (4) new golf carts, as recommended by the staff of Rockford Local Development Corporation (RLDC), of one-hundred thousand dollars (\$100,000.00) amortized at five and a half percent (5.5%) for ten (10) years from the County of Winnebago's Revolving Loan Fund secured by and personally guarantee by the owners; and

**NOW THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State’s Attorney’s Office for the loan of one-hundred thousand dollars (\$100,000.00) at five and a half percent (5.5%) fully amortized over ten (10) years to Rag-Barn Operation Inc. Doing Business As Red Barn Golf Center (Red Barn) secured by and personally guarantee by the owners.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective on its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, County Finance Director, and the County Auditor.

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:

---

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 Executive Summary

**Committee Date:** Tuesday, December 21, 2021

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

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**Document Title:** Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$100,000 From The Revolving Loan Fund To Rag-Barn Operation Inc. Doing Business As Red Barn Golf Center

**County Code:** NA

**Board Meeting Date:** Tuesday, December 21, 2021

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$100,000
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> Fund available in fund #0307 (Revolving Loan Fund)	<b>Budget Impact:</b> None - Budgeted

**Background Information:**

Rockford Local Development Corporation (RLDC) have demonstrated a positive effect in growing the regional economy in partnership through the County's Revolving Loan Fund Program that was established in 2014. Rag-Barn Operation Inc. Doing Business As Red Barn Golf Center (Red Barn) falls in the hospitality, entertainment, recreation industry. The business has existed since the 1950s, but has evolved with the times. They offer a 9 hole golf course, driving range, and an entertainment venue with apartment for hosting events. Red Barn is requesting a \$100,000 loan for 10 years at a 5.5% annual interest rate for this. The loan is anticipated to create an additional 5 full-time equivalent (FTE) positions over the next 2 years.

**Recommendation:**

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Red Barn Golf Center (Red Barn).

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

RLDC & staff normally update the entire Board on an annual basis.

**Regional Planning & Economic Development Department**

404 Elm Street, Rm 403, Rockford, IL 61101 | [www.wincoil.us](http://www.wincoil.us)

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

**Revolving Loan Fund****Loan Summary for:**

Rag-Barn Operations Inc. (dba Red Barn Golf Center)

**Applicant:**Rag-Barn Operations Inc. (dba Red Barn  
Golf Center)**PIN:** 03-24-351-014 (4.28 Acres)  
03-25-151-009 (49.20 Acres)**Principal / Officer (%):** Maria Ragonese (51%)  
Richard Barnes (49%)**Location Address:**12379 Wagon Wheel Rd  
Rockton, IL 61072**Website:** [www.redbarngolfcourse.com](http://www.redbarngolfcourse.com)**County Board District #:** 2**County Board Member:** Jim Webster**Type of Business:** ☐ New (Start-up)☒ Expansion (Existing)**Industry:** Hospitality / Entertainment / Recreation**Requested County Revolving Loan Fund:**

<b>Investment(s)</b>				<b>Percentage</b>
<b>County:</b>	\$ 100,000.00	5.50%	interest	40.00%
		10	years	
<b>Owner's:</b>	\$ 50,000.00			20.00%
<b>NICDC / DCEO:</b>	\$ 100,000.00			40.00%
				0.00%
				0.00%
<b>Total Financing of Project:</b>	<b>\$ 250,000.00</b>			100.00%

**Employees:** **Current** **Projected*****Full-Time  
Equivalent (FTE):***

5

5

***Part Time:***

0

Within the first next 2 years, summer of 2023.

**Total:**

10

\*\*\*Cost of County funds per projected job created: **\$20,000****Uses of Loan Proceeds:**

- Expansion of an apartment on site to accommodate larger wedding parties (\$69,000).
- Expansion of the kitchen for increased food and beverage service (\$22,000).
- Purchase and install a TopTracer golf simulator (\$113,000).
- Purchase an event tent (\$25,000).
- Purchase four new golf carts (\$21,000).

**Revolving Loan Fund**

**Loan Summary for:**

Rag-Barn Operations Inc. (dba Red Barn Golf Center)

**Description of Business & Project:**

Rag-Barn Operations Inc., doing business as Red Barn Golf Center (Red Barn), formerly known as the “Wagon Wheel Resort” has existed since the 1950’s. While the Rockton location has not changed, the business has continued to evolve over the years to keep up with the times. Maria Ragonese (51% owner) and Richard Barnes (49% owner), wife and husband recently purchased the business this past June. The Red Barn currently operates with a 53 acre, 9 hole golf course, driving range, 2,000 square foot clubhouse, 2,250 square foot outbuilding, 2,600 square foot garage with living space, but is looking to expand their operation. The new owners are seeking to expand by purchasing and installing TopTracer Golf Simulator, purchasing 4 additional golf carts, purchasing an event tent to host weddings, class reunions, and other gatherings, expanding their kitchen to better accommodate for these events, as well as expanding the on-site apartment for larger groups use. The current owners do not plan to take any income from the business until it is stabilized and generates a strong cash flow that is more than adequate to address the debt. These local owners will be more active in the business operation to expand and grow, as opposed to the previous owner who resided in Hawaii and was not as aggressive. They have plans on converting the Pro Shop into a small bar, which will yield a higher gross margin than golf equipment sales. They will be more vigorous in promoting group outings, leagues and social functions than the previous owner. The cost of the TopTracer Golf Simulator will include the construction of a veranda to shield golfers from inclement weather, thus expanding their hours of operation.

**Revolving Loan Fund**  
**Loan Summary for:**  
Rag-Barn Operations Inc. (dba Red Barn Golf Center)

**RLDC Recommendation:**

Staff recommends a \$100,000 loan to Winnebago County for the following reasons:

- 1) Participation in this project benefits a female-owned business.
- 2) Participation in this project contributes to a business involved in a community revitalization plan (TIF district).
- 3) Participation in this project is projected to contribute to the creation of five (5) FTE jobs.
- 4) Red Barn's expansion is intended to create a regional tourism draw that will create sales tax income for the Village and the County.
- 5) Interim financial results and projections for the business show an adequate ability to satisfy debt requirements.

**Other Conditions:**

Rag Barn Real Estate LLC (real estate owner) and Ms. Ragonese and Mr. Barnes will be co-borrowers of the note and will be personally obligated.

**Site Tax Information:**

2020	Tax Year Information		Fair Market Value:	Tax Bill	Winnebago County Portion	
	PIN(s):	Acres			Tax	Pension
	03-24-351-014	4.28	\$ 19,620.00	\$ 627.22	\$ 47.48	\$ 14.24
	03-25-151-009	49.20	\$ 444,600.00	\$ 14,209.70	\$ 1,075.69	\$ 322.60
		<b>53.48</b>	<b>\$ 464,220.00</b>	<b>\$ 14,836.92</b>	<b>\$ 1,123.17</b>	<b>\$ 336.84</b>
					<b>\$ 1,460.01</b>	
					Other Entities	\$ 13,376.91
					Winnebago County	\$ 1,460.01
					<b>TOTAL TAX BILL</b>	<b>\$ 14,836.92</b>

**Tax Bill**

■ Other Entities  
■ Winnebago County

**Revolving Loan Fund**

**Loan Summary for:**

Rag-Barn Operations Inc. (dba Red Barn Golf Center)

**Attachments:**

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *Site Map of the location*
3. *Tax Information*

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	73190843
Entity Name	RAG-BARN OPERATIONS, INC.
Status	ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BCA

Incorporation Date (Domestic)  
Wednesday, 10 March 2021

State  
ILLINOIS

Duration Date  
PERPETUAL

#### Agent Information

Name

ERIN E. WALSH
Address 1707 E STATE ST ROCKFORD , IL 61104
Change Date Wednesday, 10 March 2021

<b>Annual Report</b>
Filing Date 00/00/0000
For Year

<b>Assumed Name</b>
ACTIVE RED BARN GOLF COURSE

[Return to Search](#)

[File Annual Report](#)

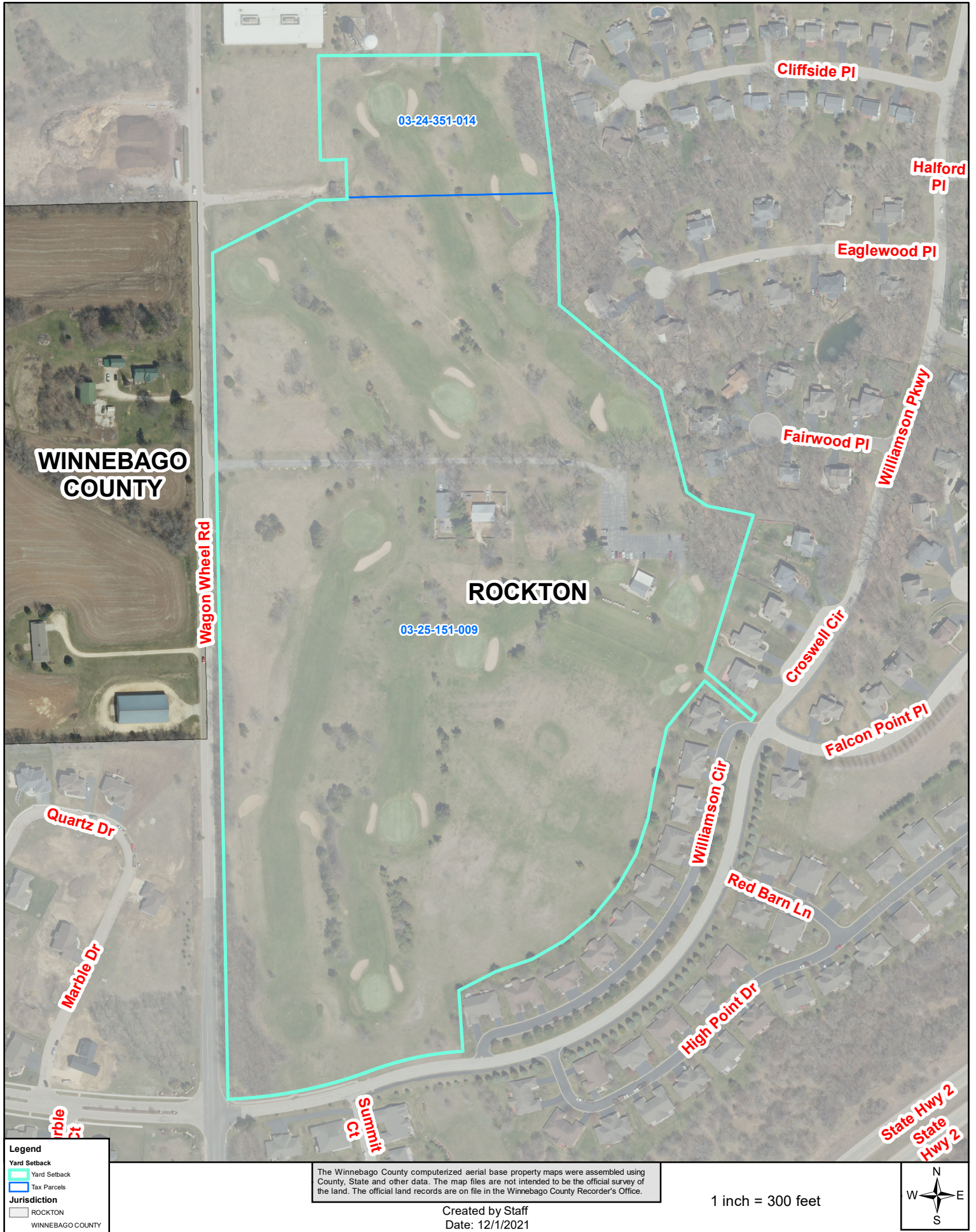
[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

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

(One Certificate per Transaction)

# SITE MAP: 03-24-351-014 & 03-25-151-009



16225

Change of Address Form

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

03-24-351-014

New Name / Address

RED BARN REAL ESTATE INC  
829 S BLACKHAWK BLVD  
ROCKTON IL 61072-

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2020

ABBREVIATED LEGAL DESCRIPTION
BEG INSECTN W LN CLIFFSIDE SUB & S LN SEC 24 TH NW APPR

Formula for Tax Calculation - 2020		Parcel ID: 03-24-351-014
Board of Review Assessed Value		51,012
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	51,012
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	51,012
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	6,541
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	6,541
Tax Rate for Tax Code 197	X	9.5891
Calculated Tax	=	\$627.22
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-624-2597	<b>TOTAL TAX DUE:</b> <b>\$627.22</b>
--	--

Location of Property: 12XXX WAGON WHEEL RD	Fair Market Value: 19,620
---	------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.0000	0.00	0.7259	47.48
- PENSION	0.0000	0.00	0.2177	14.24
FOREST PRESERVE	0.0000	0.00	0.1019	6.67
- PENSION	0.0000	0.00	0.0054	0.35
ROCKTON TOWNSHIP	0.0000	0.00	0.1608	10.52
- PENSION	0.0000	0.00	0.0264	1.72
ROCKTON VILLAGE	0.0000	0.00	0.2503	16.36
- PENSION	0.0000	0.00	0.3808	24.92
ROCKTON FIRE	0.0000	0.00	0.6686	43.73
TALCOTT FREE LIBRARY	0.0000	0.00	0.2671	17.47
- PENSION	0.0000	0.00	0.0161	1.05
ROCKTON SCHOOL DIST 140	0.0000	0.00	3.4083	222.95
- PENSION	0.0000	0.00	0.1579	10.32
HONONEGAH HIGH SD #207	0.0000	0.00	2.5289	165.41
- PENSION	0.0000	0.00	0.0632	4.14
COMMUNITY COLLEGE 511	0.0000	0.00	0.4615	30.19
- PENSION	0.0000	0.00	0.0000	0.00
ROCKTON TWSP ROAD	0.0000	0.00	0.1483	9.70
<b>Totals:</b>	<b>0.0000</b>	<b>0.00</b>	<b>9.5891</b>	<b>627.22</b>



Property Code

Parcel ID

03-24-351-014

RED BARN REAL ESTATE INC  
829 S BLACKHAWK BLVD  
ROCKTON IL 61072-

Paid on  
05/20/2021

06/04/2021	\$0.00
------------	--------

THIS IS THE ONLY NOTICE YOU WILL  
RECEIVE FOR BOTH INSTALLMENTS.



Property Code

Parcel ID

03-24-351-014

RED BARN REAL ESTATE INC  
829 S BLACKHAWK BLVD  
ROCKTON IL 61072-

Paid on  
05/20/2021

09/03/2021	\$0.00
------------	--------

2

16226

Change of Address Form

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

03-25-151-009

New Name / Address

RED BARN REAL ESTATE INC  
829 S BLACKHAWK BLVD  
ROCKTON IL 61072-

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2020

ABBREVIATED LEGAL DESCRIPTION
THAT PT NW1/4 SEC 25-46-1 LYG NLY OF WILLIAMSON PKWY NL

Formula for Tax Calculation - 2020		Parcel ID: 03-25-151-009
Board of Review Assessed Value		337,998
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	337,998
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	337,998
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	148,186
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	148,186
Tax Rate for Tax Code 197	X	9.5891
Calculated Tax	=	\$14,209.70
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-624-2597	<b>TOTAL TAX DUE:</b> <b>\$14,209.70</b>
--	---

Location of Property: 12379 WAGON WHEEL RD	Fair Market Value: 444,600
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Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.0000	0.00	0.7259	1,075.69
- PENSION	0.0000	0.00	0.2177	322.60
FOREST PRESERVE	0.0000	0.00	0.1019	151.00
- PENSION	0.0000	0.00	0.0054	8.00
ROCKTON TOWNSHIP	0.0000	0.00	0.1608	238.28
- PENSION	0.0000	0.00	0.0264	39.12
ROCKTON VILLAGE	0.0000	0.00	0.2503	370.91
- PENSION	0.0000	0.00	0.3808	564.29
ROCKTON FIRE	0.0000	0.00	0.6686	990.77
TALCOTT FREE LIBRARY	0.0000	0.00	0.2671	395.80
- PENSION	0.0000	0.00	0.0161	23.86
ROCKTON SCHOOL DIST 140	0.0000	0.00	3.4083	5,050.63
- PENSION	0.0000	0.00	0.1579	233.98
HONONEGAH HIGH SD #207	0.0000	0.00	2.5289	3,747.47
- PENSION	0.0000	0.00	0.0632	93.66
COMMUNITY COLLEGE 511	0.0000	0.00	0.4615	683.88
- PENSION	0.0000	0.00	0.0000	0.00
ROCKTON TWSP ROAD	0.0000	0.00	0.1483	219.76
<b>Totals:</b>	<b>0.0000</b>	<b>0.00</b>	<b>9.5891</b>	<b>14,209.70</b>



Property Code Parcel ID  
03-25-151-009

RED BARN REAL ESTATE INC  
829 S BLACKHAWK BLVD  
ROCKTON IL 61072-

Paid on  
05/20/2021

06/04/2021	\$0.00
------------	--------

THIS IS THE ONLY NOTICE YOU WILL  
RECEIVE FOR BOTH INSTALLMENTS.



Property Code Parcel ID  
03-25-151-009

RED BARN REAL ESTATE INC  
829 S BLACKHAWK BLVD  
ROCKTON IL 61072-

Paid on  
05/20/2021

09/03/2021	\$0.00
------------	--------

2



## Winnebago County Loan Program (Part 1 of 2)

Presented by:  
John Phelps, Executive Director  
Andrew Jury, Loan Officer  
Rockford Local Development Corporation

4/25/2019

## Who is RLDC?

- ▶ Private, not-for-profit economic development agency
- ▶ Founded in 1979
- ▶ Primary Activity: Small Business Lending
  - 368 current loans outstanding
  - \$68.8 million loan portfolio;
    - Projects totaling \$325.3 million
  - 7,274 jobs created/impacted



## RLDC Programs/Services

- ▶ Source of Gap Financing
- ▶ Statewide SBA 504 Lender
- ▶ Manage Local Revolving Loan Funds
- ▶ Provide SBA 7(a) Packaging Services to Banks
- ▶ Leader in Urban Redevelopment Projects
  - Barber Colman Advanced Training Center
  - Downtown Rockford Conference Center
  - Turner School Rockford Police Substation
  - Former K-Mart Property on N. Main St
  - La Chiquita Grocery Store
  - Keith Creek Flood Mitigation Program



## RLF Characteristics

- ▶ Ideal for smaller loans:
  - Lesser of \$200,000 or 30% of project costs
- ▶ Typically Used for Subordinate Financing
  - Eligible Costs:
    - Land & Building
    - Equipment
    - Working capital
- ▶ Rates = project dependent
- ▶ Nominal processing fees



## RLF Loan Criteria

- ▶ Small Businesses (esp. Manufacturing and disadvantaged borrowers and distressed areas)
- ▶ Job Creation (\$20,000/job)
- ▶ Leverage of Private capital
- ▶ Sustainability



## Underwriting Process

- ▶ Learn about Business (Product/Service, Management, Market, Competition, etc)
- ▶ Describe Uses and Sources of Funds
- ▶ Evaluate Financial Condition (Analyze Balance Sheet–Compare to Industry Standards)
- ▶ Analyze Revenue Growth and Earnings Growth (Analyze Income Statement–Compare to Industry Standards)
- ▶ Analyze Debt Service Capacity
- ▶ Analyze Collateral and Borrower Creditworthiness



## Other Considerations

- ▶ Approvals in 30 days or Less
- ▶ Project Default Rates of 2%/Year
- 1. \$1 Mil Loan Fund Yields \$60,000 at 6%
- 2. RLDC Management Fee Averages 1.5%
- 3. Loan Loss Reserve of 4%
- 4. Sustainable Income of \$40,000/year



## Winnebago County Loan Portfolio

- ▶ 12 Total Loans
- ▶ Balance Outstanding: \$1.03 million
- ▶ Avg Loan Size: \$114,000
- 1. Pre-RLDC: \$450,000
- 2. Post-RLDC: \$47,000
- ▶ Average Interest Rate: 3.66%
- 1. Pre-RLDC: 2.5%
- 2. Post-RLDC: 5.58%
- ▶ No Monetary defaults (1 Business Failure and 1 partial deferment)



## Winnebago County Balance Sheet

	9/30/2018	03/31/2019
Cash	\$137,291	\$195,920
Loans O/S	\$1,033,516	\$973,062
<b>(net of Reserves of \$43,063)</b>		
Fund Balance	\$1,170,807	\$1,168,981
<b>(a transfer of \$21,000 was made to the County in FY2019)</b>		



## Winnebago County Income Statement

	2018	2019 (6 mos ending 3/31)
Total Income	\$36,321	\$19,175
Management Fee Exp	\$16,198	\$0
Loan Loss Reserves	\$230	\$0
Operating Surplus	\$19,893	\$19,175



## Annual Overview of the Revolving Loan Fund (Part 2 of 2)

Winnebago County, Illinois

Presented by:  
Chris Dornbush, Director of Development Services

April 25, 2019

4/25/2019

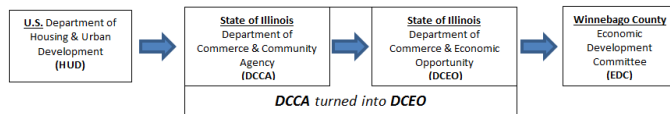
## Program Highlights

- ▶ Loan purpose increase project capital availability to...
  - Create / Retain jobs
  - Spreads risk among lenders
- ▶ Loans go to...
  - For-Profit / Not-For-Profit business
- ▶ **No** County liability if a loan defaults
  - Future funds would simply be reduced

4/25/2019

## Origin of the Revolving Loan Funds

### ► Early 1990's (prior to 1992)



### ► There is NO County money used in the Revolving Loan Fund Program

- Program is self-sustaining

4/25/2019

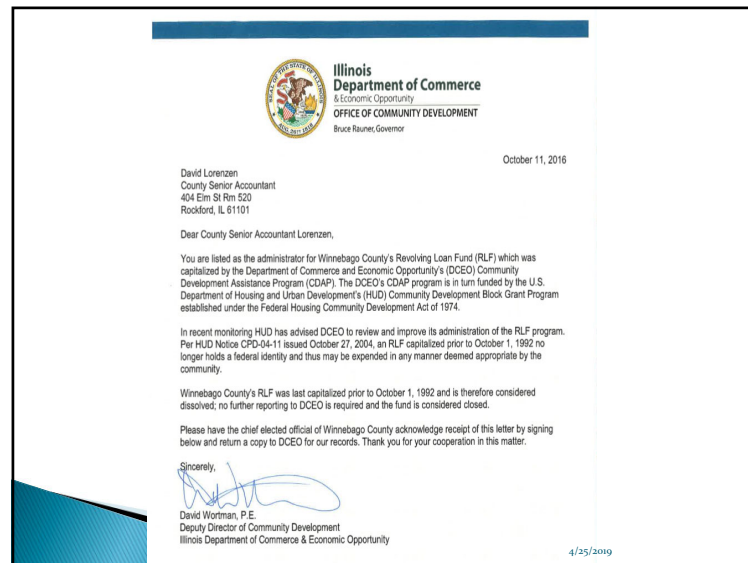
## 7 Year Fund Performance

	9/30/2012	9/30/2013	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018
Cash	\$ 183,847	\$ 175,544	\$ 360,838	\$ 453,863	\$ 445,136	\$ 304,600	\$ 113,597
Loan Balances	\$ 1,066,860	\$ 1,107,444	\$ 949,926	\$ 878,455	\$ 911,994	\$ 1,070,300	\$ 1,206,176
Beginning Fund Balance		\$ 1,250,707	\$ 1,282,988	\$ 1,310,764	\$ 1,332,318	\$ 1,357,130	\$ 1,372,608
Investment Income	\$ 43,834	\$ 32,281	\$ 27,776	\$ 21,605	\$ 25,813	\$ 32,512	\$ 35,846
Grants Made	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200,000)
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ (1,001)	\$ (17,034)	\$ (15,981)
Ending Fund Balance	\$ 1,250,707	\$ 1,282,988	\$ 1,310,764	\$ 1,332,318	\$ 1,357,130	\$ 1,372,608	\$ 1,192,473

\*RLDC began managing the Program

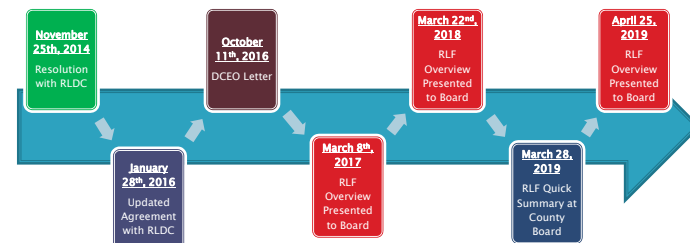
\* \$200,000 Grant for Public Infrastructure to the City of South Beloit

4/25/2019



4/25/2019

## Timeframe of County & RLDC Partnership



4/25/2019

## RLDC's Success with Winnebago County's Program

- ▶ Since September 28, 2015 through today
  - Processed 12 loans
    - 3 more in the works
  - Loans Totaling \$530,500 of community investment
  - Creation of 74 Full-Time Equivalent jobs estimated
  - Average loan...
    - Amount is \$35,510
    - Length is just under 7 years

4/25/2019

Thank you

Questions or  
Comments?

4/25/2019

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Purchasing

**Committee:** Operations and Administrative Committee

**Committee Date:** December 16, 2021

**Resolution Title:** Resolution to Repurpose the Public Safety Building

**County Code:** Winnebago County Purchasing Ordinance

**Board Meeting Date:** December 21, 2021

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> N/A

**Background Information:** The County of Winnebago issued a Request for Qualifications for Project Manager Services, for the Public Safety Building, in December of 2018. Prairie Forge Group was awarded the contract. Throughout the past 3 years, there have been several discussions between Prairie Forge Group and the County regarding how to best move forward with a plan for the PSB. While Prairie Forge Group presented a variety of options, the County Board has decided to move forward with the option to repurpose the Public Safety Building.

**Recommendation:** Dave Rickert, Chief Financial Officer, recommends repurposing the Public Safety Building and will explore existing funding options to best utilize this resource.

**Legal Review:** Not necessary, no agreement to review.

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

Sponsored by: Keith McDonald

Submitted by: Operations & Administrative Committee

2021 CR

---

**RESOLUTION TO REPURPOSE THE PUBLIC SAFETY BUILDING**

---

**WHEREAS**, competitive Request for Qualifications were received by the Purchasing Department on December 27, 2018 for the following;

**PROJECT MANAGER SERVICES RFQ#18Q-2164**

**WHEREAS**, the Operations & Administrative Committee, along with the Finance Committee of the County Board for the County of Winnebago, Illinois reviewed the proposal responses for the aforementioned services, in relation to the Public Safety Building, and awarded a contract to:

**PRAIRIE FORGE GROUP**  
**300 CARDINAL DRIVE, SUITE 160**  
**ST. CHARLES, IL 60175**

**NOW, THEREFORE BE IT RESOLVED**, the County Board of the County of Winnebago, Illinois has reviewed all options presented by Prairie Forge Group and has chosen the option to repurpose the Public Safety Building, and directs staff to examine current funding options to best utilize this resource.

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

---

KEITH McDONALD, CHAIRMAN

---

KEITH McDONALD, CHAIRMAN

---

JOHN BUTITTA, VICE CHAIRMAN

---

JOHN BUTITTA, VICE CHAIRMAN

---

PAUL ARENA

---

PAUL ARENA

---

JEAN CROSBY

---

JEAN CROSBY

---

JOE HOFFMAN

---

JOE HOFFMAN

---

DOROTHY REDD

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DOROTHY REDD

---

JAIME SALGADO

---

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

---

**JOSEPH CHIARELLI**

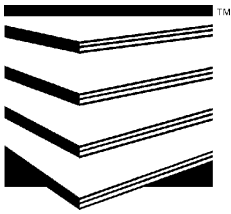
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

---

**LORI GUMMOW**

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



## STRUCTURAL DYNAMICS, INC.

---

• STRUCTURAL ENGINEERS • STRUCTURAL REPAIR

November 30, 2021

Shawn Franks  
Winnebago County Facilities  
400 W. State Street Room 020  
Rockford, IL 61101

Re: Public Safety Building Review 2021  
420 West State Street  
Rockford, IL

Shawn,

On November 29, 2021 at your request, Theodore J. Carlson, a licensed Structural Engineer in the State of Illinois, reviewed the as built conditions of the building located at the above referenced address. The purpose of the inspection was to determine how the building was constructed and to offer a professional opinion on whether or not the building could be left unheated and what impacts that might have on the building structure. Not all items discussed as a courtesy during the inspection will necessarily be included within the report.

The front of the building, shown in the attached photo #1, is assumed to face north. You indicated that the building is considered to be 5-1/2 stories tall.

### **OBSERVATIONS**

At the center of the building there is an open parking area as shown in the attached photos #1 and #2. As can be seen in photo #2, the construction of the building over the parking area was reinforced concrete. You indicated that a previous detailed analysis of the building by an engineering company had indicated that it was constructed with a combination of cast in place, post tensioned, and precast concrete. I believe the precast components are mostly interior partition walls.

To the left of photo #2 is a non load bearing exterior partition wall with mostly windows. Photo #3 was taken to the east, or to the inside, of the partition wall and as can be seen the construction of the floor above continues from over the parking area. As can be seen in photo #3, the interior partition walls in this area had been constructed with precast concrete.

An inspection at the interior of the building revealed non load bearing partition walls constructed with studs and drywall, and with concrete block. Examples of this are shown in photos #4, #5, and #6. The concrete block walls were used primarily in the areas which had jail cells. Photo #5 also shows more of the reinforced concrete which was used for the floor and roof framing.

In photo #7 you can see where the reinforced concrete floor structure cantilevers beyond the floor below and is exposed to the elements.

There was an area of one floor, shown in photograph #8, where there was some unusual cracking and unevenness. We observed glue from removed flooring inside the crack so the cracking had to have been there for awhile. Determining the cause of the cracking and unevenness was beyond the scope of this investigation. It is assumed that the engineering company that did the previous detailed study of the building would have also observed this and brought it up if it was a concern.

## **CONCLUSION**

The building floors, beams, and columns were constructed using reinforced concrete which will not be adversely effected by cold or hot temperatures. There are areas of the building which have been exposed to the elements since it was constructed with no degradation in structural integrity. Therefore, the building can be left unheated on the upper floors without impacted the structural integrity of the building.

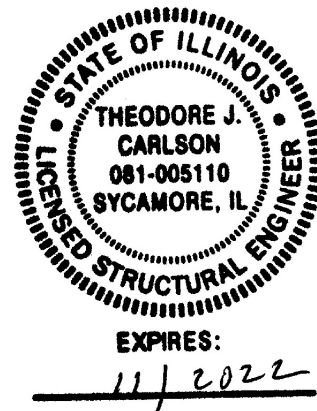
Interior finishes, such as drywall and paint, will deteriorate more rapidly in an uncontrolled environment. Condensation may be a problem at times when the concrete is still cold and warm humid air moves into the area.

If there are any questions with regard to this report, or if I can be of further assistance to you in any way, please do not hesitate to call.

Sincerely;



Theodore J. Carlson  
Licensed Structural Engineer



November 30, 2021

Shawn Franks  
Winnebago County Facilities  
400 W. State Street Room 020  
Rockford, IL 61101

Re: Structural Inspection  
420 West State Street  
Rockford, IL

Photographs Page 1 of 2:



Photo 1: Front of building faces north.



Photo 2: West side of building next to parking area.



Photo 3: View of ceiling at interior of building just inside west curtain wall.



Photo 4: Interior partition walls constructed with studs and drywall.

November 30, 2021

Shawn Franks  
Winnebago County Facilities  
400 W. State Street Room 020  
Rockford, IL 61101

Re: Structural Inspection  
420 West State Street  
Rockford, IL

Photographs Page 2 of 2:



Photo 5: Reinforced concrete floor or roof supported along concrete block partition wall.



Photo 6: Block partition walls in areas of jail cells.



Photo 7: Reinforced concrete structure exposed to the elements.

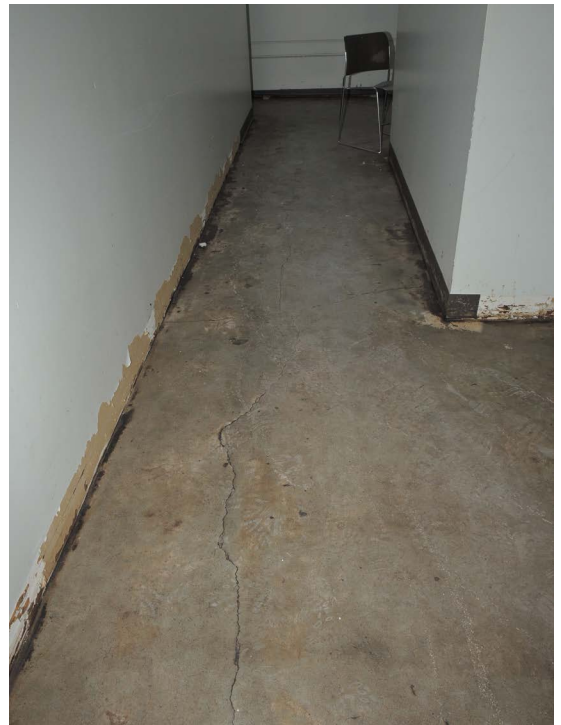


Photo 8: Cracking in floor and some floor unevenness.

# Winnebago County Public Safety Building Demolition/Reuse

Project Status and Update



Rockford, IL

August 26, 2019

Revised February 25, 2020



INNOVATION IN DESIGN | BUILDING WITH DISTINCTION

# Agenda & Discussion

- Review Project from August 26, 2019
- Project Status Update as of February 25, 2020
- Preliminary Budget Ranges
- Next Steps



# Goals & Priorities

- **Reduce overhead and operating costs.**
- **Develop a cost-effective Demolition approach.**
- Keep the morgue open and operational.
- Develop a security / life safety plan – temporary and permanent.
- Maintain the underground tunnel operations and access points.
- Develop an efficient site/building plan for future needs.
- Represents the County's best interest in all matters.



The operative word is ***underground***

# Findings



- The Tunnel / Lower Level is an asset and important for operations.
- The Tunnel / Lower Level improves campus security and staff operations.
- The PSB building is structurally sound, although will require further investigations and assessment, due to its variety of concrete structural systems.
- The Morgue can be efficiently relocated during the demolition and returned on a permanent basis.
- The courtroom operations appear to be inefficient and have higher security risk.

# IT and Maintenance

## Findings:

- The PSB building houses an old Main Data Facility (MDF) – **this must be abandoned or relocated.**
- IT Department is investigating back-up plans for redundancy of the main computer network connections in the event of a breach during demolition.
- The PSB building is heated/cooled by quadrants, not by floors. The equipment is obsolete and costly to operate and maintain.
- Plumbing and drain lines are leaking and inoperable.
- **There is an inefficient use of time and dollars spent to operate PSB.**



# Coroner Findings:

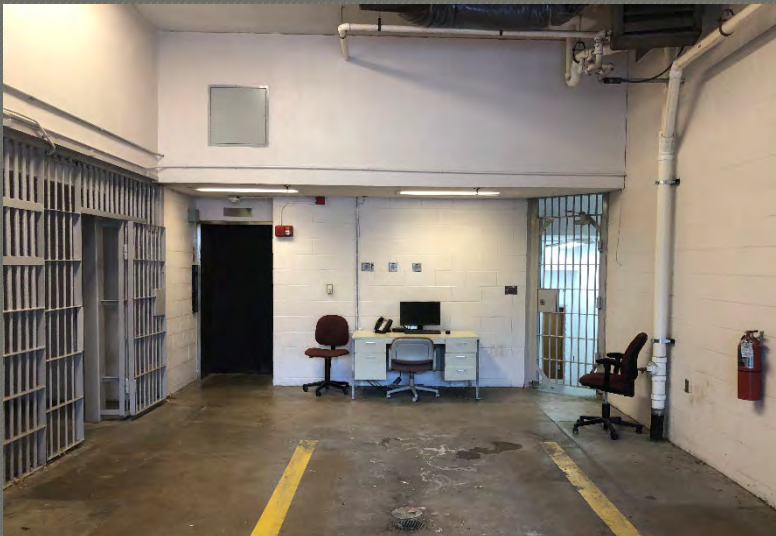
- Space is generally adequate and functions well.
- Current Morgue/ Tunnel level provides adequate separation of public and private functions.
- Morgue access for workers will be confirmed as the Demolition Plan is developed.
- **Temporary relocation of the Morgue is the critical path for start of PSB Demolition.**



# Sheriff

## Findings:

- The Historic Courthouse off Elm St. will provide a temporary entrance during demolition.
- An additional third scanner would improve movement of people through security.
- Prisoner transport is inefficient and increases security risks.
- **The existing prisoner holding cells/elevator capacity adds to the courtroom delays, as well as increasing security risks.**



## Findings:

- Highlighted the importance of the main entrance – that is safe, efficient, and a recognized place of respect and justice.
- Stressed the importance of the tunnel connection to all buildings by judges, attorneys, clerks, probation officers, jurors, files...
- Existing Jury assembly room is undersized and inconveniently located.
- **The prisoner transportation process delays courtroom operations.**



# Clerk of the Circuit Court

## Findings:

- Clerk areas for public access are well positioned on First Floor.
- Increased need for storage space.
- Tunnel access to CJC is important for Clerks traveling throughout the day.



# Public Defender

## Findings:

- Importance of uninterrupted access to and from Courthouse, CJC, and JCC.
- Lawyers, staff, and lots of files constantly traveling between buildings.
- **An improved courthouse operation will add to the staff's efficiency.**



# State's Attorney Findings:

- Need for more storage space.
- Importance of security for employees – traveling to CJC and parking.
- **The Fitness/Wellness Center was identified as an asset. Any improvement to these soft amenities would be a benefit.**



# Morgue Relocation Options

- Researched off-site Morgue operations
  - Temporary and Permanent Sites
- It is anticipated that a new Morgue would require 20,000 – 24,000 sq. ft.
- A new permanent Morgue building is not recommended.
  - Current deficiencies do not warrant a new space.
  - By relocating the Morgue you lose the Tunnel/Lower Level advantages.
  - New construction is more costly
- **The Morgue's final location is recommended to be at its current location.**



# Morgue Relocation Options

- Property researched in the area

5400 N 2<sup>nd</sup> Street, Loves Park



# Morgue Relocation Options

- Property researched in the area

720 Chestnut Street



425 S Winnebago Street



# Morgue Relocation Options

- Property researched in the area

## 99 E State Street



## 716 W Jefferson Street



# Morgue Relocation Options

## Existing County Building – Maintenance



- Maintenance Building at the PSB site is 5,680 sq. ft. (the final layout will need to be confirmed.)
- This temporarily location will accommodate Morgue equipment and storage: i.e. coolers/supplies/tissue samples/vans.
- Autopsies will be temporarily moved to Mercyhealth Hospital.
- Family viewing will temporarily not be available.

# Structural Assessment

## Progress:

- Reviewed existing drawings
- Consulted with demolition and post tensioning contractors
- Started exploratory demolition
- We have determined the building has a variety of structural systems
- The removal of the columns, beams, floors, “shear” walls will significantly impact the Demolition scope and bids
- The existing post-tensioned structural members will require additional research before the Demolition Scope is finalized – minimize future changes



# MEP Assessment Progress:

- Reviewed existing drawings
- Consulted with engineers
- Started exploratory demolition and site tours
- We have determined that the existing HVAC system is antiquated, met its useful life, and will require complete removal.
- The Lower Level occupied areas need to be re-designed for their appropriate functions:

Rain drainage systems  
Hot/cold water and sanitary lines  
Electrical, fire alarm systems



# Adaptive Reuse Options

## Solar Energy

- Reviewed solar energy options
- Consulted with solar energy providers
- There are third party tax opportunities using solar energy
- **Further investigation is needed to determine if this is viable option**



## Technology Training Center

- Reviewed existing floor plans, classroom sizes, equipment layout, and material flow
- Further discussions needed to establish partnerships and viability

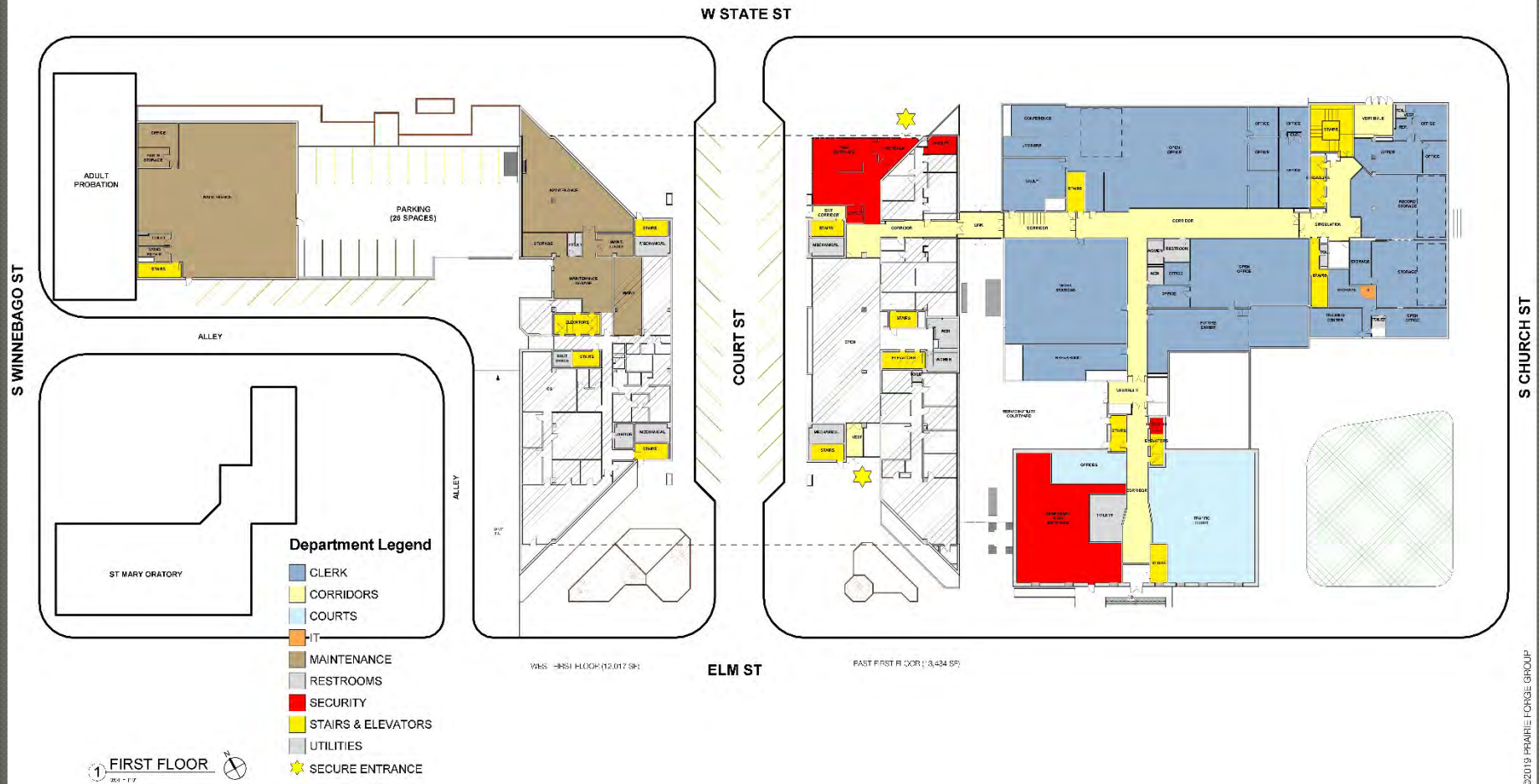


# Existing Floor Plan



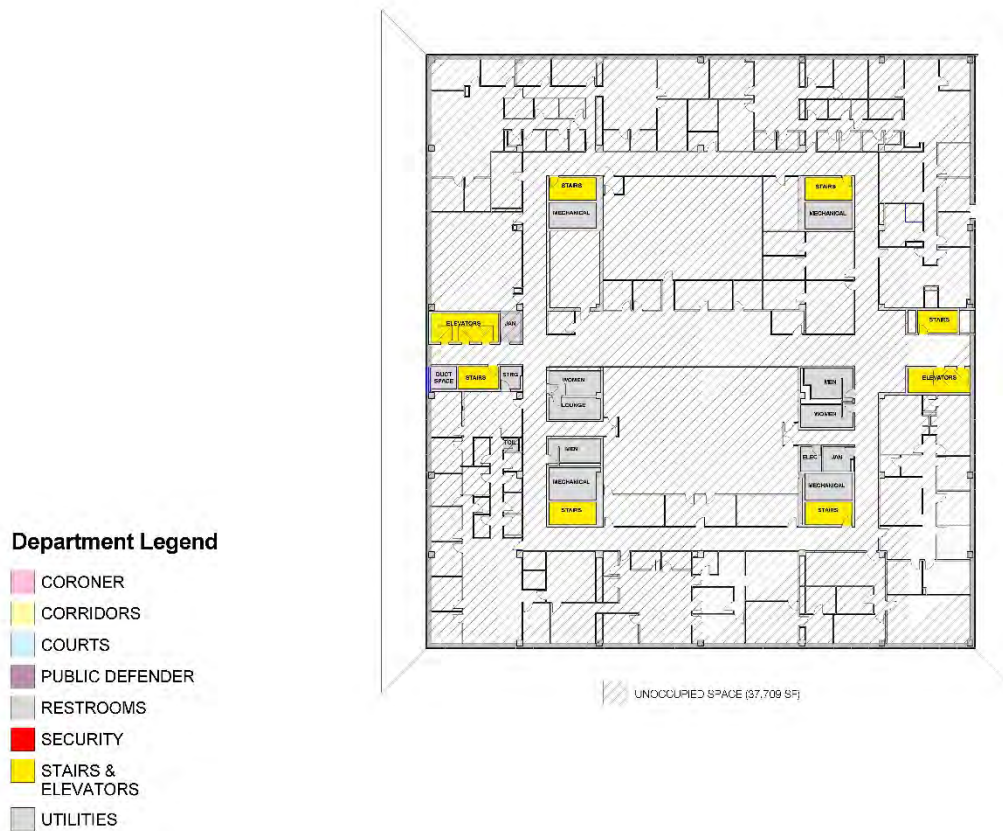
## Tunnel / Lower Level Areas

# Existing Floor Plan



## Site Features and First Floors

# Existing Floor Plan



## Second Floors

# Existing Floor Plan



## Third Floors

# Existing Floor Plan



## Fourth Floors

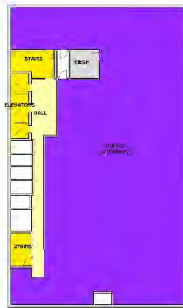
# Existing Floor Plans



① 5TH FLOOR  
SWP = 1.0

## Department Legend

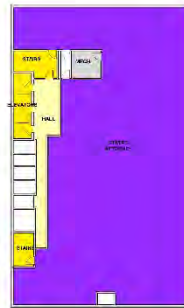
- CORRIDORS
- COURTS
- RESTROOMS
- STAIRS & ELEVATORS
- STATE'S ATTORNEY
- UTILITIES



② 6TH FLOOR  
SWP = 1.0

## Department Legend

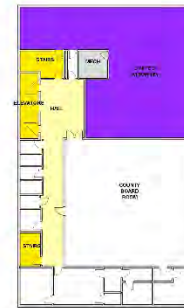
- CORRIDORS
- STAIRS & ELEVATORS
- STATE'S ATTORNEY
- UTILITIES



③ 7TH FLOOR  
SWP = 1.0

## Department Legend

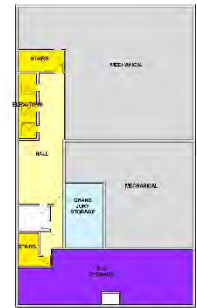
- CORRIDORS
- STAIRS & ELEVATORS
- STATE'S ATTORNEY
- UTILITIES



④ 8TH FLOOR  
SWP = 1.0

## Department Legend

- CORRIDORS
- STAIRS & ELEVATORS
- STATE'S ATTORNEY
- UTILITIES



⑤ 9TH FLOOR  
SWP = 1.0

## Department Legend

- CORRIDORS
- COURTS
- STAIRS & ELEVATORS
- STATE'S ATTORNEY
- UTILITIES

# 5th – 9th Floors

# Highlights of Scheme A

- Demolition of all 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Floors and west half of the First Floor.
- Main Entrance moves to the NE corner of site.
- The Public Records space moves.
- A “Back Entry” on Court Street.
- Expanded Sally Port and Holding Cells – with separate circulation.
- Improves prisoner circulation with an improved connection to the Courtrooms on 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Floors.
- Expanded Jury Assembly Room.
- Coffee shop for public/staff use.

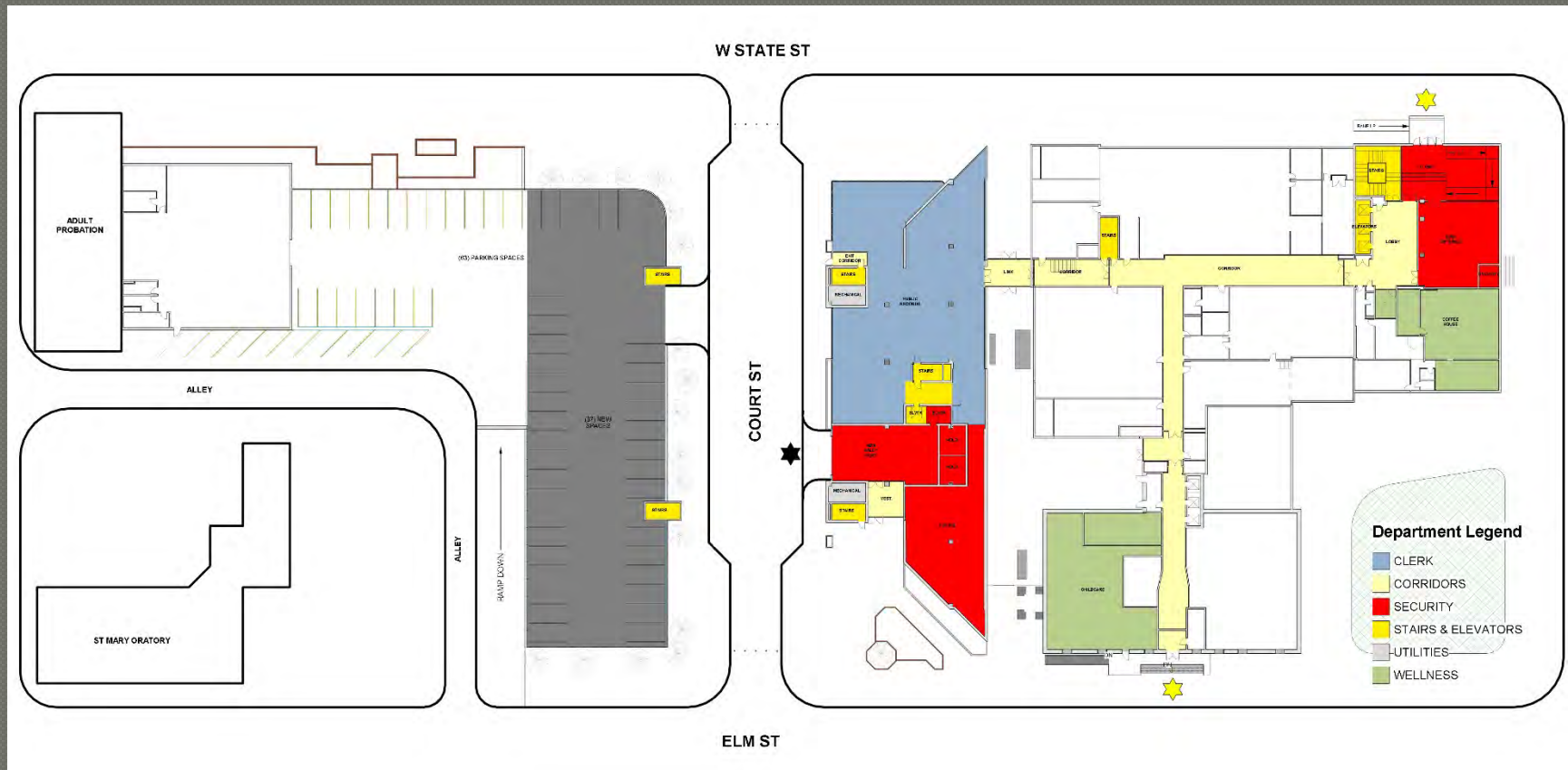


# Design Option – Scheme A



Tunnel

# Design Option – Scheme A



1<sup>st</sup> Floor

# Design Option – Scheme A



2<sup>nd</sup> / 3<sup>rd</sup> Floors

# Design Option – Scheme A



# Scheme A Provides:

- Reduces overhead costs – new heating/cooling system.
- Improves Main Entrance – Security- Functionality and Efficiency - Reorients the site, by separating the front public side to the back-service entry.
- Reduces the walking distance between the elevators and the current entry – pass through 3 buildings and a “Link” down a corridor. It simplifies visitor access and circulation points.
- The Sally Port is improved with larger bus capacity and increased Holding Cells.
- Prisoner transporting process is improved and more efficient with a new prisoner elevator that would connect directly to each courtroom floor.
- Addition of coffee shop for public/staff use.

# Highlights of Scheme B

- Demolition of 3<sup>rd</sup> and 4<sup>th</sup> Floors.
- Locates the Main Entrance to Elm Street.
- Locates prisoner transfer to an expanded Sally Port - larger Holding Cells with separated circulation.
- Lower Level is transformed to accommodate more parking.
- Moves Fitness and Daycare above ground.
- Future expansion space (38,000 sf) at the 2<sup>nd</sup> Floor PSB.
- Future growth and expansion at the 1<sup>st</sup> Floor.

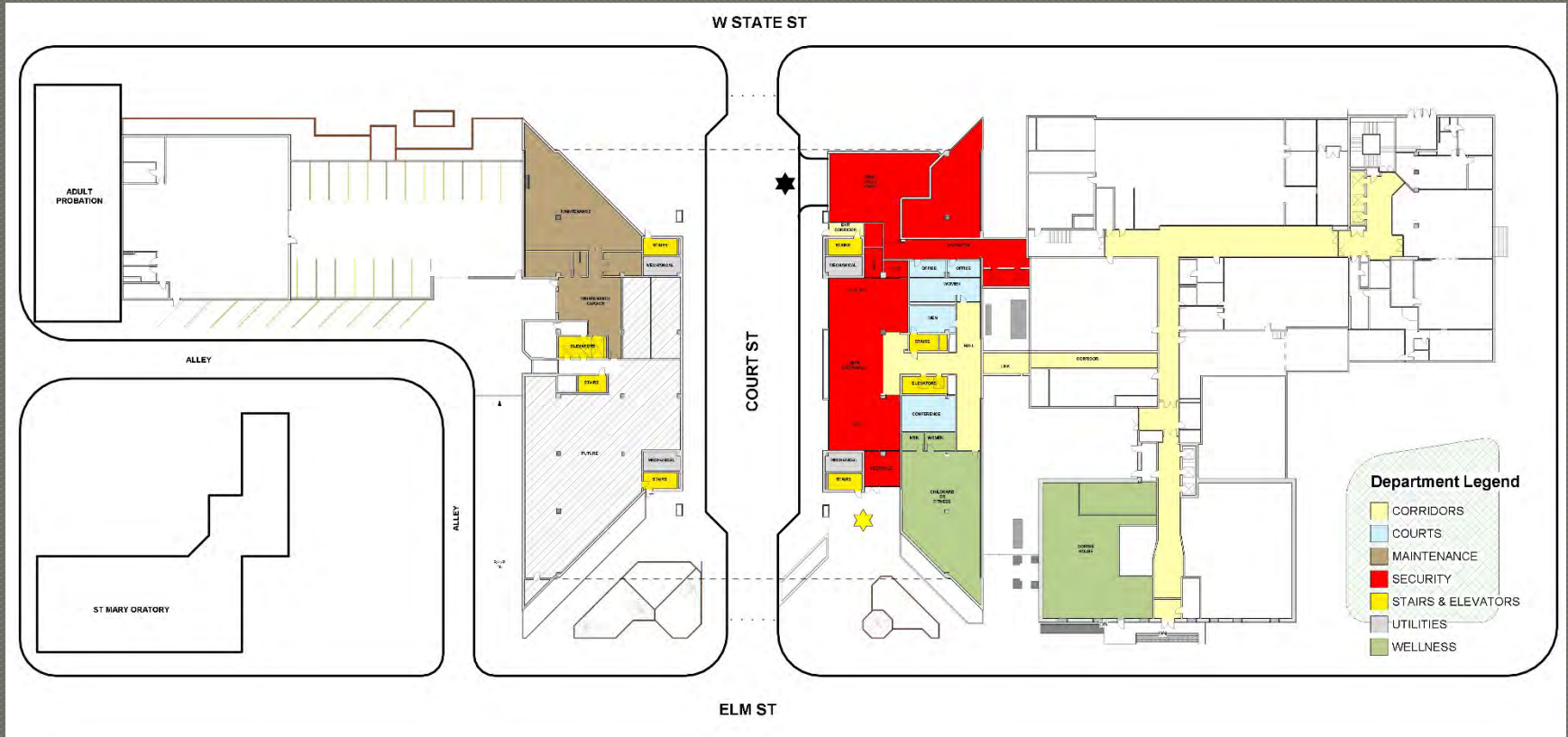


# Design Option-Scheme B



Tunnel

# Design Option-Scheme B



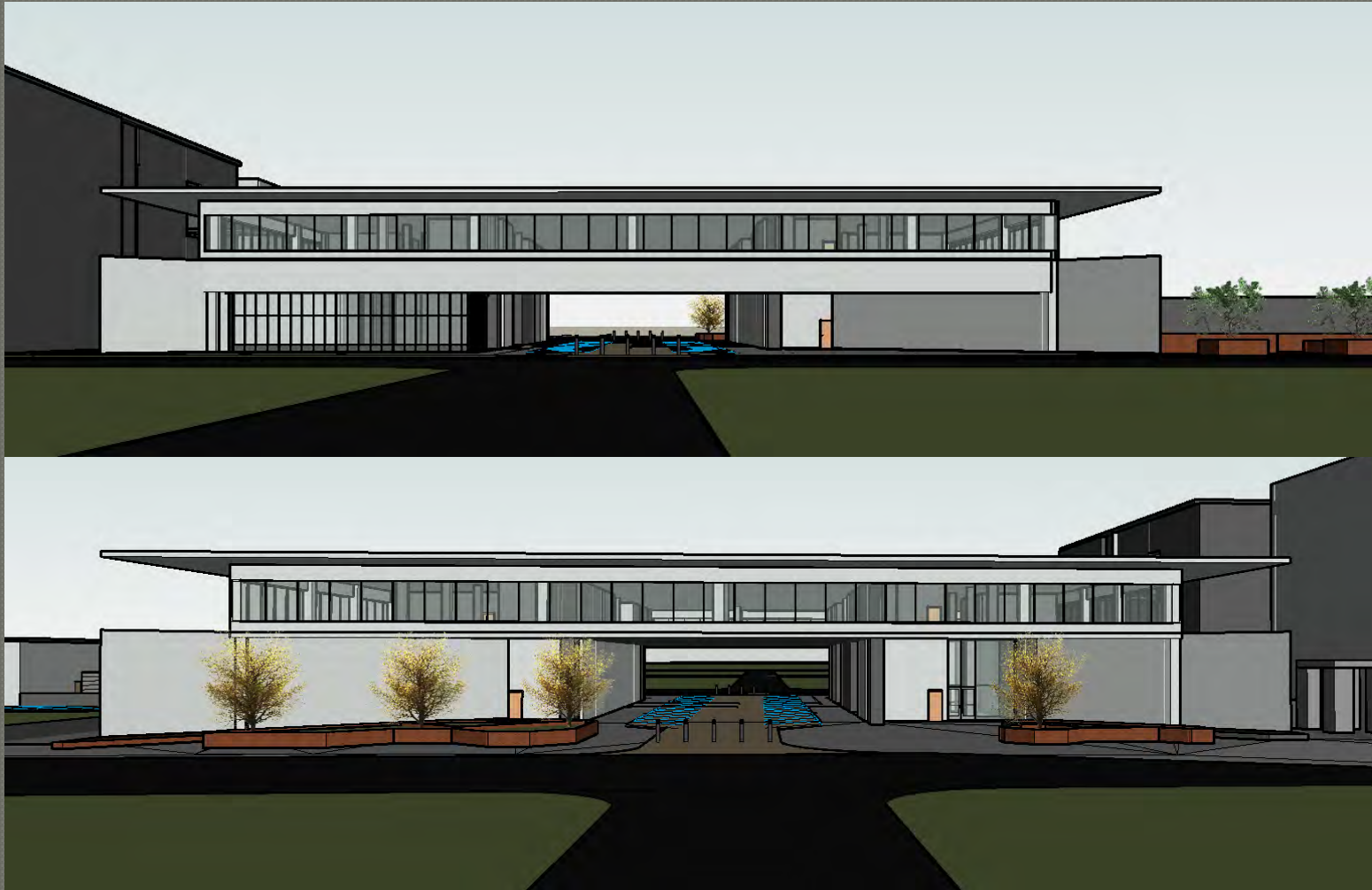
## 1<sup>st</sup> Floor

**Department Legend**

- RESTROOMS
- SECURITY
- STAIRS & ELEVATORS
- UTILITIES

## 2<sup>nd</sup> / 3<sup>rd</sup> Floors

# Design Option-Scheme B



## Scheme B Provides:

- Less site area to restore and less demolition costs by not completely removing the entire PSB Building.
- Preserves 38,000 sf for future 2<sup>nd</sup> floor uses.
- Improves Entrance – Security – Centralized location
- Prisoner transport is more efficient with larger space for buses and more holding cells.
- Prisoner transport is more efficient with a new prisoner elevator that would connect directly to each courtroom floor.
- Addition of coffee shop for public/staff use.
- Fitness and Daycare are removed from the Lower Level - more accessible, welcoming and opens up Lower Level for more parking.

# Design Option-Scheme C



# Highlights of Scheme C

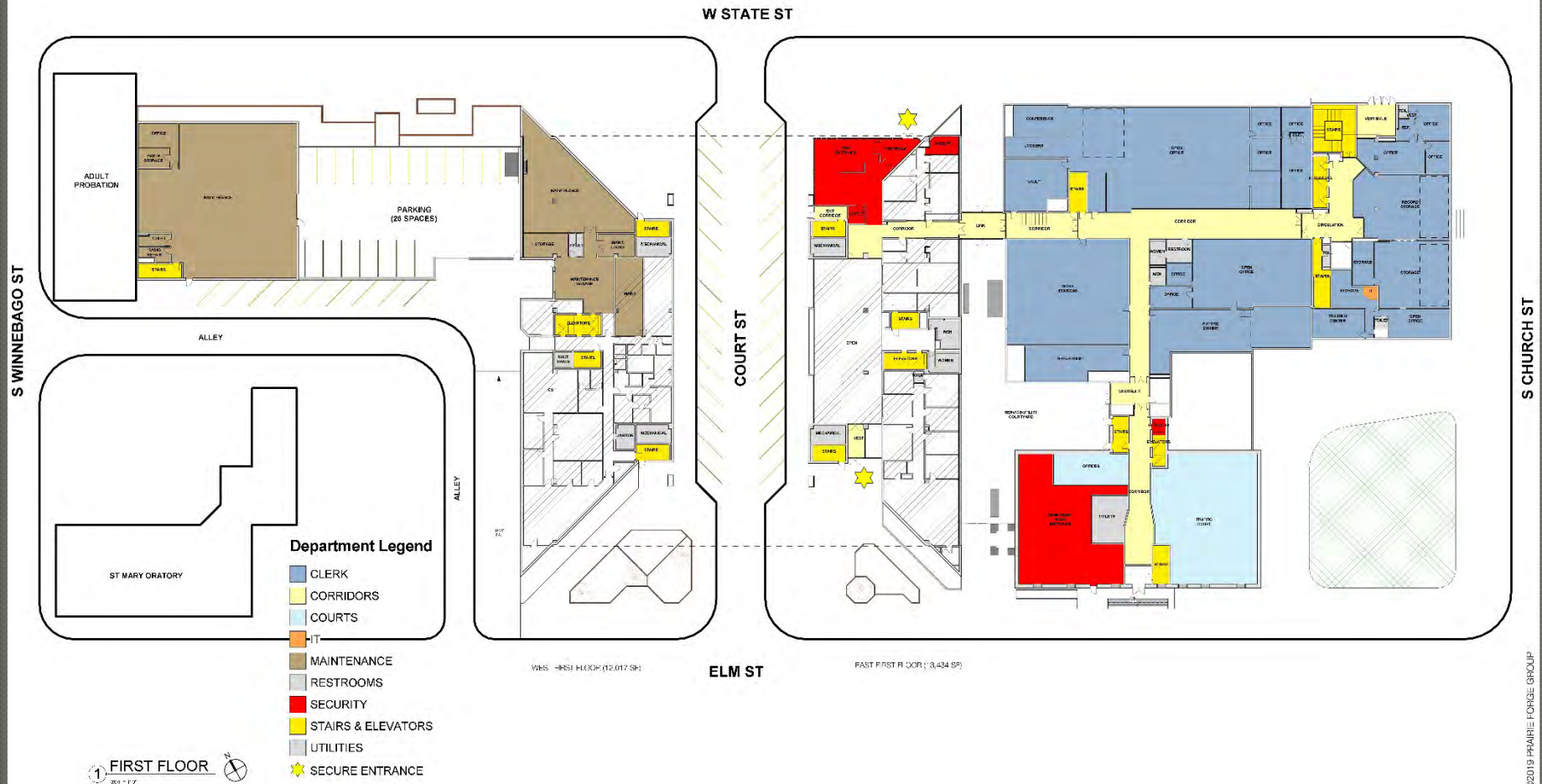
- Reduces overhead costs – new heating/cooling system.
- Interior selective demolition at 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> floors.
- Preserves the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> floors for future build-out.
- Least cost for this first step – most costly for the next steps.
- More maintenance costs to repair/maintain the exterior envelope - roof, pre-cast concrete panels, and doors/windows.
- More costly to improve at a later date: i.e. elevators, four stories, escalation, largest volume to build out.
- Least amount of upgrades with no improvements to staffing efficiencies, safety, prisoner transporting, expanded main entry, parking, courtroom operations, and wellness.

# Design Option-Scheme C



## Tunnel

# Design Option-Scheme C



# Scheme C Provides

- Reduces overhead costs – new heating/cooling system.
- Preserves the 159,658 sf over four floors for future use and expansion.
- Least cost for this first step.
- Most costly at a later date.
- More maintenance costs to repair/maintain a larger volume that is 46 years old.
- Least amount of upgrades to address staffing inefficiencies, safety, prisoner transporting, expanded main entry, parking, courtroom operations, and wellness.
- Avoids the morgue relocation.
- Least amount of disruption to operations and staff.

# Discussion + Questions

End of August 26<sup>th</sup> Presentation

# Status Update

## Completed:

- Collect existing drawings
- Generate background AutoCAD plans
- Interview County staff- goals
- Review access routes
- Review Morgue operations
- Address security goals
- Address access routes
- Review site utilities
- Site Survey
- Develop (3) design options



# Status Update

## Pending:

- Finalize structural & demolition scope
- Finalize “draft” budgets
- Board presentation
- Board select scheme and move to the next step



# Status Update



# Status Update



# Status Update



# Scheme A

## Preliminary Budget



- Budget estimates are subject to change, depending on what is uncovered during probing and assessment.
- Project cost range \$13M - \$15M

# Scheme A

## Preliminary Budget

	<u>Low Range</u>	<u>High Range</u>
Site Work	\$ 700,000	\$ 990,000
Building Work	\$ 7,900,000	\$ 9,510,000
Soft Costs (Contingency, FF&E, Miscellaneous, Consultant Fees, Escalation)	\$ 4,300,000	\$ 4,900,000
<b>Total</b>	<b>\$ 12,900,000</b>	<b>\$ 15,400,000</b>

# Scheme B

## Preliminary Budget



- Budget estimates are subject to change, depending on what is uncovered during probing and assessment.
- Project cost range \$11M - \$13M

# Scheme B

## Preliminary Budget

	<u>Low Range</u>	<u>High Range</u>
Site Work	\$ 400,000	\$ 450,000
Building Work	\$ 7,300,000	\$ 8,200,000
Soft Costs (Contingency, FF&E, Miscellaneous, Consultant Fees, Escalation)	\$ 3,700,000	\$ 4,300,000
<b>Total</b>	<b>\$ 11,400,000</b>	<b>\$ 12,950,000</b>

# Scheme C

## Preliminary Budget



- Budget estimates are subject to change, depending on what is uncovered during probing and assessment.
- Project cost range \$4.6M - \$5.7M

# Scheme C

## Preliminary Budget

	<u>Low Range</u>	<u>High Range</u>
Site Work	\$ 100,000	\$ 170,000
Building Work	\$ 2,900,000	\$ 3,600,000
Soft Costs	\$ 1,600,000	\$ 1,900,000
(Contingency, FF&E, Miscellaneous, <u>Consultant Fees, Escalation)</u>		
<b>Total</b>	<b>\$ 4,600,000</b>	<b>\$ 5,670,000</b>

# Immediate Next Steps

- Remove all hazardous materials from PSB – **Authorize Environmental testing**
- Remove all low voltage cabling not in use
- Remove and dispose of all debris and furniture
- Continue structural assessment – **Authorize additional probing & analysis**
- Continue MEP assessment
- Finalize budget and phasing & sequencing schedule
- **Which Option does the Board desire to move forward with the next steps?**



# Thank You



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

2021 CR \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: PAUL ARENA

---

**RESOLUTION ADOPTING A REAPPORTIONMENT PLAN FOR  
THE COUNTY OF WINNEBAGO, ILLINOIS**

---

**WHEREAS**, the County of Winnebago is required under the Counties Code, 55 ILCS 5/2-3001, *et seq.* to reapportion its representative districts and to have that reapportionment plan adopted and filed with the Winnebago County Clerk by December 31, 2021; and

**WHEREAS**, the Winnebago County Board is currently divided into twenty (20) single-member districts; and

**WHEREAS**, pursuant to 55 ILCS 5/2-3003, the Winnebago County Board Chairman presented a reapportionment plan for twenty (20) single-member districts (the “Plan”) on November 17, 2021; and

**WHEREAS**, after due notice was given to the public, a public hearing was held on the Plan on December 2, 2021 by the Operations and Administrative Committee of the Winnebago County Board; and

**WHEREAS**, after considering the public comments, the Winnebago County Board Chairman and the Winnebago County Board have developed a reapportionment plan in accordance with the provisions of 55 ILCS 5/2-3003 in the form of the County Board District Map attached as Exhibit A of this Resolution, together with the correlating descriptions of the U.S. Census block numbers for each district attached thereto.

**THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the reapportionment plan for the County Board of the County of Winnebago, Illinois shall be as follows:

- I. That the County of Winnebago, Illinois, shall be divided into twenty (20) County Board Districts.
- II. That one (1) member of the Winnebago County Board shall be elected commencing in 2022 from each of said County Board Districts.

- III. That the County Board Districts designated herein have been determined based on the factors enumerated in 55 ILCS 5/2-3003.
- IV. That the County Board Districts herein established and designed are as described in Exhibit A attached to this Resolution and incorporated herein by reference.
- V. That the members of the County Board shall, no later than September 1, 2022, provide for Division of the County Board Districts into two (2) groups of ten (10) so that the Board members or their successors in one group shall be assigned to successive terms of two (2) years, four (4) years, and four (4) years, and the members or successors from the second group shall be elected to successive terms of four (4) years, four (4) years, and two (2) years.
- VI. That the annual compensation for County Board Members in the newly apportioned districts are set at the time of reapportionment, pursuant to 55 ILCS 5/2-3008, as follows:

Beginning December 5, 2022, members of the County Board shall be paid an annual salary of \$9,600. In addition, each member of the County Board shall be entitled to an annual cost-of-living adjustment (COLA) (based on the All Urban Consumers (CPI-U)).

**BE IT FURTHER RESOLVED**, that if any portion of this Resolution or the application hereof is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such ruling shall not affect any other provision of this Resolution not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this Resolution are declared severable.

**BE IT FURTHER RESOLVED**, that nothing herein hereby adopted shall be construed to affect any suit or proceeding now pending in any court or any rights accrued or liability incurred or any cause or causes of action accrued or existing under prior Resolutions, nor shall any right or remedy of any character be lost, impaired or affected by this Resolution.

**BE IT FURTHER RESOLVED**, that the Clerk of the Winnebago County Board is hereby directed to forthwith file a true and correct copy of this Resolution in the office of the County Clerk of the County of Winnebago, Illinois.

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

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

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

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

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

\_\_\_\_\_  
Jaime Salgado

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

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

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

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

\_\_\_\_\_  
Jaime Salgado

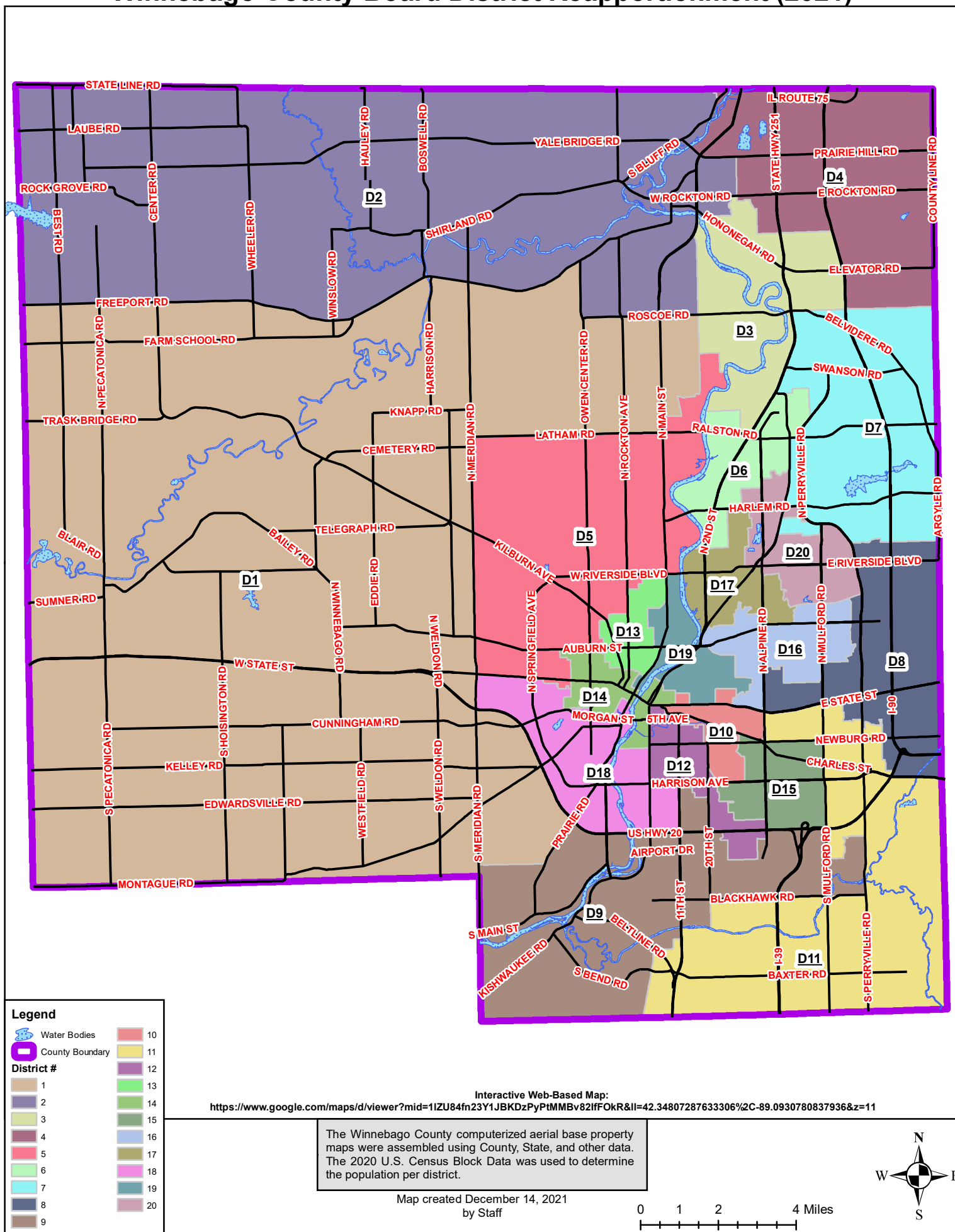
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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

# Winnebago County Board District Reapportionment (2021)



Winn Alt 2

ID	Total Pop	Devation	Total CVAP	White	Minority	Hispanic	Black	Asian	Native	Pacific	
Un	0	0.00%	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
1	14,183	-0.60%	11,046	93.52%	6.48%	2.44%	2.39%	1.06%	0.41%	0.00%	
2	14,348	0.56%	10,591	94.90%	5.10%	1.62%	2.14%	0.72%	0.50%	0.04%	
3	14,234	-0.24%	10,374	94.57%	5.43%	1.96%	1.24%	1.95%	0.44%	0.00%	
4	14,308	0.28%	10,264	90.38%	9.62%	4.26%	2.90%	2.38%	0.33%	0.00%	
5	14,217	-0.36%	10,643	74.59%	25.41%	5.37%	17.67%	0.39%	1.06%	0.00%	
6	14,191	-0.54%	11,114	89.32%	10.68%	5.94%	2.30%	1.69%	0.44%	0.13%	
7	14,327	0.41%	10,317	86.18%	13.82%	3.36%	5.39%	4.63%	0.19%	0.00%	
8	14,192	-0.53%	10,500	75.60%	24.40%	7.38%	9.95%	5.82%	0.60%	0.00%	
9	14,133	-0.95%	10,786	78.62%	21.38%	9.73%	9.22%	1.83%	0.60%	0.00%	
10	14,346	0.55%	9,596	73.61%	26.39%	11.12%	12.63%	1.69%	0.88%	0.00%	
11	14,285	0.12%	10,926	80.91%	19.09%	6.93%	6.62%	4.58%	0.79%	0.00%	
12	14,247	-0.15%	9,242	54.22%	45.78%	20.36%	21.84%	2.81%	0.85%	0.01%	
13	14,262	-0.04%	8,868	59.02%	40.98%	7.43%	32.45%	0.43%	0.80%	0.00%	
14	14,291	0.16%	9,951	34.00%	66.00%	12.10%	51.44%	1.30%	1.15%	0.03%	
15	14,227	-0.29%	8,996	67.05%	32.95%	14.31%	16.86%	1.48%	0.39%	0.00%	
16	14,257	-0.08%	11,072	81.12%	18.88%	6.76%	8.11%	3.95%	0.14%	0.00%	
17	14,301	0.23%	11,237	87.57%	12.43%	5.05%	6.59%	0.80%	0.20%	0.00%	
18	14,278	0.07%	8,509	45.08%	54.92%	18.72%	34.76%	0.75%	0.74%	0.00%	
19	14,338	0.49%	11,298	78.64%	21.36%	6.46%	11.57%	2.27%	0.70%	0.00%	
20	14,385	0.82%	11,360	86.38%	13.62%	4.89%	6.10%	2.13%	0.32%	0.00%	
Summary	14,268	1.77%	10,335	77.20%	22.80%	7.52%	12.44%	2.16%	0.57%	0.01%	

# Autobound EDGE - Bill Language Report

## AutoBound Edge Report

Plan Name:Winn Alt 2 Plan Last Edited on: 12/16/2021 6:06:38 PM



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# Autobound EDGE - Bill Language Report



**For District: 1**    Population: 14,183    Ideal: 640,625    Deviation: -97.79 %

## Geography Layer: Townships

In

In Winnebago County		For District: 1	
Name	Geoid	Population	Voting Age Population
Burritt township	1720109915	1111	848
Pecatonica township	1720158421	4168	3148
Seward township	1720168783	839	656
Winnebago township	1720182504	4984	3870

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township		For District: 1	
Name	Geoid	Population	Voting Age Population
Rockford 31		1130	884

## Geography Layer: Blocks

In Winnebago County

In Rockford 4		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 1000	172010037111000	0	0

In Rockford 7		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 1003	172010037111003	0	0
Block 1009	172010037111009	0	0

In Wd 05 Pct 04		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 1011	172010037111011	119	67
Block 1012	172010037111012	62	38
Block 1013	172010037111013	0	0
Block 1014	172010037111014	41	22
Block 1015	172010037111015	68	40
Block 1016	172010037111016	0	0
Block 1017	172010037111017	0	0
Block 1018	172010037111018	0	0
Block 1019	172010037111019	0	0
Block 1020	172010037111020	0	0
Block 1038	172010037111038	0	0
Block 1039	172010037111039	0	0

In Owen 1		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 2000	172010038012000	12	8
Block 2001	172010038012001	17	10
Block 2002	172010038012002	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Owen 1		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 2003	172010038012003	6	5
Block 2004	172010038012004	2	0
Block 2005	172010038012005	10	6
Block 2006	172010038012006	13	9
Block 2007	172010038012007	11	11
Block 2008	172010038012008	35	27
Block 2009	172010038012009	7	6
Block 2010	172010038012010	147	122
Block 2011	172010038012011	29	27
Block 2012	172010038012012	25	23
Block 2013	172010038012013	40	32
Block 2014	172010038012014	18	18
Block 2028	172010038012028	11	10
Block 2029	172010038012029	47	43
Block 3046	172010038013046	11	9
Block 4000	172010038014000	29	29
Block 4001	172010038014001	56	43
Block 4002	172010038014002	215	193
In Rockton 2		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 3027	172010039013027	15	15
Block 3028	172010039013028	10	9
Block 3029	172010039013029	8	8
Block 3030	172010039013030	10	8
Block 3065	172010039013065	0	0
In Harrison 1		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 3032	172010041003032	27	11
Block 3033	172010041003033	37	26
Block 3034	172010041003034	0	0
Block 3035	172010041003035	14	11
Block 3036	172010041003036	71	63
Block 3037	172010041003037	12	9
Block 3038	172010041003038	52	37
Block 3039	172010041003039	30	24
Block 3040	172010041003040	50	37
Block 3041	172010041003041	0	0
Block 3042	172010041003042	20	11
Block 3043	172010041003043	30	25

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harrison 1		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 3052	172010041003052	53	50
Block 3055	172010041003055	12	12
Block 3056	172010041003056	6	6
Block 3057	172010041003057	0	0
Block 3058	172010041003058	3	3
Block 3059	172010041003059	14	8
Block 3082	172010041003082	0	0
Block 3083	172010041003083	17	17
Block 3084	172010041003084	9	9
Block 3085	172010041003085	5	1
Block 3101	172010041003101	25	25
Block 3102	172010041003102	19	16
Block 3106	172010041003106	0	0
In Durand 1		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 3051	172010041003051	43	26
Block 3053	172010041003053	28	25
Block 3054	172010041003054	24	16
Block 3060	172010041003060	2	2
Block 3086	172010041003086	12	12
Block 3087	172010041003087	17	14
Block 3088	172010041003088	4	4
Block 3089	172010041003089	4	4
Block 3093	172010041003093	0	0
Block 3094	172010041003094	2	0
Block 3095	172010041003095	4	4
Block 3107	172010041003107	0	0
In Durand 2		For District: 1	
Name	Geoid	Population	Voting Age Population
Block 3061	172010041003061	20	16
Block 3062	172010041003062	19	16
Block 3073	172010041003073	19	17
Block 3074	172010041003074	12	10
Block 3079	172010041003079	34	32
Block 3080	172010041003080	22	21
Block 3081	172010041003081	20	16
Block 3090	172010041003090	15	12
Block 3091	172010041003091	26	16
Block 3092	172010041003092	0	0

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Durand 2

For District: 1

Name	Geoid	Population	Voting Age Population
Block 3096	172010041003096	11	11
Block 3097	172010041003097	2	0
Block 3098	172010041003098	1	1
Block 3099	172010041003099	9	8
Block 3100	172010041003100	5	1
Block 3104	172010041003104	9	8
Block 3105	172010041003105	5	5
Block 3108	172010041003108	2	2

**For District: 2**    Population: 14,348    Ideal: 640,625    Deviation: -97.76 %

## Geography Layer: Townships

In

In Winnebago County

For District: 2

Name	Geoid	Population	Voting Age Population
Laona township	1720142054	1242	1051
Shirland township	1720169615	963	806

## Geography Layer: Voting Precincts

In Winnebago County

In Rockton township

For District: 2

Name	Geoid	Population	Voting Age Population
Rockton 1		1983	1544
Rockton 9		1049	817
Rockton 11		981	789

## Geography Layer: Blocks

In Winnebago County

In Rockton 13

For District: 2

Name	Geoid	Population	Voting Age Population
Block 1000	172010039011000	0	0
Block 1001	172010039011001	0	0
Block 1002	172010039011002	0	0
Block 1005	172010039011005	40	38
Block 1006	172010039011006	68	58
Block 1007	172010039011007	10	10
Block 1008	172010039011008	96	88
Block 1009	172010039011009	32	27
Block 1010	172010039011010	30	23
Block 1011	172010039011011	20	17
Block 1012	172010039011012	0	0
Block 1013	172010039011013	71	58

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 13

For District: 2

Name	Geoid	Population	Voting Age Population
Block 2000	172010039012000	0	0
Block 3018	172010039013018	0	0
Block 1033	172010040021033	0	0
Block 1034	172010040021034	0	0
Block 1035	172010040021035	9	6
Block 1036	172010040021036	3	2
Block 1037	172010040021037	17	15
Block 1038	172010040021038	12	9
Block 1039	172010040021039	9	5
Block 1040	172010040021040	6	5
Block 1041	172010040021041	17	11
Block 1046	172010040021046	2	2
Block 1047	172010040021047	19	16
Block 1057	172010040021057	32	21
Block 1058	172010040021058	17	12
Block 2025	172010040022025	0	0
Block 2027	172010040022027	30	27
Block 2028	172010040022028	14	13
Block 2029	172010040022029	18	11
Block 2030	172010040022030	17	10
Block 2031	172010040022031	14	10
Block 2032	172010040022032	17	14
Block 2033	172010040022033	23	12
Block 2034	172010040022034	15	10
Block 2035	172010040022035	0	0
Block 2036	172010040022036	13	13
Block 2037	172010040022037	8	7
Block 2038	172010040022038	0	0
Block 2039	172010040022039	0	0
Block 2040	172010040022040	0	0
Block 4007	172010040024007	0	0
Block 4040	172010040024040	0	0

In Rockton 2

For District: 2

Name	Geoid	Population	Voting Age Population
Block 1003	172010039011003	0	0
Block 1004	172010039011004	0	0
Block 3000	172010039013000	45	35
Block 3001	172010039013001	47	42
Block 3002	172010039013002	75	65

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 2

For District: 2

Name	Geoid	Population	Voting Age Population
Block 3003	172010039013003	12	12
Block 3004	172010039013004	14	7
Block 3005	172010039013005	12	12
Block 3006	172010039013006	101	82
Block 3007	172010039013007	37	32
Block 3008	172010039013008	18	16
Block 3009	172010039013009	12	11
Block 3010	172010039013010	13	6
Block 3011	172010039013011	0	0
Block 3012	172010039013012	0	0
Block 3013	172010039013013	18	18
Block 3014	172010039013014	0	0
Block 3015	172010039013015	0	0
Block 3016	172010039013016	0	0
Block 3017	172010039013017	0	0
Block 3019	172010039013019	69	50
Block 3020	172010039013020	83	67
Block 3021	172010039013021	12	6
Block 3022	172010039013022	33	20
Block 3023	172010039013023	104	88
Block 3024	172010039013024	85	62
Block 3025	172010039013025	17	7
Block 3026	172010039013026	45	40
Block 3031	172010039013031	3	3
Block 3032	172010039013032	15	14
Block 3033	172010039013033	11	8
Block 3034	172010039013034	12	12
Block 3035	172010039013035	0	0
Block 3069	172010039013069	22	18
Block 1023	172010040021023	16	12
Block 1024	172010040021024	0	0
Block 1026	172010040021026	0	0
Block 1030	172010040021030	0	0
Block 1031	172010040021031	0	0
Block 1032	172010040021032	0	0
Block 1042	172010040021042	18	11
Block 1048	172010040021048	24	23
Block 1051	172010040021051	29	25
Block 1054	172010040021054	47	29

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 2		For District: 2	
Name	Geoid	Population	Voting Age Population
Block 1055	172010040021055	25	18
Block 2017	172010040022017	0	0
Block 2018	172010040022018	14	8
Block 2019	172010040022019	8	8
Block 2026	172010040022026	0	0
In Rockton 12		For District: 2	
Name	Geoid	Population	Voting Age Population
Block 2001	172010039012001	0	0
Block 3037	172010039013037	0	0
Block 3038	172010039013038	0	0
Block 3039	172010039013039	0	0
Block 3040	172010039013040	0	0
Block 3047	172010039013047	6	6
Block 3048	172010039013048	7	4
Block 3049	172010039013049	11	10
Block 3052	172010039013052	117	71
Block 3053	172010039013053	73	53
Block 3054	172010039013054	103	67
Block 3055	172010039013055	43	19
Block 3056	172010039013056	24	13
Block 3057	172010039013057	54	36
Block 3060	172010039013060	9	5
Block 3061	172010039013061	9	5
Block 3066	172010039013066	18	14
Block 3067	172010039013067	5	3
Block 3068	172010039013068	0	0
In Rockton 8		For District: 2	
Name	Geoid	Population	Voting Age Population
Block 3002	172010040023002	22	14
Block 3003	172010040023003	0	0
Block 3004	172010040023004	0	0
Block 3005	172010040023005	0	0
Block 3006	172010040023006	0	0
Block 3007	172010040023007	0	0
Block 3008	172010040023008	0	0
Block 3009	172010040023009	64	40
Block 3010	172010040023010	0	0
Block 3011	172010040023011	23	10
Block 3012	172010040023012	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 8				For District: 2
Name	Geoid	Population	Voting Age Population	
Block 3013	172010040023013	0	0	
Block 3014	172010040023014	57	36	
Block 3015	172010040023015	98	66	
Block 3016	172010040023016	60	37	
Block 3017	172010040023017	70	50	
Block 3018	172010040023018	85	48	
Block 3019	172010040023019	113	72	
Block 3020	172010040023020	47	28	
Block 3021	172010040023021	58	41	
Block 3022	172010040023022	0	0	
Block 3023	172010040023023	0	0	
Block 3024	172010040023024	0	0	
Block 3025	172010040023025	124	100	
Block 3026	172010040023026	62	43	
Block 3027	172010040023027	8	4	
Block 3028	172010040023028	43	27	
Block 3029	172010040023029	102	79	
Block 3030	172010040023030	4	4	
Block 3031	172010040023031	5	5	
Block 3032	172010040023032	0	0	
Block 3052	172010040023052	16	15	
Block 4003	172010040024003	329	247	
Block 4005	172010040024005	6	3	
Block 4006	172010040024006	0	0	
Block 4013	172010040024013	74	56	
Block 4014	172010040024014	27	23	
In Rockton 10				For District: 2
Name	Geoid	Population	Voting Age Population	
Block 4001	172010040024001	99	78	
Block 4002	172010040024002	28	23	
Block 4004	172010040024004	49	33	
Block 4008	172010040024008	88	67	
Block 4009	172010040024009	69	50	
Block 4010	172010040024010	40	34	
Block 4011	172010040024011	47	42	
Block 4012	172010040024012	65	55	
Block 4015	172010040024015	46	31	
Block 4016	172010040024016	16	14	
Block 4017	172010040024017	89	68	

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Rockton 10

For District: 2

Name	Geoid	Population	Voting Age Population
Block 4018	172010040024018	52	44
Block 4024	172010040024024	24	20
Block 4048	172010040024048	40	28

In Rockton 3

For District: 2

Name	Geoid	Population	Voting Age Population
Block 1000	172010040031000	224	150
Block 1001	172010040031001	7	7
Block 1004	172010040031004	78	73
Block 1005	172010040031005	132	100
Block 1006	172010040031006	22	11
Block 1007	172010040031007	8	3
Block 1008	172010040031008	5	2
Block 1009	172010040031009	68	59
Block 1010	172010040031010	0	0
Block 1011	172010040031011	61	44
Block 1012	172010040031012	14	10
Block 1013	172010040031013	15	11
Block 1014	172010040031014	51	44
Block 1015	172010040031015	76	63
Block 1016	172010040031016	11	10
Block 1017	172010040031017	96	63
Block 1018	172010040031018	13	13
Block 1019	172010040031019	32	22
Block 1020	172010040031020	0	0
Block 1021	172010040031021	11	7
Block 1022	172010040031022	0	0
Block 1023	172010040031023	23	7
Block 1024	172010040031024	0	0
Block 1025	172010040031025	0	0
Block 1026	172010040031026	44	42
Block 1027	172010040031027	65	56
Block 1028	172010040031028	15	15
Block 2004	172010040032004	26	20
Block 2010	172010040032010	30	27
Block 2011	172010040032011	40	16
Block 2012	172010040032012	2	2
Block 2013	172010040032013	2	0
Block 2014	172010040032014	19	11
Block 2015	172010040032015	10	7

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 3

For District: 2

Name	Geoid	Population	Voting Age Population
Block 2016	172010040032016	11	5
Block 2017	172010040032017	17	15
Block 2018	172010040032018	71	56
Block 2019	172010040032019	32	23
Block 2020	172010040032020	12	12
Block 2021	172010040032021	15	13
Block 2022	172010040032022	17	12
Block 2023	172010040032023	18	15
Block 2024	172010040032024	4	2
Block 2025	172010040032025	27	24
Block 2026	172010040032026	25	23
Block 2027	172010040032027	35	24
Block 2028	172010040032028	40	33
Block 2030	172010040032030	22	16
Block 2031	172010040032031	10	8

In Durand 2

For District: 2

Name	Geoid	Population	Voting Age Population
Block 1012	172010041001012	16	12
Block 1013	172010041001013	77	65
Block 1014	172010041001014	25	20
Block 1015	172010041001015	19	16
Block 1016	172010041001016	35	34
Block 1017	172010041001017	64	50
Block 1018	172010041001018	74	72
Block 1019	172010041001019	26	21
Block 1024	172010041001024	0	0
Block 1025	172010041001025	31	31
Block 2002	172010041002002	0	0
Block 2006	172010041002006	12	12
Block 2007	172010041002007	6	3
Block 2009	172010041002009	0	0
Block 2010	172010041002010	4	4
Block 2011	172010041002011	16	14
Block 2012	172010041002012	47	36
Block 2013	172010041002013	19	16
Block 2014	172010041002014	18	18
Block 2021	172010041002021	12	9
Block 2022	172010041002022	10	10
Block 2029	172010041002029	10	10

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Durand 2		For District: 2	
Name	Geoid	Population	Voting Age Population
Block 2030	172010041002030	8	8
Block 2031	172010041002031	13	11
Block 2032	172010041002032	10	7
Block 2033	172010041002033	15	11
Block 2036	172010041002036	5	5
Block 2037	172010041002037	56	48
Block 2038	172010041002038	2	2
Block 2039	172010041002039	14	7
Block 2040	172010041002040	16	7
Block 2041	172010041002041	4	2
Block 2042	172010041002042	0	0
Block 2043	172010041002043	6	4
Block 2044	172010041002044	5	3
Block 2067	172010041002067	9	6
Block 2068	172010041002068	9	9
Block 2069	172010041002069	2	2
Block 3063	172010041003063	14	14
Block 3064	172010041003064	6	2
Block 3065	172010041003065	32	24
Block 3069	172010041003069	0	0
Block 3070	172010041003070	8	8
Block 3071	172010041003071	8	7
Block 3072	172010041003072	2	2
Block 3075	172010041003075	22	12
Block 3076	172010041003076	1	0
Block 3077	172010041003077	0	0
Block 3078	172010041003078	27	19
In Durand 1		For District: 2	
Name	Geoid	Population	Voting Age Population
Block 2000	172010041002000	3	1
Block 2001	172010041002001	7	5
Block 2008	172010041002008	0	0
Block 2015	172010041002015	31	29
Block 2016	172010041002016	13	9
Block 2017	172010041002017	0	0
Block 2018	172010041002018	26	17
Block 2019	172010041002019	16	12
Block 2020	172010041002020	12	6
Block 2023	172010041002023	22	12

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Durand 1

For District: 2

Name	Geoid	Population	Voting Age Population
Block 2024	172010041002024	4	1
Block 2025	172010041002025	11	8
Block 2026	172010041002026	66	43
Block 2027	172010041002027	31	28
Block 2028	172010041002028	15	15
Block 2034	172010041002034	9	5
Block 2035	172010041002035	19	12
Block 2045	172010041002045	15	6
Block 2046	172010041002046	5	3
Block 2047	172010041002047	9	5
Block 2048	172010041002048	18	11
Block 2049	172010041002049	24	15
Block 2050	172010041002050	21	15
Block 2051	172010041002051	3	1
Block 2052	172010041002052	13	13
Block 2053	172010041002053	0	0
Block 2054	172010041002054	18	18
Block 2055	172010041002055	10	8
Block 2056	172010041002056	114	104
Block 2057	172010041002057	26	22
Block 2058	172010041002058	11	8
Block 2059	172010041002059	42	23
Block 2060	172010041002060	0	0
Block 2061	172010041002061	8	4
Block 2062	172010041002062	14	13
Block 2063	172010041002063	134	124
Block 2064	172010041002064	9	8
Block 2065	172010041002065	9	6
Block 2066	172010041002066	55	38
Block 2070	172010041002070	43	31
Block 2071	172010041002071	0	0
Block 2072	172010041002072	101	66
Block 2073	172010041002073	75	52
Block 2074	172010041002074	55	40
Block 3046	172010041003046	16	11
Block 3047	172010041003047	0	0
Block 3049	172010041003049	5	5
Block 3050	172010041003050	6	4

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Harrison 1

For District: 2

Name	Geoid	Population	Voting Age Population
Block 3026	172010041003026	11	10
Block 3028	172010041003028	33	31
Block 3029	172010041003029	0	0
Block 3030	172010041003030	0	0
Block 3031	172010041003031	17	14
Block 3044	172010041003044	39	32
Block 3045	172010041003045	12	11

**For District: 3** Population: 14,234 Ideal: 640,625 Deviation: -97.78 %

## Geography Layer: Voting Precincts

In Winnebago County

In Harlem township

For District: 3

Name	Geoid	Population	Voting Age Population
Harlem 4		1061	819
Harlem 21		1575	1273

In Roscoe township

For District: 3

Name	Geoid	Population	Voting Age Population
Roscoe 1		1483	985
Roscoe 10		966	775
Roscoe 12		1404	1079
Roscoe 13		1366	1020

In Rockton township

For District: 3

Name	Geoid	Population	Voting Age Population
Rockton 5		1305	873

## Geography Layer: Blocks

In Winnebago County

In Owen 1

For District: 3

Name	Geoid	Population	Voting Age Population
Block 3055	172010038013055	0	0

In Rockton 12

For District: 3

Name	Geoid	Population	Voting Age Population
Block 2002	172010039012002	15	7
Block 2003	172010039012003	0	0
Block 2005	172010039012005	0	0
Block 2006	172010039012006	0	0
Block 2007	172010039012007	0	0
Block 2020	172010039012020	90	71
Block 2039	172010039012039	0	0
Block 3041	172010039013041	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 12		For District: 3	
Name	Geoid	Population	Voting Age Population
Block 3042	172010039013042	79	60
Block 3043	172010039013043	46	30
Block 3044	172010039013044	33	33
Block 3045	172010039013045	36	30
Block 3046	172010039013046	27	19
Block 3050	172010039013050	0	0
Block 3051	172010039013051	10	8
Block 3062	172010039013062	0	0
Block 3063	172010039013063	0	0
Block 3064	172010039013064	0	0
Block 4041	172010040024041	128	108
Block 4042	172010040024042	43	38
Block 4043	172010040024043	30	24
Block 4044	172010040024044	13	10
Block 4045	172010040024045	0	0
In Rockton 13		For District: 3	
Name	Geoid	Population	Voting Age Population
Block 2004	172010039012004	0	0
Block 4027	172010040024027	10	6
Block 4028	172010040024028	6	0
Block 4029	172010040024029	44	35
Block 4030	172010040024030	52	40
Block 4031	172010040024031	44	43
Block 4032	172010040024032	78	58
Block 4033	172010040024033	80	63
Block 4036	172010040024036	37	30
Block 4037	172010040024037	0	0
Block 4038	172010040024038	0	0
Block 4039	172010040024039	0	0
In Roscoe 11		For District: 3	
Name	Geoid	Population	Voting Age Population
Block 1000	172010039041000	193	140
Block 1001	172010039041001	22	19
Block 1002	172010039041002	56	41
Block 1003	172010039041003	17	15
Block 1004	172010039041004	34	25
Block 1005	172010039041005	10	10
Block 1006	172010039041006	27	25
Block 1007	172010039041007	198	161

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Roscoe 11

For District: 3

Name	Geoid	Population	Voting Age Population
Block 1008	172010039041008	68	44
Block 1009	172010039041009	4	3
Block 1010	172010039041010	0	0
Block 1011	172010039041011	102	80
Block 1017	172010039041017	41	34
Block 1030	172010039041030	37	29
Block 1031	172010039041031	34	31
Block 1033	172010039041033	72	51
Block 2000	172010039042000	14	10
Block 2001	172010039042001	18	18
Block 2002	172010039042002	0	0
Block 2003	172010039042003	0	0
Block 2004	172010039042004	0	0
Block 2005	172010039042005	0	0
Block 2006	172010039042006	125	87
Block 2007	172010039042007	45	31
Block 2008	172010039042008	24	23
Block 2009	172010039042009	56	38
Block 2010	172010039042010	0	0
Block 2011	172010039042011	34	24
Block 2012	172010039042012	97	92
Block 2013	172010039042013	37	24
Block 2021	172010039042021	17	13
Block 2028	172010039042028	160	131
Block 2029	172010039042029	12	8
Block 2030	172010039042030	16	10
Block 2031	172010039042031	89	66
Block 2032	172010039042032	12	9
Block 2033	172010039042033	0	0
Block 2034	172010039042034	8	4

In Roscoe 7

For District: 3

Name	Geoid	Population	Voting Age Population
Block 2014	172010039042014	0	0
Block 2015	172010039042015	17	10
Block 2016	172010039042016	24	21
Block 2017	172010039042017	8	7
Block 2018	172010039042018	42	31
Block 2019	172010039042019	35	35
Block 2020	172010039042020	13	9

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Roscoe 7

For District: 3

Name	Geoid	Population	Voting Age Population
Block 2022	172010039042022	71	55
Block 2023	172010039042023	13	9
Block 2024	172010039042024	8	5
Block 2025	172010039042025	0	0
Block 2026	172010039042026	0	0
Block 2027	172010039042027	0	0
Block 2035	172010039042035	24	22
Block 3000	172010039043000	129	103
Block 3001	172010039043001	30	25
Block 3012	172010039043012	31	31
Block 3013	172010039043013	18	17
Block 3014	172010039043014	0	0
Block 3015	172010039043015	11	2
Block 3016	172010039043016	77	60
Block 3017	172010039043017	3	2
Block 3021	172010039043021	13	9
Block 3022	172010039043022	14	9
Block 3023	172010039043023	10	10
Block 3024	172010039043024	9	2
Block 3025	172010039043025	34	24
Block 3026	172010039043026	82	65
Block 3028	172010039043028	0	0
Block 3029	172010039043029	17	15
Block 3030	172010039043030	23	23
Block 3031	172010039043031	0	0
Block 3032	172010039043032	0	0
Block 3034	172010039043034	15	15
Block 3035	172010039043035	0	0
Block 3036	172010039043036	8	3
Block 3038	172010039043038	0	0
Block 3039	172010039043039	26	21
Block 3040	172010039043040	2	1
Block 3041	172010039043041	9	9
Block 3042	172010039043042	25	18
Block 3043	172010039043043	21	16
Block 3044	172010039043044	0	0

In Rockton 10

For District: 3

Name	Geoid	Population	Voting Age Population
Block 4000	172010040024000	114	77

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Rockton 10		For District: 3	
Name	Geoid	Population	Voting Age Population
Block 4019	172010040024019	113	89
Block 4020	172010040024020	47	39
Block 4021	172010040024021	13	11
Block 4022	172010040024022	57	48
Block 4023	172010040024023	36	27
Block 4025	172010040024025	29	22
Block 4026	172010040024026	42	33
Block 4034	172010040024034	26	21
Block 4035	172010040024035	9	7
Block 4046	172010040024046	33	22
In Rockton 8		For District: 3	
Name	Geoid	Population	Voting Age Population
Block 4047	172010040024047	8	8
In Roscoe 15		For District: 3	
Name	Geoid	Population	Voting Age Population
Block 1025	172010040051025	34	28
Block 1026	172010040051026	92	73
Block 1028	172010040051028	102	65
Block 1029	172010040051029	15	12
Block 1030	172010040051030	87	61
Block 1031	172010040051031	74	53
Block 1034	172010040051034	32	20
Block 1035	172010040051035	120	72
Block 1036	172010040051036	49	31
Block 1037	172010040051037	30	25
Block 1038	172010040051038	13	10
Block 1039	172010040051039	88	64
Block 1040	172010040051040	109	85
Block 1041	172010040051041	35	29
Block 1042	172010040051042	43	36
Block 1046	172010040051046	0	0
Block 1047	172010040051047	54	45
Block 1048	172010040051048	50	48
Block 1049	172010040051049	36	27
Block 1050	172010040051050	35	27
Block 1053	172010040051053	7	6
Block 1054	172010040051054	0	0

**For District: 4**    Population: 14,308    Ideal: 640,625    Deviation: -97.77 %

# Autobound EDGE - Bill Language Report

## Geography Layer: Voting Precincts

### In Winnebago County

In Roscoe township		For District: 4	
Name	Geoid	Population	Voting Age Population
Roscoe 2		1329	1020
Roscoe 3		1035	787
Roscoe 4		1201	891
Roscoe 6		1356	1080
Roscoe 8		1772	1236
Roscoe 9		1424	1105
Roscoe 14		951	693

In Unknown Geography		For District: 4	
Name	Geoid	Population	Voting Age Population
Roscoe 5		1840	1345

In Rockton township		For District: 4	
Name	Geoid	Population	Voting Age Population
Rockton 6		1893	1463

## Geography Layer: Blocks

### In Winnebago County

In Roscoe 7		For District: 4	
Name	Geoid	Population	Voting Age Population
Block 2011	172010039032011	0	0
Block 2012	172010039032012	0	0

In Roscoe 11		For District: 4	
Name	Geoid	Population	Voting Age Population
Block 3025	172010039033025	0	0
Block 3034	172010039033034	0	0

In Rockton 3		For District: 4	
Name	Geoid	Population	Voting Age Population
Block 2000	172010040032000	0	0
Block 2001	172010040032001	31	26
Block 2002	172010040032002	16	11
Block 2003	172010040032003	41	29
Block 2005	172010040032005	43	30
Block 2006	172010040032006	31	24
Block 2007	172010040032007	30	26
Block 2008	172010040032008	10	10
Block 2009	172010040032009	43	37
Block 2029	172010040032029	48	37
Block 1000	172010040041000	0	0
Block 1001	172010040041001	0	0
Block 1002	172010040041002	0	0
Block 1013	172010040041013	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 3

For District: 4

Name	Geoid	Population	Voting Age Population
Block 1014	172010040041014	20	15
Block 1015	172010040041015	28	18
Block 1016	172010040041016	21	19
Block 1017	172010040041017	0	0
Block 1018	172010040041018	7	3
Block 1019	172010040041019	12	7
Block 1020	172010040041020	9	9
Block 1021	172010040041021	23	19
Block 1022	172010040041022	43	33
Block 1023	172010040041023	12	12
Block 1024	172010040041024	22	16
Block 1025	172010040041025	24	15
Block 1026	172010040041026	22	14
Block 1027	172010040041027	24	19
Block 1028	172010040041028	14	10
Block 1043	172010040041043	17	11
Block 2006	172010040042006	0	0
Block 2014	172010040042014	10	6
Block 2015	172010040042015	10	9
Block 2016	172010040042016	0	0
Block 2017	172010040042017	0	0
Block 2018	172010040042018	0	0
Block 2019	172010040042019	6	4
Block 2020	172010040042020	18	17
Block 2021	172010040042021	7	4
Block 2026	172010040042026	26	22
Block 2027	172010040042027	5	0
Block 2028	172010040042028	21	20
Block 2029	172010040042029	35	28
Block 2030	172010040042030	12	12
Block 2031	172010040042031	22	19
Block 2032	172010040042032	30	20
Block 2033	172010040042033	0	0
Block 2034	172010040042034	0	0
Block 2035	172010040042035	12	12
Block 2036	172010040042036	22	15
Block 2037	172010040042037	9	3
Block 4000	172010040044000	0	0
Block 4001	172010040044001	70	49

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockton 3		For District: 4	
Name	Geoid	Population	Voting Age Population
Block 4002	172010040044002	8	8
Block 4003	172010040044003	7	2
Block 4004	172010040044004	6	1
Block 4005	172010040044005	7	7
Block 4006	172010040044006	9	9
Block 4007	172010040044007	23	11
Block 4008	172010040044008	24	24
Block 4009	172010040044009	0	0
Block 4010	172010040044010	0	0
Block 4011	172010040044011	21	10
Block 4012	172010040044012	14	10
Block 4013	172010040044013	20	15
Block 4014	172010040044014	11	10
Block 4015	172010040044015	0	0
Block 4016	172010040044016	8	8
Block 4017	172010040044017	15	13
Block 4018	172010040044018	24	24
Block 4019	172010040044019	43	35
Block 4020	172010040044020	0	0
Block 4021	172010040044021	25	23
Block 4022	172010040044022	14	13
Block 4023	172010040044023	3	3
Block 4030	172010040044030	24	19
Block 4031	172010040044031	0	0
Block 4032	172010040044032	0	0
Block 4033	172010040044033	17	10
In Roscoe 15		For District: 4	
Name	Geoid	Population	Voting Age Population
Block 1022	172010040051022	33	24
Block 1023	172010040051023	60	37
Block 1024	172010040051024	30	16
Block 1027	172010040051027	58	38
Block 1032	172010040051032	62	46
Block 1033	172010040051033	35	19
<b>For District: 5</b> Population: 14,217    Ideal: 640,625    Deviation: -97.78 %			

# Autobound EDGE - Bill Language Report



## Geography Layer: Voting Precincts

### In Winnebago County

In Rockford township		For District: 5	
Name	Geoid	Population	Voting Age Population
Wd 09 Pct 03	17201000903	1624	1155
Rockford 1		563	466
Rockford 2		1788	1421
Rockford 35		728	622
In Unknown Geography		For District: 5	
Name	Geoid	Population	Voting Age Population
Wd 09 Pct 06	17201000906	1699	1485
In Owen township		For District: 5	
Name	Geoid	Population	Voting Age Population
Owen 2		976	822
Owen 3		626	533

## Geography Layer: Blocks

### In Winnebago County

In Wd 13 Pct 02		For District: 5	
Name	Geoid	Population	Voting Age Population
Block 1026	172010023011026	26	19
Block 1027	172010023011027	10	5
Block 1028	172010023011028	15	8
Block 1031	172010023011031	0	0
Block 1032	172010023011032	0	0
Block 2007	172010023012007	65	40
Block 2008	172010023012008	4	1
Block 2009	172010023012009	19	13
Block 2010	172010023012010	69	59
Block 2011	172010023012011	26	20
Block 3000	172010023013000	41	34
Block 3001	172010023013001	20	17
Block 3002	172010023013002	36	24
Block 3003	172010023013003	22	12
Block 3004	172010023013004	43	27
Block 3005	172010023013005	19	14
Block 3006	172010023013006	0	0
Block 3007	172010023013007	0	0
Block 3008	172010023013008	0	0
Block 3009	172010023013009	0	0
Block 3010	172010023013010	18	15
Block 3011	172010023013011	37	19
Block 3012	172010023013012	32	23
Block 3013	172010023013013	43	32

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 02

For District: 5

Name	Geoid	Population	Voting Age Population
Block 3014	172010023013014	53	40
Block 3015	172010023013015	10	6
Block 3016	172010023013016	33	19
Block 3017	172010023013017	16	15
Block 3018	172010023013018	0	0
Block 3019	172010023013019	22	17
Block 3020	172010023013020	23	15
Block 3021	172010023013021	16	8
Block 3022	172010023013022	14	9
Block 3023	172010023013023	38	21
Block 3024	172010023013024	13	10
Block 3025	172010023013025	26	15
Block 3026	172010023013026	9	3
Block 3027	172010023013027	1	1
Block 3028	172010023013028	0	0
Block 3029	172010023013029	2	1
Block 3030	172010023013030	5	2
Block 3031	172010023013031	9	4
Block 3032	172010023013032	0	0
Block 3033	172010023013033	0	0

In Wd 07 Pct 06

For District: 5

Name	Geoid	Population	Voting Age Population
Block 2003	172010023012003	19	14
Block 2004	172010023012004	35	26
Block 2005	172010023012005	0	0
Block 2015	172010023012015	61	54
Block 2016	172010023012016	28	25
Block 2017	172010023012017	14	7
Block 2018	172010023012018	23	16
Block 2019	172010023012019	18	17
Block 2020	172010023012020	60	41
Block 2021	172010023012021	16	6
Block 2022	172010023012022	25	15
Block 2023	172010023012023	0	0
Block 2024	172010023012024	11	3
Block 2025	172010023012025	7	4
Block 2026	172010023012026	15	6
Block 2027	172010023012027	12	3
Block 2028	172010023012028	3	1

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

### In Winnebago County

#### In Wd 07 Pct 06

For District: 5

Name	Geoid	Population	Voting Age Population
Block 2029	172010023012029	16	12
Block 2030	172010023012030	22	18
Block 2031	172010023012031	13	10
Block 2032	172010023012032	3	2
Block 1016	172010036011016	0	0
Block 1026	172010036011026	0	0
Block 1041	172010036011041	0	0

#### In Wd 13 Pct 01

For District: 5

Name	Geoid	Population	Voting Age Population
Block 1000	172010024001000	14	11
Block 1001	172010024001001	6	5
Block 1002	172010024001002	0	0
Block 2000	172010024002000	3	2
Block 2001	172010024002001	16	15
Block 2002	172010024002002	23	17
Block 2003	172010024002003	16	12
Block 2004	172010024002004	0	0
Block 2005	172010024002005	0	0
Block 2006	172010024002006	13	7
Block 2007	172010024002007	18	15
Block 2008	172010024002008	6	5
Block 2011	172010024002011	8	4
Block 2024	172010024002024	13	9
Block 2026	172010024002026	44	30

#### In Rockford 4

For District: 5

Name	Geoid	Population	Voting Age Population
Block 2009	172010024002009	9	8
Block 2010	172010024002010	6	5
Block 2014	172010024002014	0	0

#### In Wd 07 Pct 04

For District: 5

Name	Geoid	Population	Voting Age Population
Block 3024	172010033003024	47	41
Block 4000	172010033004000	45	32
Block 4001	172010033004001	33	27
Block 4002	172010033004002	18	12
Block 4003	172010033004003	42	39
Block 4005	172010033004005	10	9
Block 4006	172010033004006	39	32
Block 4007	172010033004007	37	28

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 07 Pct 04

For District: 5

Name	Geoid	Population	Voting Age Population
Block 4010	172010033004010	16	8
Block 4011	172010033004011	22	14
Block 4012	172010033004012	16	13
Block 4013	172010033004013	29	27
Block 4014	172010033004014	30	23
Block 4015	172010033004015	23	13
Block 4016	172010033004016	14	3
Block 4017	172010033004017	13	7
Block 4018	172010033004018	18	10
Block 4019	172010033004019	17	16
Block 4020	172010033004020	8	8
Block 4021	172010033004021	9	9
Block 4022	172010033004022	41	31
Block 4023	172010033004023	23	16
Block 4024	172010033004024	24	17
Block 4025	172010033004025	24	18
Block 4026	172010033004026	0	0
Block 4027	172010033004027	4	2
Block 1003	172010036011003	2	1
Block 1005	172010036011005	7	7
Block 1006	172010036011006	0	0
Block 1007	172010036011007	0	0
Block 1008	172010036011008	17	16
Block 1009	172010036011009	5	5
Block 1011	172010036011011	0	0
Block 1012	172010036011012	0	0
Block 1027	172010036011027	11	7
Block 1028	172010036011028	33	22
Block 1029	172010036011029	24	23
Block 1030	172010036011030	3	3
Block 1033	172010036011033	13	12
Block 1043	172010036011043	10	8
Block 2007	172010036012007	0	0
Block 2008	172010036012008	6	4
Block 2012	172010036012012	1	1
Block 2025	172010036012025	0	0
Block 2029	172010036012029	0	0
Block 2030	172010036012030	0	0
Block 2031	172010036012031	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 07 Pct 04

For District: 5

Name	Geoid	Population	Voting Age Population
Block 2033	172010036012033	0	0
Block 2009	172010036022009	47	33
Block 3014	172010036023014	6	6
Block 3015	172010036023015	7	6
Block 3016	172010036023016	7	4
Block 3021	172010036023021	14	9
Block 3024	172010036023024	1	0
Block 3025	172010036023025	59	52
Block 3026	172010036023026	14	10
Block 3028	172010036023028	5	3
Block 2054	172010038012054	0	0

In Wd 09 Pct 05

For District: 5

Name	Geoid	Population	Voting Age Population
Block 1016	172010036021016	62	53
Block 1017	172010036021017	55	51
Block 1019	172010036021019	122	97
Block 1023	172010036021023	86	62
Block 1024	172010036021024	67	59
Block 1025	172010036021025	92	67
Block 1026	172010036021026	61	53
Block 2000	172010036022000	108	81
Block 1003	172010036041003	209	166
Block 1007	172010036041007	30	23
Block 1008	172010036041008	93	78
Block 1009	172010036041009	51	34
Block 1010	172010036041010	21	13
Block 1011	172010036041011	233	205

In Wd 12 Pct 05

For District: 5

Name	Geoid	Population	Voting Age Population
Block 1000	172010036041000	125	87
Block 1002	172010036041002	120	94
Block 1004	172010036051004	484	325
Block 1005	172010036051005	70	60
Block 1006	172010036051006	74	58
Block 1007	172010036051007	147	108
Block 1008	172010036051008	44	34
Block 1015	172010036051015	22	14
Block 1016	172010036051016	30	23
Block 1017	172010036051017	28	25

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 05		For District: 5	
Name	Geoid	Population	Voting Age Population
Block 1018	172010036051018	47	38
Block 2047	172010038012047	26	17
Block 2055	172010038012055	3	1
Block 2056	172010038012056	12	10
Block 2057	172010038012057	0	0
Block 2059	172010038012059	86	86
Block 4047	172010038014047	0	0
Block 4054	172010038014054	17	6
Block 4055	172010038014055	0	0
Block 4056	172010038014056	0	0
Block 4057	172010038014057	0	0
In Wd 12 Pct 02		For District: 5	
Name	Geoid	Population	Voting Age Population
Block 1000	172010036051000	0	0
Block 1001	172010036051001	0	0
Block 1002	172010036051002	0	0
Block 1003	172010036051003	524	487
Block 4048	172010038014048	0	0
Block 4049	172010038014049	0	0
Block 4050	172010038014050	0	0
Block 4051	172010038014051	47	42
Block 4052	172010038014052	0	0
Block 4053	172010038014053	0	0
Block 4058	172010038014058	0	0
In Owen 1		For District: 5	
Name	Geoid	Population	Voting Age Population
Block 2026	172010038012026	22	22
Block 2027	172010038012027	5	4
Block 2030	172010038012030	0	0
Block 2031	172010038012031	22	20
Block 2032	172010038012032	63	55
Block 2033	172010038012033	14	13
Block 2034	172010038012034	46	46
Block 2035	172010038012035	95	86
Block 2036	172010038012036	0	0
Block 2038	172010038012038	14	10
Block 2048	172010038012048	22	12
Block 3042	172010038013042	0	0
Block 3043	172010038013043	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Owen 1

For District: 5

Name	Geoid	Population	Voting Age Population
Block 3044	172010038013044	61	54
Block 3056	172010038013056	0	0
Block 4003	172010038014003	13	13
Block 4004	172010038014004	54	51
Block 4005	172010038014005	21	17
Block 4006	172010038014006	0	0
Block 4007	172010038014007	0	0
Block 4008	172010038014008	0	0
Block 4009	172010038014009	6	6
Block 4010	172010038014010	27	20
Block 4011	172010038014011	11	8
Block 4012	172010038014012	26	26
Block 4013	172010038014013	0	0
Block 4014	172010038014014	41	38
Block 4015	172010038014015	41	41
Block 4016	172010038014016	6	6
Block 4017	172010038014017	5	5
Block 4018	172010038014018	0	0
Block 4022	172010038014022	64	56
Block 4061	172010038014061	13	9

**For District: 6**    Population: 14,191    Ideal: 640,625    Deviation: -97.78 %

## Geography Layer: Voting Precincts

In Winnebago County

In Harlem township

For District: 6

Name	Geoid	Population	Voting Age Population
Harlem 5		1584	1238
Harlem 6		1809	1382
Harlem 7		1006	786
Harlem 8		1753	1329
Harlem 12		1461	1119
Harlem 19		1038	854
Harlem 20		971	802

## Geography Layer: Blocks

In Winnebago County

In Harlem 9

For District: 6

Name	Geoid	Population	Voting Age Population
Block 1000	172010001031000	35	29
Block 1031	172010001031031	11	10

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harlem 9

For District: 6

Name	Geoid	Population	Voting Age Population
Block 3001	172010001053001	63	51
Block 3002	172010001053002	50	43
Block 3003	172010001053003	81	64
Block 3004	172010001053004	160	123
Block 3005	172010001053005	24	17
Block 3006	172010001053006	0	0
Block 3007	172010001053007	0	0
Block 3008	172010001053008	0	0
Block 3009	172010001053009	0	0
Block 3010	172010001053010	23	18
Block 3011	172010001053011	79	52
Block 3012	172010001053012	0	0
Block 3013	172010001053013	0	0
Block 3014	172010001053014	0	0
Block 3015	172010001053015	0	0
Block 3017	172010001053017	112	87
Block 3025	172010001053025	43	31
Block 3026	172010001053026	43	29
Block 3027	172010001053027	56	38
Block 3028	172010001053028	69	48

In Harlem 2

For District: 6

Name	Geoid	Population	Voting Age Population
Block 1046	172010001031046	27	25
Block 1047	172010001031047	20	6
Block 1048	172010001031048	0	0
Block 1049	172010001031049	0	0
Block 1050	172010001031050	20	16
Block 1051	172010001031051	30	22
Block 1052	172010001031052	83	65
Block 1053	172010001031053	56	39
Block 1054	172010001031054	48	28
Block 1055	172010001031055	36	28
Block 1056	172010001031056	32	26
Block 1057	172010001031057	0	0
Block 1058	172010001031058	0	0
Block 1059	172010001031059	31	21
Block 1060	172010001031060	0	0
Block 1061	172010001031061	0	0
Block 1062	172010001031062	0	0

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Harlem 2

For District: 6

Name	Geoid	Population	Voting Age Population
Block 1063	172010001031063	0	0
Block 1064	172010001031064	37	35
Block 1065	172010001031065	0	0
Block 1066	172010001031066	0	0
Block 1067	172010001031067	0	0
Block 1068	172010001031068	0	0
Block 1069	172010001031069	0	0
Block 1070	172010001031070	34	20
Block 1071	172010001031071	15	15
Block 1072	172010001031072	54	41
Block 1073	172010001031073	60	50
Block 1074	172010001031074	65	46
Block 1075	172010001031075	41	31
Block 1076	172010001031076	26	14
Block 1077	172010001031077	16	14
Block 1078	172010001031078	12	12
Block 1079	172010001031079	66	54
Block 1080	172010001031080	4	3
Block 1081	172010001031081	35	25
Block 1082	172010001031082	9	5
Block 1083	172010001031083	11	9
Block 1084	172010001031084	16	14
Block 1085	172010001031085	17	11
Block 1086	172010001031086	29	20
Block 1087	172010001031087	7	6
Block 1088	172010001031088	13	6
Block 1089	172010001031089	19	13
Block 1090	172010001031090	19	16
Block 1091	172010001031091	17	16
Block 1092	172010001031092	11	9
Block 1093	172010001031093	3	3
Block 1094	172010001031094	5	4
Block 1095	172010001031095	0	0
Block 1096	172010001031096	17	17
Block 1097	172010001031097	26	22
Block 1098	172010001031098	3	1
Block 1099	172010001031099	24	16

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harlem 11		For District: 6	
Name	Geoid	Population	Voting Age Population
Block 3000	172010001053000	42	31
Block 3018	172010001053018	89	77
Block 3019	172010001053019	58	51
Block 3020	172010001053020	51	42
Block 3021	172010001053021	59	54
Block 3022	172010001053022	41	31
In Harlem 15		For District: 6	
Name	Geoid	Population	Voting Age Population
Block 2028	172010038052028	363	305
Block 2029	172010038052029	39	34
Block 2030	172010038052030	41	37
Block 2031	172010038052031	25	20
Block 2032	172010038052032	94	74
Block 2033	172010038052033	19	19
Block 2034	172010038052034	38	36
Block 2035	172010038052035	47	35
Block 2036	172010038052036	37	26
Block 2037	172010038052037	89	67
Block 2052	172010038052052	63	41
Block 2053	172010038052053	151	131
Block 2054	172010038052054	11	11
Block 2060	172010038052060	19	16
Block 2061	172010038052061	45	43
Block 2062	172010038052062	11	7
Block 2063	172010038052063	0	0
Block 2064	172010038052064	0	0
Block 2065	172010038052065	0	0
Block 2068	172010038052068	0	0
Block 2069	172010038052069	0	0
Block 2070	172010038052070	0	0
Block 2071	172010038052071	0	0
Block 2072	172010038052072	107	86
Block 2073	172010038052073	38	28
Block 2074	172010038052074	48	40
Block 2075	172010038052075	0	0
Block 2076	172010038052076	0	0
Block 3006	172010038053006	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harlem 22			For District: 6
Name	Geoid	Population	Voting Age Population
Block 1000	172010038081000	203	166
Block 1001	172010038081001	38	36
Block 1002	172010038081002	39	34
Block 1003	172010038081003	81	64
Block 1004	172010038081004	61	53
Block 1005	172010038081005	73	58
Block 1006	172010038081006	0	0
Block 1007	172010038081007	0	0
Block 1008	172010038081008	0	0
Block 1009	172010038081009	63	46
Block 1010	172010038081010	79	68
Block 1011	172010038081011	33	31
Block 1012	172010038081012	67	61
Block 1013	172010038081013	64	47
Block 1014	172010038081014	15	14
Block 1015	172010038081015	0	0
Block 1016	172010038081016	0	0
Block 1017	172010038081017	0	0
Block 2000	172010038082000	25	23
Block 2002	172010038082002	54	38
Block 2003	172010038082003	33	26
Block 2004	172010038082004	30	25
Block 2005	172010038082005	0	0
Block 2006	172010038082006	0	0
Block 2007	172010038082007	0	0
Block 2010	172010038082010	43	39

**For District: 7**    Population: 14,327    Ideal: 640,625    Deviation: -97.76 %

## Geography Layer: Voting Precincts

In Winnebago County

In Harlem township			For District: 7
Name	Geoid	Population	Voting Age Population
Harlem 14		1466	1157
Harlem 17		1466	1165
Harlem 23		1327	1088
Harlem 25		2792	2059
Harlem 26		1132	968
Harlem 27		1059	820

# Autobound EDGE - Bill Language Report



## Geography Layer: Voting Precincts

In Winnebago County

In Unknown Geography

For District: 7

Name	Geoid	Population	Voting Age Population
Harlem 24		1286	1023

## Geography Layer: Blocks

In Winnebago County

In Harlem 15

For District: 7

Name	Geoid	Population	Voting Age Population
Block 1019	172010038051019	0	0
Block 2022	172010038052022	8	7
Block 2023	172010038052023	0	0
Block 2025	172010038052025	0	0
Block 2026	172010038052026	0	0
Block 2027	172010038052027	72	55
Block 2038	172010038052038	68	64
Block 2039	172010038052039	27	24
Block 2040	172010038052040	50	45
Block 2041	172010038052041	48	42
Block 2042	172010038052042	22	15
Block 2043	172010038052043	23	22
Block 2044	172010038052044	26	22
Block 2045	172010038052045	23	22
Block 2046	172010038052046	0	0
Block 2047	172010038052047	0	0
Block 2055	172010038052055	0	0
Block 2056	172010038052056	0	0
Block 2057	172010038052057	0	0
Block 2058	172010038052058	37	35
Block 2059	172010038052059	24	24
Block 2066	172010038052066	0	0
Block 2067	172010038052067	0	0
Block 2077	172010038052077	0	0
Block 3000	172010038053000	0	0

In Harlem 13

For District: 7

Name	Geoid	Population	Voting Age Population
Block 1000	172010038091000	0	0
Block 1002	172010038091002	41	32
Block 1004	172010038091004	94	68
Block 1005	172010038091005	32	22
Block 1006	172010038091006	66	42
Block 1007	172010038091007	0	0
Block 1008	172010038091008	258	194

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harlem 13				For District: 7
Name	Geoid	Population	Voting Age Population	
Block 1009	172010038091009	38	32	
Block 1010	172010038091010	47	38	
Block 1011	172010038091011	63	49	
Block 1012	172010038091012	0	0	
Block 1027	172010038091027	47	39	
Block 1028	172010038091028	131	94	
Block 1029	172010038091029	54	52	
Block 1030	172010038091030	62	42	
Block 1031	172010038091031	49	36	
Block 1032	172010038091032	0	0	
Block 1033	172010038091033	54	41	
Block 1034	172010038091034	57	51	
Block 1035	172010038091035	80	64	
Block 1036	172010038091036	30	23	
Block 4049	172010038104049	107	95	
In Harlem 18				For District: 7
Name	Geoid	Population	Voting Age Population	
Block 1004	172010038101004	0	0	
In Harlem 1				For District: 7
Name	Geoid	Population	Voting Age Population	
Block 2000	172010038102000	95	87	
Block 2001	172010038102001	66	48	
Block 2002	172010038102002	77	64	
Block 2003	172010038102003	92	65	
Block 2004	172010038102004	20	16	
Block 2005	172010038102005	84	65	
Block 2006	172010038102006	52	40	
Block 2007	172010038102007	117	103	
Block 2008	172010038102008	59	40	
Block 2009	172010038102009	93	65	
Block 2010	172010038102010	42	35	
Block 2011	172010038102011	30	30	
Block 2012	172010038102012	24	24	
Block 2013	172010038102013	38	28	
Block 2014	172010038102014	31	31	
Block 2015	172010038102015	25	25	
Block 2016	172010038102016	12	4	
Block 2017	172010038102017	15	6	
Block 2018	172010038102018	25	18	

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Harlem 1

For District: 7

Name	Geoid	Population	Voting Age Population
Block 2019	172010038102019	14	9
Block 2020	172010038102020	70	47
Block 2021	172010038102021	37	34
Block 2022	172010038102022	72	54
Block 2023	172010038102023	91	78
Block 2024	172010038102024	80	70
Block 2025	172010038102025	60	43
Block 2026	172010038102026	48	40
Block 2028	172010038102028	111	96
Block 2029	172010038102029	38	30
Block 2030	172010038102030	25	16
Block 1037	172010038111037	0	0
Block 1038	172010038111038	17	9
Block 1039	172010038111039	0	0
Block 1048	172010038111048	10	10
Block 1049	172010038111049	6	6
Block 1050	172010038111050	0	0

In Roscoe 7

For District: 7

Name	Geoid	Population	Voting Age Population
Block 3033	172010039043033	0	0
Block 3045	172010039043045	0	0
Block 3046	172010039043046	2	1
Block 3047	172010039043047	46	34
Block 3048	172010039043048	84	69
Block 3049	172010039043049	5	3
Block 3050	172010039043050	15	14
Block 3051	172010039043051	5	3
Block 3052	172010039043052	20	15
Block 3053	172010039043053	30	26
Block 3054	172010039043054	9	6
Block 3055	172010039043055	47	37
Block 3056	172010039043056	47	35
Block 3057	172010039043057	43	27
Block 3058	172010039043058	6	6
Block 3063	172010039043063	0	0
Block 3064	172010039043064	26	22
Block 3065	172010039043065	0	0

**For District: 8**    Population: 14,192    Ideal: 640,625    Deviation: -97.78 %

# Autobound EDGE - Bill Language Report



## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 8

Name	Geoid	Population	Voting Age Population
Wd 01 Pct 05	17201000105	1845	1514
Wd 01 Pct 06	17201000106	1707	1372
Wd 01 Pct 07	17201000107	1492	1265
Wd 04 Pct 08	17201000408	1154	952

## Geography Layer: Blocks

In Winnebago County

In Wd 14 Pct 05

For District: 8

Name	Geoid	Population	Voting Age Population
Block 1000	172010005021000	0	0
Block 1005	172010005021005	26	19
Block 2000	172010005022000	0	0
Block 3000	172010005023000	0	0
Block 1013	172010005131013	0	0
Block 1014	172010005131014	0	0

In Wd 10 Pct 03

For District: 8

Name	Geoid	Population	Voting Age Population
Block 3004	172010005023004	0	0
Block 1005	172010005071005	20	13
Block 1021	172010005071021	176	127
Block 1022	172010005071022	130	104
Block 1023	172010005071023	0	0

In Wd 14 Pct 04

For District: 8

Name	Geoid	Population	Voting Age Population
Block 3005	172010005023005	0	0

In Wd 10 Pct 07

For District: 8

Name	Geoid	Population	Voting Age Population
Block 1002	172010005071002	149	109
Block 1004	172010005071004	55	47
Block 1007	172010005071007	31	22
Block 1009	172010005071009	150	125
Block 1011	172010005071011	47	35
Block 1012	172010005071012	77	57
Block 1024	172010005071024	343	342
Block 3003	172010005073003	266	196
Block 3004	172010005073004	75	57
Block 3006	172010005073006	144	108
Block 3008	172010005073008	146	84
Block 3009	172010005073009	568	415
Block 3010	172010005073010	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 10 Pct 07		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 3011	172010005073011	0	0
In Wd 10 Pct 04		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 1003	172010005071003	38	30
Block 1006	172010005071006	25	21
Block 1008	172010005071008	89	58
Block 1018	172010005071018	18	11
Block 1019	172010005071019	64	39
Block 1020	172010005071020	40	33
In Wd 01 Pct 01		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 2022	172010005072022	0	0
Block 3000	172010005073000	0	0
Block 2003	172010005112003	0	0
Block 2004	172010005112004	0	0
Block 2005	172010005112005	39	31
In Wd 01 Pct 04		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 2012	172010005102012	94	76
Block 2013	172010005102013	56	50
Block 2014	172010005102014	38	30
Block 2015	172010005102015	58	49
Block 2018	172010005102018	0	0
Block 1000	172010005111000	0	0
Block 1001	172010005111001	0	0
Block 1010	172010005111010	0	0
Block 1011	172010005111011	0	0
Block 1012	172010005111012	0	0
Block 2002	172010005122002	0	0
Block 2003	172010005122003	0	0
Block 2005	172010005122005	10	8
Block 2006	172010005122006	0	0
Block 2007	172010005122007	80	72
Block 2008	172010005122008	0	0
Block 2009	172010005122009	107	94
Block 2010	172010005122010	0	0
Block 2011	172010005122011	148	113
Block 2012	172010005122012	84	70
Block 2013	172010005122013	69	56

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 01 Pct 04

For District: 8

Name	Geoid	Population	Voting Age Population
Block 2014	172010005122014	105	80
Block 2015	172010005122015	103	99
Block 2019	172010005122019	0	0
Block 2020	172010005122020	0	0
Block 2029	172010005122029	27	23

In Rockford 33

For District: 8

Name	Geoid	Population	Voting Age Population
Block 1000	172010005121000	0	0
Block 1005	172010005121005	48	39
Block 1006	172010005121006	42	36
Block 1007	172010005121007	16	15
Block 1010	172010005121010	5	5
Block 1024	172010005121024	10	8
Block 2000	172010005122000	8	7
Block 2001	172010005122001	6	1
Block 2004	172010005122004	0	0
Block 2017	172010005122017	0	0
Block 2018	172010005122018	0	0
Block 2021	172010005122021	0	0
Block 3000	172010005123000	0	0
Block 4000	172010005124000	60	49
Block 4001	172010005124001	25	22
Block 4002	172010005124002	7	7
Block 4003	172010005124003	23	22
Block 4006	172010005124006	0	0
Block 4007	172010005124007	0	0
Block 4008	172010005124008	6	5
Block 4009	172010005124009	31	26
Block 4010	172010005124010	92	90
Block 4011	172010005124011	0	0
Block 4012	172010005124012	107	91
Block 4014	172010005124014	24	11
Block 4016	172010005124016	20	19
Block 4022	172010005124022	0	0
Block 4023	172010005124023	0	0
Block 4024	172010005124024	0	0
Block 4025	172010005124025	0	0
Block 4027	172010005124027	0	0
Block 4029	172010005124029	5	5

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 33		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 4038	172010005124038	8	3
Block 4039	172010005124039	29	22
Block 2000	172010005142000	0	0
Block 3000	172010038103000	0	0
Block 3001	172010038103001	0	0
Block 3002	172010038103002	0	0
Block 3003	172010038103003	0	0
Block 3004	172010038103004	0	0
Block 3005	172010038103005	0	0
Block 3013	172010038103013	0	0
Block 3045	172010038103045	0	0
In Wd 01 Pct 08		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 1008	172010005131008	204	194
Block 1009	172010005131009	46	38
Block 1018	172010005131018	33	32
In Rockford 13		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 1010	172010005141010	32	23
Block 1011	172010005141011	5	4
Block 1012	172010005141012	28	26
Block 1013	172010005141013	25	14
Block 1014	172010005141014	37	27
Block 1015	172010005141015	38	35
Block 1016	172010005141016	18	18
Block 1018	172010005141018	17	16
Block 1020	172010005141020	87	82
Block 1021	172010005141021	39	31
Block 1022	172010005141022	9	7
Block 1023	172010005141023	70	59
Block 1024	172010005141024	68	60
Block 1025	172010005141025	139	121
Block 1028	172010005141028	58	47
Block 1031	172010005141031	30	28
Block 1035	172010005141035	24	17
Block 2017	172010005142017	0	0
Block 2018	172010005142018	0	0
Block 2022	172010005142022	0	0
Block 2034	172010005142034	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 13

For District: 8

Name	Geoid	Population	Voting Age Population
Block 3013	172010005143013	54	51
Block 3014	172010005143014	31	19
Block 3015	172010005143015	23	21
Block 3016	172010005143016	28	24
Block 3017	172010005143017	35	35
Block 3018	172010005143018	0	0
Block 3019	172010005143019	0	0
Block 3037	172010005143037	234	208
Block 3038	172010005143038	0	0
Block 3039	172010005143039	10	9

In Rockford 30

For District: 8

Name	Geoid	Population	Voting Age Population
Block 2006	172010005142006	19	13
Block 2009	172010005142009	159	122
Block 2010	172010005142010	55	46
Block 2011	172010005142011	71	55
Block 2012	172010005142012	67	52
Block 2013	172010005142013	60	47
Block 2014	172010005142014	0	0
Block 2015	172010005142015	108	98
Block 2016	172010005142016	0	0
Block 2024	172010005142024	93	74
Block 2025	172010005142025	128	109
Block 2026	172010005142026	76	66
Block 2027	172010005142027	36	23
Block 2028	172010005142028	30	24
Block 2029	172010005142029	24	22
Block 2030	172010005142030	33	22
Block 2031	172010005142031	44	33
Block 2032	172010005142032	0	0
Block 2033	172010005142033	0	0
Block 2035	172010005142035	18	16
Block 2036	172010005142036	46	37
Block 2037	172010005142037	31	30
Block 3000	172010005143000	173	144
Block 3001	172010005143001	0	0
Block 3002	172010005143002	51	33
Block 3003	172010005143003	34	27
Block 3004	172010005143004	42	29

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 30		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 3005	172010005143005	39	33
Block 3006	172010005143006	74	64
Block 3007	172010005143007	30	25
Block 3008	172010005143008	32	32
Block 3009	172010005143009	8	8
Block 3010	172010005143010	0	0
Block 3011	172010005143011	0	0
Block 3012	172010005143012	0	0
Block 3020	172010005143020	0	0
Block 3021	172010005143021	0	0
Block 3022	172010005143022	0	0
Block 3023	172010005143023	0	0
Block 3024	172010005143024	0	0
Block 3025	172010005143025	0	0
Block 3026	172010005143026	0	0
Block 3027	172010005143027	15	15
Block 3028	172010005143028	8	2
Block 3029	172010005143029	0	0
Block 3043	172010005143043	0	0
Block 3044	172010005143044	0	0
Block 3045	172010005143045	0	0
Block 3046	172010005143046	0	0
In Harlem 1		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 2027	172010038102027	0	0
Block 3011	172010038103011	22	17
Block 3012	172010038103012	94	83
Block 3037	172010038103037	26	21
In Rockford 32		For District: 8	
Name	Geoid	Population	Voting Age Population
Block 3006	172010038103006	0	0
Block 3007	172010038103007	0	0
Block 3008	172010038103008	0	0
Block 3009	172010038103009	81	70
Block 3010	172010038103010	40	34
Block 3014	172010038103014	18	14
Block 3015	172010038103015	176	146
Block 3016	172010038103016	154	132
Block 3017	172010038103017	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 32

For District: 8

Name	Geoid	Population	Voting Age Population
Block 3018	172010038103018	0	0
Block 3029	172010038103029	0	0
Block 3030	172010038103030	0	0
Block 3038	172010038103038	10	7
Block 3039	172010038103039	0	0
Block 3040	172010038103040	0	0
Block 3041	172010038103041	80	75
Block 3042	172010038103042	0	0
Block 3043	172010038103043	0	0
Block 3044	172010038103044	0	0

**For District: 9**    Population: 14,133    Ideal: 640,625    Deviation: -97.79 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 9

Name	Geoid	Population	Voting Age Population
Rockford 9		1327	1074

## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 04

For District: 9

Name	Geoid	Population	Voting Age Population
Block 1008	172010019001008	15	13
Block 1009	172010019001009	6	0
Block 1010	172010019001010	23	19
Block 1012	172010019001012	21	10
Block 1013	172010019001013	33	25
Block 1014	172010019001014	44	35
Block 1015	172010019001015	19	11
Block 1016	172010019001016	79	63
Block 1017	172010019001017	11	7
Block 1018	172010019001018	23	18
Block 1019	172010019001019	33	23
Block 1021	172010019001021	70	52
Block 1022	172010019001022	37	32
Block 1023	172010019001023	20	16
Block 1024	172010019001024	47	35
Block 1025	172010019001025	90	71
Block 1028	172010019001028	21	14
Block 2009	172010019002009	116	80

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 04

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2010	172010019002010	104	77
Block 2014	172010019002014	114	87
Block 2015	172010019002015	62	50
Block 2016	172010019002016	45	29
Block 2019	172010019002019	91	61

In Wd 06 Pct 02

For District: 9

Name	Geoid	Population	Voting Age Population
Block 1020	172010019001020	35	29
Block 1026	172010019001026	44	35
Block 1027	172010019001027	27	19
Block 3000	172010019003000	34	28
Block 3001	172010019003001	36	25
Block 3002	172010019003002	23	20
Block 3003	172010019003003	40	24
Block 3004	172010019003004	212	170
Block 3005	172010019003005	79	49
Block 3006	172010019003006	35	26
Block 3007	172010019003007	32	31
Block 3008	172010019003008	28	16
Block 3009	172010019003009	45	38
Block 3010	172010019003010	84	59
Block 4002	172010019004002	40	31
Block 4003	172010019004003	177	136
Block 4006	172010019004006	69	50
Block 4007	172010019004007	117	95
Block 4008	172010019004008	46	38
Block 4009	172010019004009	29	22
Block 4010	172010019004010	41	28
Block 4011	172010019004011	45	42
Block 4012	172010019004012	24	17
Block 4013	172010019004013	9	6
Block 4014	172010019004014	8	7
Block 4015	172010019004015	15	14
Block 1037	172010020001037	0	0
Block 2000	172010020002000	0	0

In Wd 08 Pct 06

For District: 9

Name	Geoid	Population	Voting Age Population
Block 4001	172010019004001	15	9

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Cherry Valley 4				For District: 9
Name	Geoid	Population	Voting Age Population	
Block 3024	172010037053024	0	0	
Block 3025	172010037053025	0	0	
Block 3026	172010037053026	0	0	
Block 3027	172010037053027	0	0	
Block 3028	172010037053028	4	2	
Block 3029	172010037053029	0	0	
Block 3039	172010037053039	0	0	
Block 1026	172010037071026	174	148	
Block 1027	172010037071027	55	43	
Block 1028	172010037071028	0	0	
Block 1029	172010037071029	0	0	
Block 1030	172010037071030	71	61	
Block 2020	172010037072020	9	2	
Block 2021	172010037072021	0	0	
Block 2022	172010037072022	11	6	
In Cherry Valley 11				For District: 9
Name	Geoid	Population	Voting Age Population	
Block 5026	172010037055026	0	0	
Block 5027	172010037055027	0	0	
Block 5033	172010037055033	0	0	
Block 5034	172010037055034	0	0	
Block 5035	172010037055035	32	28	
Block 5036	172010037055036	129	95	
Block 5037	172010037055037	79	55	
Block 5038	172010037055038	0	0	
Block 5039	172010037055039	82	69	
Block 5040	172010037055040	104	85	
Block 5041	172010037055041	119	101	
Block 5042	172010037055042	132	97	
Block 5043	172010037055043	83	63	
Block 5044	172010037055044	81	60	
In Wd 06 Pct 03				For District: 9
Name	Geoid	Population	Voting Age Population	
Block 1000	172010037061000	0	0	
Block 1001	172010037061001	399	290	
Block 1002	172010037061002	35	20	
Block 1003	172010037061003	84	55	
Block 1005	172010037061005	85	56	
Block 1006	172010037061006	68	59	

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 03

For District: 9

Name	Geoid	Population	Voting Age Population
Block 1008	172010037061008	86	66
Block 1009	172010037061009	41	36
Block 1010	172010037061010	32	24
Block 2011	172010037062011	12	8
Block 2013	172010037062013	15	10
Block 2014	172010037062014	81	66
Block 2015	172010037062015	42	34
Block 2016	172010037062016	107	71
Block 5000	172010037115000	12	10

In Wd 06 Pct 01

For District: 9

Name	Geoid	Population	Voting Age Population
Block 1013	172010037061013	0	0
Block 1014	172010037061014	10	7
Block 1015	172010037061015	13	5
Block 1016	172010037061016	22	16
Block 1017	172010037061017	0	0
Block 1018	172010037061018	73	59
Block 1019	172010037061019	35	26
Block 3000	172010037063000	195	150
Block 3002	172010037063002	110	80
Block 3003	172010037063003	49	35
Block 3004	172010037063004	28	23
Block 3005	172010037063005	0	0
Block 3006	172010037063006	174	114
Block 3007	172010037063007	96	68
Block 3008	172010037063008	33	30
Block 3010	172010037063010	33	23
Block 3014	172010037063014	43	33
Block 3015	172010037063015	116	86
Block 3017	172010037063017	16	9
Block 3018	172010037063018	11	7
Block 3021	172010037063021	12	9
Block 3022	172010037063022	122	86
Block 3026	172010037063026	0	0
Block 4009	172010037064009	0	0
Block 5008	172010037065008	16	11
Block 2033	172010037112033	0	0
Block 2036	172010037112036	0	0
Block 2037	172010037112037	0	0

# Autobound EDGE - Bill Language Report

## AutoBound Edge Report



### Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 01

For District: 9

Name	Geoid	Population	Voting Age Population
Block 3009	172010037113009	0	0
Block 4000	172010037114000	0	0
Block 4004	172010037114004	0	0
Block 4005	172010037114005	0	0
Block 4006	172010037114006	0	0
Block 4007	172010037114007	0	0
Block 4019	172010037114019	0	0
Block 4020	172010037114020	0	0
Block 4021	172010037114021	11	7
Block 4031	172010037114031	0	0
Block 4034	172010037114034	0	0
Block 4035	172010037114035	0	0
Block 5001	172010037115001	0	0
Block 5002	172010037115002	21	12
Block 5003	172010037115003	0	0
Block 5004	172010037115004	0	0
Block 5005	172010037115005	0	0
Block 5006	172010037115006	0	0
Block 5007	172010037115007	0	0
Block 5008	172010037115008	0	0
Block 5009	172010037115009	0	0
Block 5010	172010037115010	0	0
Block 5011	172010037115011	0	0
Block 5012	172010037115012	21	14
Block 5013	172010037115013	0	0
Block 5014	172010037115014	0	0
Block 5015	172010037115015	0	0
Block 5016	172010037115016	11	11
Block 5017	172010037115017	28	22
Block 5018	172010037115018	5	5
Block 5019	172010037115019	18	18
Block 5020	172010037115020	11	10
Block 5022	172010037115022	5	1
Block 5023	172010037115023	0	0
Block 5024	172010037115024	0	0
Block 5033	172010037115033	0	0
Block 5040	172010037115040	9	9
Block 5056	172010037115056	0	0
Block 5057	172010037115057	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 01

For District: 9

Name	Geoid	Population	Voting Age Population
Block 5081	172010037115081	38	29
Block 5082	172010037115082	6	3
Block 5083	172010037115083	23	18
Block 5084	172010037115084	28	22
Block 5085	172010037115085	17	15
Block 5086	172010037115086	15	15
Block 5087	172010037115087	0	0
Block 5088	172010037115088	22	14
Block 5089	172010037115089	11	9
Block 5090	172010037115090	17	15
Block 5093	172010037115093	0	0
Block 5094	172010037115094	0	0
Block 1000	172019800001000	0	0
Block 1002	172019800001002	2	2
Block 1003	172019800001003	0	0
Block 1004	172019800001004	0	0
Block 1005	172019800001005	0	0
Block 1006	172019800001006	0	0
Block 1007	172019800001007	0	0
Block 1008	172019800001008	0	0
Block 1009	172019800001009	0	0
Block 1010	172019800001010	0	0

In Cherry Valley 6

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2001	172010037062001	0	0
Block 2002	172010037062002	74	67
Block 2009	172010037062009	139	117
Block 2010	172010037062010	52	51
Block 2012	172010037062012	59	51
Block 2017	172010037062017	0	0
Block 3001	172010037063001	25	14
Block 3009	172010037063009	19	18
Block 3011	172010037063011	10	7
Block 3012	172010037063012	42	40
Block 3013	172010037063013	95	79
Block 3016	172010037063016	7	4
Block 3019	172010037063019	93	70
Block 3020	172010037063020	44	39
Block 3023	172010037063023	109	101

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Cherry Valley 6

For District: 9

Name	Geoid	Population	Voting Age Population
Block 3024	172010037063024	11	8
Block 3025	172010037063025	15	11
Block 3027	172010037063027	26	21
Block 3028	172010037063028	31	22
Block 3029	172010037063029	154	143
Block 3030	172010037063030	41	37
Block 3031	172010037063031	22	22
Block 3032	172010037063032	31	30
Block 3033	172010037063033	55	40

In Cherry Valley 2

For District: 9

Name	Geoid	Population	Voting Age Population
Block 1000	172010037071000	0	0
Block 1003	172010037071003	8	6
Block 1010	172010037071010	89	73
Block 1011	172010037071011	86	70
Block 1012	172010037071012	164	139
Block 1013	172010037071013	674	608
Block 1014	172010037071014	55	40
Block 1015	172010037071015	86	64
Block 1016	172010037071016	0	0
Block 1017	172010037071017	0	0
Block 1018	172010037071018	82	66
Block 1019	172010037071019	6	4
Block 1020	172010037071020	77	60
Block 1021	172010037071021	153	136
Block 1022	172010037071022	104	89
Block 1023	172010037071023	0	0
Block 1024	172010037071024	0	0
Block 1025	172010037071025	0	0
Block 1031	172010037071031	0	0
Block 1032	172010037071032	51	45
Block 2000	172010037072000	0	0
Block 2001	172010037072001	0	0
Block 2002	172010037072002	0	0
Block 2003	172010037072003	0	0
Block 2004	172010037072004	56	54
Block 2005	172010037072005	28	24
Block 2006	172010037072006	67	61
Block 2007	172010037072007	142	131

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Cherry Valley 2

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2008	172010037072008	218	192
Block 2009	172010037072009	0	0
Block 2010	172010037072010	23	11
Block 2011	172010037072011	0	0
Block 2012	172010037072012	0	0
Block 2013	172010037072013	7	6
Block 2014	172010037072014	140	104
Block 2015	172010037072015	0	0
Block 2016	172010037072016	43	34
Block 2023	172010037072023	71	60
Block 2025	172010037072025	0	0

In Wd 14 Pct 01

For District: 9

Name	Geoid	Population	Voting Age Population
Block 1001	172010037071001	0	0
Block 1002	172010037071002	0	0
Block 1004	172010037071004	0	0
Block 1005	172010037071005	22	16
Block 1006	172010037071006	321	257
Block 1007	172010037071007	181	141
Block 1008	172010037071008	95	69
Block 1009	172010037071009	94	84

In Wd 05 Pct 03

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2000	172010037112000	0	0
Block 2007	172010037112007	0	0
Block 2009	172010037112009	0	0
Block 2013	172010037112013	0	0
Block 2014	172010037112014	0	0
Block 3000	172010037113000	0	0
Block 3001	172010037113001	0	0
Block 3002	172010037113002	0	0
Block 3003	172010037113003	0	0
Block 3004	172010037113004	0	0
Block 3006	172010037113006	0	0
Block 1001	172019800001001	0	0

In Rockford 27

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2001	172010037112001	0	0
Block 2002	172010037112002	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 27

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2003	172010037112003	10	8
Block 2004	172010037112004	106	92
Block 2005	172010037112005	10	7
Block 2006	172010037112006	31	26
Block 2008	172010037112008	0	0
Block 2010	172010037112010	0	0
Block 2011	172010037112011	0	0
Block 2012	172010037112012	9	7
Block 2015	172010037112015	80	66
Block 2016	172010037112016	21	20
Block 2017	172010037112017	60	48
Block 2018	172010037112018	46	39
Block 2019	172010037112019	9	8
Block 2020	172010037112020	19	17
Block 2021	172010037112021	25	20
Block 2022	172010037112022	139	126
Block 2023	172010037112023	45	39
Block 2024	172010037112024	41	30
Block 2025	172010037112025	17	16
Block 2026	172010037112026	97	77
Block 2027	172010037112027	18	16
Block 2034	172010037112034	0	0
Block 2035	172010037112035	0	0
Block 3007	172010037113007	43	36
Block 3011	172010037113011	0	0
Block 3019	172010037113019	39	29
Block 3020	172010037113020	50	34
Block 3021	172010037113021	28	22
Block 3022	172010037113022	10	9
Block 3023	172010037113023	11	10
Block 3024	172010037113024	23	22
Block 3025	172010037113025	16	11
Block 3026	172010037113026	13	11
Block 3027	172010037113027	17	16
Block 3028	172010037113028	9	6
Block 4010	172010037114010	0	0

In Rockford 28

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2028	172010037112028	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 28

For District: 9

Name	Geoid	Population	Voting Age Population
Block 2020	172010037112020	0	0
Block 2031	172010037112031	0	0
Block 2032	172010037112032	13	13
Block 3005	172010037113005	0	0
Block 3008	172010037113008	0	0
Block 3010	172010037113010	0	0
Block 3012	172010037113012	22	19
Block 3013	172010037113013	0	0
Block 3014	172010037113014	0	0
Block 3015	172010037113015	5	4
Block 3016	172010037113016	2	1
Block 3017	172010037113017	0	0
Block 3018	172010037113018	0	0
Block 4001	172010037114001	0	0
Block 4002	172010037114002	0	0
Block 4003	172010037114003	0	0
Block 4008	172010037114008	0	0
Block 4009	172010037114009	0	0
Block 4011	172010037114011	82	64
Block 4012	172010037114012	29	26
Block 4013	172010037114013	14	9
Block 4014	172010037114014	69	45
Block 4015	172010037114015	93	79
Block 4016	172010037114016	71	61
Block 4017	172010037114017	0	0
Block 4018	172010037114018	0	0
Block 4022	172010037114022	4	3
Block 4023	172010037114023	6	6
Block 4024	172010037114024	5	2
Block 4025	172010037114025	0	0
Block 4026	172010037114026	70	51
Block 4027	172010037114027	5	4
Block 4028	172010037114028	23	18
Block 4029	172010037114029	24	21
Block 4030	172010037114030	9	8
Block 4032	172010037114032	18	16
Block 4033	172010037114033	5	5
Block 4040	172010037114040	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 28

For District: 9

Name	Geoid	Population	Voting Age Population
Block 4047	172010037114047	23	15
Block 4048	172010037114048	0	0

In Rockford 8

For District: 9

Name	Geoid	Population	Voting Age Population
Block 4036	172010037114036	0	0
Block 5021	172010037115021	55	53
Block 5025	172010037115025	0	0
Block 5026	172010037115026	0	0
Block 5027	172010037115027	12	12
Block 5028	172010037115028	0	0
Block 5029	172010037115029	0	0
Block 5031	172010037115031	3	3
Block 5032	172010037115032	0	0
Block 5034	172010037115034	5	5
Block 5035	172010037115035	5	3
Block 5036	172010037115036	9	6
Block 5037	172010037115037	7	7
Block 5038	172010037115038	8	7
Block 5039	172010037115039	0	0
Block 5041	172010037115041	10	10
Block 5042	172010037115042	14	6
Block 5043	172010037115043	11	11
Block 5044	172010037115044	10	6
Block 5045	172010037115045	2	2
Block 5049	172010037115049	0	0
Block 5050	172010037115050	6	4
Block 5051	172010037115051	0	0
Block 5052	172010037115052	9	9
Block 5054	172010037115054	0	0
Block 5055	172010037115055	8	6
Block 5058	172010037115058	6	1
Block 5059	172010037115059	10	10
Block 5061	172010037115061	0	0
Block 5062	172010037115062	7	5
Block 5063	172010037115063	68	63
Block 5064	172010037115064	32	32
Block 5065	172010037115065	40	38
Block 5066	172010037115066	26	20
Block 5067	172010037115067	7	6

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Rockford 8

For District: 9

Name	Geoid	Population	Voting Age Population
Block 5068	172010037115068	62	49
Block 5069	172010037115069	37	27
Block 5070	172010037115070	42	37
Block 5078	172010037115078	0	0
Block 5079	172010037115079	0	0
Block 5080	172010037115080	0	0
Block 5091	172010037115091	4	4
Block 5092	172010037115092	57	50

**For District: 10** Population: 14,346 Ideal: 640,625 Deviation: -97.76 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 10

Name	Geoid	Population	Voting Age Population
Wd 08 Pct 03	17201000803	1613	1179
Wd 10 Pct 01	17201001001	1853	1354
Wd 10 Pct 02	17201001002	1396	1114
Wd 10 Pct 06	17201001006	1548	1159

## Geography Layer: Blocks

In Winnebago County

In Wd 10 Pct 03

For District: 10

Name	Geoid	Population	Voting Age Population
Block 3019	172010005023019	0	0
Block 2000	172010015002000	0	0
Block 2001	172010015002001	47	36
Block 2002	172010015002002	58	44
Block 2003	172010015002003	26	20
Block 2004	172010015002004	37	20
Block 2005	172010015002005	39	34
Block 2011	172010015002011	50	37
Block 2012	172010015002012	52	43
Block 2013	172010015002013	59	39
Block 2014	172010015002014	66	45
Block 2015	172010015002015	48	39
Block 2016	172010015002016	0	0
Block 2017	172010015002017	0	0
Block 2018	172010015002018	18	12
Block 2019	172010015002019	23	11

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 10 Pct 05		For District: 10	
Name	Geoid	Population	Voting Age Population
Block 3005	172010006003005	24	20
Block 3006	172010006003006	33	17
Block 3007	172010006003007	35	23
Block 3008	172010006003008	32	20
Block 3009	172010006003009	54	34
Block 3010	172010006003010	58	43
Block 3011	172010006003011	36	27
Block 3012	172010006003012	43	34
Block 3013	172010006003013	37	27
Block 3014	172010006003014	91	62
Block 3015	172010006003015	67	50
Block 3016	172010006003016	53	41
Block 4010	172010006004010	36	28
Block 4011	172010006004011	0	0
Block 4012	172010006004012	36	28
Block 4013	172010006004013	30	26
Block 4014	172010006004014	58	43
Block 4015	172010006004015	54	43
Block 4016	172010006004016	16	12
Block 4017	172010006004017	36	30
Block 4024	172010006004024	45	30
Block 4025	172010006004025	24	17
Block 4026	172010006004026	50	40
Block 4027	172010006004027	55	46

In Wd 02 Pct 05		For District: 10	
Name	Geoid	Population	Voting Age Population
Block 4012	172010007004012	17	15
Block 4013	172010007004013	50	34
Block 4014	172010007004014	27	21
Block 4015	172010007004015	33	20
Block 4024	172010007004024	11	8
Block 2007	172010008002007	76	56
Block 2014	172010008002014	33	28
Block 2021	172010008002021	86	51
Block 2024	172010008002024	16	14
Block 3010	172010008003010	13	11
Block 3011	172010008003011	25	24
Block 3013	172010008003013	43	33
Block 3014	172010008003014	43	42

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 05

For District: 10

Name	Geoid	Population	Voting Age Population
Block 3015	172010008003015	36	22
Block 3016	172010008003016	16	15
Block 3017	172010008003017	46	34
Block 3018	172010008003018	27	23
Block 3019	172010008003019	20	12
Block 3020	172010008003020	27	21
Block 3021	172010008003021	37	28
Block 3022	172010008003022	40	31
Block 3023	172010008003023	13	12
Block 3024	172010008003024	29	17
Block 3025	172010008003025	45	40

In Wd 02 Pct 02

For District: 10

Name	Geoid	Population	Voting Age Population
Block 1005	172010011001005	0	0
Block 1045	172010011001045	0	0
Block 1003	172010013001003	0	0
Block 1004	172010013001004	0	0
Block 2000	172010013002000	117	89
Block 2001	172010013002001	14	6
Block 2002	172010013002002	0	0
Block 2003	172010013002003	0	0
Block 2004	172010013002004	0	0
Block 2005	172010013002005	0	0
Block 2006	172010013002006	0	0
Block 2007	172010013002007	26	23
Block 2008	172010013002008	60	46
Block 2009	172010013002009	14	5
Block 2010	172010013002010	38	27
Block 2011	172010013002011	30	20
Block 2012	172010013002012	43	35
Block 2013	172010013002013	68	49
Block 2014	172010013002014	35	25
Block 2015	172010013002015	43	27
Block 2016	172010013002016	57	37
Block 2017	172010013002017	33	20
Block 3000	172010013003000	8	8
Block 3001	172010013003001	0	0
Block 3007	172010013003007	0	0
Block 3008	172010013003008	13	4

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 02

For District: 10

Name	Geoid	Population	Voting Age Population
Block 1008	172010014001008	0	0
Block 1017	172010014001017	80	59
Block 1018	172010014001018	54	44
Block 1020	172010014001020	44	36
Block 1021	172010014001021	36	23
Block 1022	172010014001022	24	23
Block 1023	172010014001023	26	20
Block 1024	172010014001024	23	17
Block 1027	172010014001027	19	17
Block 1028	172010014001028	9	5
Block 1029	172010014001029	23	16
Block 1030	172010014001030	23	13
Block 1031	172010014001031	29	19
Block 1032	172010014001032	17	10
Block 1033	172010014001033	20	13
Block 1034	172010014001034	54	35
Block 1035	172010014001035	16	10
Block 1036	172010014001036	8	5
Block 1037	172010014001037	3	2
Block 1038	172010014001038	48	42
Block 1039	172010014001039	12	1
Block 1040	172010014001040	13	6
Block 1042	172010014001042	69	61
Block 2000	172010014002000	17	7
Block 2001	172010014002001	12	3
Block 2002	172010014002002	35	27
Block 2003	172010014002003	20	18
Block 2004	172010014002004	41	29
Block 2005	172010014002005	21	18
Block 2006	172010014002006	10	3
Block 2007	172010014002007	35	35
Block 2008	172010014002008	0	0
Block 2009	172010014002009	0	0
Block 2011	172010014002011	9	8
Block 2012	172010014002012	19	14
Block 2013	172010014002013	16	8
Block 2018	172010014002018	0	0
Block 2019	172010014002019	0	0
Block 5006	172010015005006	58	46

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 02		For District: 10	
Name	Geoid	Population	Voting Age Population
Block 5007	172010015005007	36	20
Block 5008	172010015005008	24	16
Block 5009	172010015005009	45	37
Block 5010	172010015005010	26	20
Block 5011	172010015005011	47	37
In Wd 02 Pct 06		For District: 10	
Name	Geoid	Population	Voting Age Population
Block 1000	172010014001000	13	12
Block 1001	172010014001001	40	26
Block 1002	172010014001002	31	21
Block 1003	172010014001003	16	9
Block 1004	172010014001004	52	48
Block 1005	172010014001005	60	46
Block 1006	172010014001006	60	49
Block 1007	172010014001007	87	63
Block 1009	172010014001009	118	88
Block 1010	172010014001010	45	32
Block 1011	172010014001011	16	15
Block 1012	172010014001012	68	44
Block 1013	172010014001013	28	23
Block 1014	172010014001014	18	12
Block 1015	172010014001015	27	21
Block 1016	172010014001016	36	29
Block 1019	172010014001019	25	19
Block 1025	172010014001025	33	30
Block 1026	172010014001026	23	19
Block 1041	172010014001041	15	12
In Wd 02 Pct 01		For District: 10	
Name	Geoid	Population	Voting Age Population
Block 2020	172010014002020	75	60
Block 2021	172010014002021	36	33
Block 2024	172010014002024	83	49
Block 3000	172010014003000	30	18
Block 3015	172010014003015	53	49
Block 3016	172010014003016	17	13
Block 3025	172010014003025	67	51
Block 4000	172010014004000	44	38
Block 4001	172010014004001	19	17

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 08 Pct 04

For District: 10

Name	Geoid	Population	Voting Age Population
Block 1000	172010017001000	44	34
Block 1001	172010017001001	37	27
Block 1002	172010017001002	69	55
Block 1003	172010017001003	52	39
Block 1004	172010017001004	39	21
Block 1005	172010017001005	43	27
Block 1006	172010017001006	63	47
Block 1007	172010017001007	109	83
Block 1008	172010017001008	80	56
Block 1009	172010017001009	55	48
Block 1010	172010017001010	82	55
Block 1011	172010017001011	26	18
Block 1012	172010017001012	116	89
Block 1013	172010017001013	102	80
Block 1014	172010017001014	47	38
Block 2000	172010017002000	58	46
Block 3000	172010017003000	71	53
Block 3010	172010017003010	35	31

In Wd 08 Pct 05

For District: 10

Name	Geoid	Population	Voting Age Population
Block 2001	172010017002001	132	99
Block 2002	172010017002002	96	79
Block 2003	172010017002003	98	64
Block 2004	172010017002004	78	67
Block 2005	172010017002005	215	168
Block 2006	172010017002006	179	135
Block 2007	172010017002007	122	94
Block 3011	172010017003011	69	58
Block 3014	172010017003014	87	56
Block 3015	172010017003015	28	13
Block 3016	172010017003016	36	29
Block 3018	172010017003018	94	64
Block 3019	172010017003019	40	31
Block 3020	172010017003020	42	29
Block 3021	172010017003021	122	90
Block 3022	172010017003022	80	55

**For District: 11** Population: 14,285 Ideal: 640,625 Deviation: -97.77 %

# Autobound EDGE - Bill Language Report

## Geography Layer: Voting Precincts

In Winnebago County

In Cherry Valley township

For District: 11

Name	Geoid	Population	Voting Age Population
Cherry Valley 9	17201000209	928	812
Cherry Valley 1		817	708
Cherry Valley 5		642	568
Cherry Valley 12		898	751

## Geography Layer: Blocks

In Winnebago County

In Wd 14 Pct 05

For District: 11

Name	Geoid	Population	Voting Age Population
Block 1001	172010005021001	0	0
Block 1002	172010005021002	8	4
Block 1003	172010005021003	36	27
Block 1004	172010005021004	0	0
Block 1006	172010005021006	7	3
Block 1007	172010005021007	76	67
Block 1008	172010005021008	61	47
Block 1009	172010005021009	162	132
Block 1010	172010005021010	120	82
Block 1012	172010005021012	14	11
Block 1013	172010005021013	35	25
Block 1014	172010005021014	33	22
Block 1015	172010005021015	6	6
Block 1016	172010005021016	157	137
Block 1017	172010005021017	0	0
Block 1018	172010005021018	15	11
Block 1019	172010005021019	17	14
Block 1020	172010005021020	21	21
Block 1021	172010005021021	77	65
Block 1022	172010005021022	26	23
Block 1023	172010005021023	17	10
Block 2001	172010005022001	473	346
Block 2002	172010005022002	50	42
Block 3001	172010005023001	0	0
Block 1012	172010005131012	0	0
Block 1019	172010005131019	338	299
Block 1021	172010005131021	22	20
Block 1030	172010005131030	113	99
Block 1031	172010005131031	17	16
Block 1032	172010005131032	24	22

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 14 Pct 04		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 1011	172010005021011	102	77
Block 2003	172010005022003	184	144
Block 2004	172010005022004	220	164
Block 2005	172010005022005	31	12
Block 2006	172010005022006	33	17
Block 2007	172010005022007	68	48
Block 2008	172010005022008	72	57
Block 2009	172010005022009	116	80
Block 2010	172010005022010	77	60
Block 2011	172010005022011	70	58
Block 2012	172010005022012	77	62
Block 2013	172010005022013	121	83
Block 2014	172010005022014	30	24
Block 2015	172010005022015	60	45
Block 2016	172010005022016	33	27
Block 3002	172010005023002	517	415
Block 3015	172010005023015	0	0
Block 3016	172010005023016	0	0
In Wd 10 Pct 03		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 3003	172010005023003	17	9
Block 3006	172010005023006	21	20
Block 3007	172010005023007	31	26
Block 3008	172010005023008	131	92
Block 3009	172010005023009	189	152
Block 3010	172010005023010	64	55
Block 3011	172010005023011	53	49
Block 3012	172010005023012	51	41
Block 3013	172010005023013	24	22
Block 3014	172010005023014	0	0
Block 3017	172010005023017	33	22
In Rockford 26		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 1015	172010005131015	45	32
Block 1016	172010005131016	18	14
Block 1024	172010005131024	50	44
Block 1033	172010005131033	28	24
Block 1038	172010005131038	12	7
Block 2000	172010005132000	76	59

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 26

For District: 11

Name	Geoid	Population	Voting Age Population
Block 2001	172010005132001	7	7
Block 2002	172010005132002	3	0
Block 2006	172010005132006	33	28
Block 2011	172010005132011	82	72
Block 2012	172010005132012	0	0
Block 2013	172010005132013	39	35
Block 2014	172010005132014	107	78
Block 2015	172010005132015	17	5
Block 2016	172010005132016	45	36
Block 2017	172010005132017	0	0
Block 2018	172010005132018	43	38
Block 2019	172010005132019	48	29
Block 2020	172010005132020	25	19
Block 2021	172010005132021	43	33
Block 2022	172010005132022	57	45
Block 2023	172010005132023	46	41
Block 2024	172010005132024	41	30
Block 2025	172010005132025	35	33
Block 2026	172010005132026	17	15
Block 2027	172010005132027	0	0
Block 2028	172010005132028	31	26
Block 2029	172010005132029	0	0
Block 2030	172010005132030	21	21
Block 2031	172010005132031	27	25
Block 2032	172010005132032	0	0
Block 2033	172010005132033	44	40
Block 2034	172010005132034	0	0
Block 2035	172010005132035	57	47
Block 2036	172010005132036	57	47
Block 2040	172010005132040	13	8
Block 2041	172010005132041	7	6

In Wd 01 Pct 08

For District: 11

Name	Geoid	Population	Voting Age Population
Block 1020	172010005131020	83	58
Block 1022	172010005131022	103	81
Block 1023	172010005131023	81	68
Block 1025	172010005131025	200	178
Block 1026	172010005131026	124	99
Block 1027	172010005131027	27	24

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 01 Pct 08

For District: 11

Name	Geoid	Population	Voting Age Population
Block 1028	172010005131028	38	35
Block 1029	172010005131029	53	46
Block 1034	172010005131034	49	44
Block 1035	172010005131035	12	10
Block 1036	172010005131036	24	19
Block 1037	172010005131037	132	120
Block 1039	172010005131039	57	53

In Wd 14 Pct 02

For District: 11

Name	Geoid	Population	Voting Age Population
Block 2003	172010005132003	50	46
Block 2004	172010005132004	21	19
Block 2005	172010005132005	323	274
Block 2007	172010005132007	130	129
Block 2008	172010005132008	0	0
Block 2009	172010005132009	39	25
Block 2010	172010005132010	179	171
Block 2037	172010005132037	94	79
Block 2038	172010005132038	23	23
Block 2039	172010005132039	25	22

In Rockford 13

For District: 11

Name	Geoid	Population	Voting Age Population
Block 1026	172010005141026	143	123
Block 1027	172010005141027	58	52
Block 1029	172010005141029	31	21
Block 1030	172010005141030	13	11
Block 1032	172010005141032	33	29
Block 1033	172010005141033	115	103
Block 1034	172010005141034	0	0
Block 1036	172010005141036	19	18
Block 3031	172010005143031	20	11
Block 3032	172010005143032	0	0
Block 3033	172010005143033	0	0
Block 3034	172010005143034	0	0
Block 3035	172010005143035	0	0
Block 3036	172010005143036	0	0
Block 3040	172010005143040	135	130
Block 3041	172010005143041	0	0
Block 3042	172010005143042	31	27
Block 2000	172010037102000	0	0

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

### In Winnebago County

In Rockford 13		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 2001	172010037102001	0	0
Block 2002	172010037102002	0	0
Block 2003	172010037102003	0	0
Block 2004	172010037102004	0	0
Block 2005	172010037102005	0	0
In Rockford 30		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 3030	172010005143030	0	0
Block 1002	172010037051002	0	0
Block 1003	172010037051003	0	0
In Cherry Valley 4		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 3006	172010037053006	0	0
Block 3007	172010037053007	0	0
Block 3008	172010037053008	0	0
Block 3009	172010037053009	0	0
Block 3010	172010037053010	0	0
Block 3015	172010037053015	16	12
Block 3016	172010037053016	15	13
Block 3017	172010037053017	0	0
Block 3018	172010037053018	0	0
Block 3019	172010037053019	0	0
Block 3020	172010037053020	0	0
Block 3021	172010037053021	0	0
Block 3022	172010037053022	0	0
Block 3023	172010037053023	0	0
Block 3030	172010037053030	0	0
Block 3031	172010037053031	6	4
Block 3032	172010037053032	15	11
Block 3033	172010037053033	11	7
Block 3034	172010037053034	0	0
Block 3035	172010037053035	8	8
Block 3036	172010037053036	0	0
Block 3037	172010037053037	147	113
Block 3038	172010037053038	48	45
Block 3040	172010037053040	26	22
Block 3041	172010037053041	21	18
Block 3042	172010037053042	8	6
Block 3043	172010037053043	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Cherry Valley 4		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 3044	172010037053044	0	0
Block 3045	172010037053045	0	0
Block 3046	172010037053046	17	14
Block 3047	172010037053047	0	0
Block 3048	172010037053048	19	19
Block 3059	172010037053059	14	10
Block 3060	172010037053060	0	0
Block 3061	172010037053061	0	0
Block 3062	172010037053062	6	6
Block 3063	172010037053063	19	16
Block 3064	172010037053064	14	14
Block 3065	172010037053065	25	20
Block 3066	172010037053066	0	0
Block 3067	172010037053067	0	0
Block 3068	172010037053068	14	13
Block 3069	172010037053069	0	0
Block 3070	172010037053070	0	0
Block 3072	172010037053072	9	9
Block 3073	172010037053073	0	0
Block 3074	172010037053074	5	4
Block 3075	172010037053075	7	6
Block 3076	172010037053076	0	0
Block 3077	172010037053077	0	0
Block 3080	172010037053080	0	0
Block 3081	172010037053081	0	0
Block 3082	172010037053082	0	0
Block 3083	172010037053083	0	0
Block 5023	172010037055023	0	0
Block 4000	172010037064000	0	0
Block 2017	172010037072017	0	0
Block 2018	172010037072018	0	0
Block 2019	172010037072019	116	95
Block 2024	172010037072024	0	0

In Rockford 8		For District: 11	
Name	Geoid	Population	Voting Age Population
Block 3049	172010037053049	5	3
Block 3050	172010037053050	15	11
Block 3051	172010037053051	5	2
Block 3052	172010037053052	11	8

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 8

For District: 11

Name	Geoid	Population	Voting Age Population
Block 3053	172010037053053	0	0
Block 3054	172010037053054	0	0
Block 3055	172010037053055	0	0
Block 3056	172010037053056	6	4
Block 3057	172010037053057	5	2
Block 3058	172010037053058	0	0
Block 3071	172010037053071	4	4
Block 3078	172010037053078	0	0
Block 3079	172010037053079	20	14
Block 4000	172010037054000	0	0
Block 4001	172010037054001	0	0
Block 4002	172010037054002	0	0
Block 4003	172010037054003	49	45
Block 4004	172010037054004	7	6
Block 4005	172010037054005	11	9
Block 4006	172010037054006	13	11
Block 4007	172010037054007	21	19
Block 4008	172010037054008	18	18
Block 4009	172010037054009	17	13
Block 4010	172010037054010	14	11
Block 4011	172010037054011	4	3
Block 4012	172010037054012	24	20
Block 4013	172010037054013	16	12
Block 4014	172010037054014	10	5
Block 4015	172010037054015	9	8
Block 4016	172010037054016	22	22
Block 4017	172010037054017	14	8
Block 4018	172010037054018	7	6
Block 4019	172010037054019	32	32
Block 4020	172010037054020	14	10
Block 4021	172010037054021	0	0
Block 4022	172010037054022	0	0
Block 4023	172010037054023	41	33
Block 4024	172010037054024	0	0
Block 4025	172010037054025	0	0
Block 4026	172010037054026	105	83
Block 4027	172010037054027	13	9
Block 4028	172010037054028	0	0
Block 4029	172010037054029	6	4

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Rockford 8

For District: 11

Name	Geoid	Population	Voting Age Population
Block 4030	172010037054030	0	0
Block 4031	172010037054031	28	28
Block 4032	172010037054032	10	10
Block 4033	172010037054033	11	9
Block 4034	172010037054034	11	6
Block 4035	172010037054035	0	0
Block 4036	172010037054036	52	45
Block 4037	172010037054037	0	0
Block 4038	172010037054038	20	20
Block 4039	172010037054039	3	2
Block 4040	172010037054040	0	0
Block 4041	172010037054041	3	3
Block 4042	172010037054042	29	29
Block 4043	172010037054043	10	9
Block 4044	172010037054044	0	0
Block 4045	172010037054045	0	0
Block 4046	172010037054046	0	0
Block 5060	172010037115060	0	0
Block 5071	172010037115071	10	8
Block 5072	172010037115072	15	15
Block 5073	172010037115073	0	0
Block 5074	172010037115074	0	0
Block 5075	172010037115075	48	38
Block 5076	172010037115076	0	0
Block 5077	172010037115077	0	0
Block 5095	172010037115095	13	4

In Cherry Valley 11

For District: 11

Name	Geoid	Population	Voting Age Population
Block 5015	172010037055015	86	71
Block 5016	172010037055016	0	0
Block 5017	172010037055017	0	0
Block 5018	172010037055018	9	5
Block 5028	172010037055028	100	94
Block 5029	172010037055029	26	24
Block 5030	172010037055030	72	56
Block 5031	172010037055031	43	27
Block 5032	172010037055032	30	20

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Cherry Valley 3

For District: 11

Name	Geoid	Population	Voting Age Population
Block 2006	172010037102006	0	0
Block 2007	172010037102007	0	0
Block 2008	172010037102008	0	0
Block 2009	172010037102009	49	37
Block 2010	172010037102010	0	0
Block 2011	172010037102011	65	54
Block 2012	172010037102012	85	74
Block 2013	172010037102013	47	46
Block 2014	172010037102014	29	23
Block 2015	172010037102015	37	30
Block 2016	172010037102016	61	49
Block 2017	172010037102017	54	44
Block 2018	172010037102018	37	34
Block 2019	172010037102019	41	34
Block 2020	172010037102020	25	16
Block 2021	172010037102021	84	71
Block 2022	172010037102022	115	97
Block 2023	172010037102023	19	10
Block 2024	172010037102024	0	0
Block 2027	172010037102027	0	0
Block 2028	172010037102028	99	80
Block 2029	172010037102029	86	67
Block 2030	172010037102030	134	108
Block 2031	172010037102031	38	28
Block 2032	172010037102032	42	31
Block 2033	172010037102033	0	0
Block 2034	172010037102034	0	0
Block 2035	172010037102035	74	60

In Rockford 28

For District: 11

Name	Geoid	Population	Voting Age Population
Block 4037	172010037114037	0	0
Block 4038	172010037114038	4	2
Block 4041	172010037114041	0	0
Block 4044	172010037114044	10	8
Block 4045	172010037114045	15	12
Block 4046	172010037114046	8	6

In Wd 06 Pct 01

For District: 11

Name	Geoid	Population	Voting Age Population
Block 4039	172010037114039	0	0

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Based on: 2020 Census Geography, 2020 PL94-171

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 01

For District: 11

Name	Geoid	Population	Voting Age Population
Block 4042	172010037114042	0	0
Block 4043	172010037114043	0	0

**For District: 12** Population: 14,247 Ideal: 640,625 Deviation: -97.78 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 12

Name	Geoid	Population	Voting Age Population
Wd 11 Pct 02	17201001102	2433	1715
Wd 11 Pct 04	17201001104	2195	1631

## Geography Layer: Blocks

In Winnebago County

In Wd 11 Pct 03

For District: 12

Name	Geoid	Population	Voting Age Population
Block 1007	172010012001007	34	21
Block 1008	172010012001008	52	38
Block 1012	172010012001012	20	13
Block 1013	172010012001013	15	3
Block 2011	172010012002011	17	13
Block 2012	172010012002012	41	29
Block 2013	172010012002013	23	11
Block 2014	172010012002014	5	5
Block 2015	172010012002015	0	0
Block 2016	172010012002016	13	11
Block 2017	172010012002017	14	8
Block 2018	172010012002018	14	12
Block 2019	172010012002019	14	9
Block 2020	172010012002020	9	9
Block 2021	172010012002021	36	20
Block 2022	172010012002022	15	9
Block 2023	172010012002023	23	20
Block 2024	172010012002024	9	3
Block 2025	172010012002025	18	15
Block 2026	172010012002026	15	9
Block 2027	172010012002027	13	6
Block 2028	172010012002028	47	40
Block 2029	172010012002029	40	23
Block 2030	172010012002030	30	23
Block 3000	172010012003000	74	62

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 11 Pct 03

For District: 12

Name	Geoid	Population	Voting Age Population
Block 3001	172010012003001	34	19
Block 3002	172010012003002	40	31
Block 3003	172010012003003	27	25
Block 3004	172010012003004	25	11
Block 3005	172010012003005	16	13
Block 3006	172010012003006	58	43
Block 3007	172010012003007	41	23
Block 3008	172010012003008	38	26
Block 3009	172010012003009	13	12
Block 3010	172010012003010	36	22
Block 3011	172010012003011	45	33
Block 3012	172010012003012	11	9
Block 3013	172010012003013	56	48
Block 3014	172010012003014	4	2
Block 3015	172010012003015	34	20
Block 3016	172010012003016	30	19
Block 3017	172010012003017	57	38
Block 3018	172010012003018	28	18
Block 3019	172010012003019	21	15
Block 3020	172010012003020	19	13
Block 3021	172010012003021	43	33
Block 3022	172010012003022	1	0
Block 3023	172010012003023	32	17
Block 3024	172010012003024	30	20
Block 3025	172010012003025	48	31
Block 3026	172010012003026	24	24
Block 3027	172010012003027	14	11
Block 3028	172010012003028	40	23
Block 3029	172010012003029	19	12
Block 3030	172010012003030	33	14
Block 3031	172010012003031	12	10
Block 3032	172010012003032	22	20
Block 3033	172010012003033	0	0
Block 3034	172010012003034	29	23
Block 6001	172010018006001	31	16
Block 6002	172010018006002	41	30
Block 6003	172010018006003	50	44
Block 6004	172010018006004	49	42
Block 6005	172010018006005	33	23

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 11 Pct 03		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 6006	172010018006006	22	15
Block 6007	172010018006007	30	26
Block 6008	172010018006008	33	21
Block 6009	172010018006009	22	14
Block 6017	172010018006017	21	14
Block 6018	172010018006018	25	20
Block 6019	172010018006019	31	23
Block 6020	172010018006020	14	7
In Wd 02 Pct 02		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 3011	172010013003011	19	13
Block 3012	172010013003012	25	21
Block 3013	172010013003013	18	10
Block 3014	172010013003014	14	10
Block 3015	172010013003015	38	24
Block 3016	172010013003016	32	23
Block 3017	172010013003017	17	12
Block 3018	172010013003018	41	18
Block 3019	172010013003019	16	14
Block 3020	172010013003020	34	23
Block 3021	172010013003021	10	8
Block 3024	172010013003024	27	22
Block 3025	172010013003025	31	25
Block 3026	172010013003026	38	27
Block 3027	172010013003027	24	10
Block 3030	172010013003030	25	14
Block 3031	172010013003031	29	20
In Wd 02 Pct 01		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 2010	172010014002010	0	0
Block 2014	172010014002014	24	7
Block 2015	172010014002015	19	14
Block 2016	172010014002016	14	13
Block 2017	172010014002017	95	71
Block 2022	172010014002022	51	36
Block 2023	172010014002023	85	57
Block 2025	172010014002025	13	6
Block 2026	172010014002026	25	22
Block 2027	172010014002027	9	9

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 01

For District: 12

Name	Geoid	Population	Voting Age Population
Block 2028	172010014002028	27	14
Block 2029	172010014002029	25	9
Block 2030	172010014002030	28	15
Block 2031	172010014002031	20	15
Block 2032	172010014002032	18	7
Block 2033	172010014002033	12	9
Block 2034	172010014002034	39	30
Block 2035	172010014002035	11	4
Block 2036	172010014002036	52	31
Block 2037	172010014002037	22	15
Block 2038	172010014002038	18	12
Block 2039	172010014002039	16	13
Block 2040	172010014002040	29	25
Block 2041	172010014002041	11	9
Block 2042	172010014002042	41	23
Block 2043	172010014002043	13	8
Block 2044	172010014002044	8	7
Block 3001	172010014003001	72	52
Block 3002	172010014003002	20	13
Block 3003	172010014003003	20	12
Block 3004	172010014003004	41	26
Block 3005	172010014003005	15	8
Block 3006	172010014003006	20	17
Block 3007	172010014003007	24	13
Block 3008	172010014003008	35	21
Block 3009	172010014003009	32	20
Block 3010	172010014003010	83	55
Block 3011	172010014003011	12	11
Block 3012	172010014003012	21	13
Block 3013	172010014003013	19	19
Block 3014	172010014003014	56	32
Block 3017	172010014003017	34	21
Block 3018	172010014003018	10	9
Block 3019	172010014003019	0	0
Block 3020	172010014003020	19	15
Block 3021	172010014003021	26	9
Block 3022	172010014003022	20	17
Block 3023	172010014003023	16	7
Block 3024	172010014003024	39	32

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 01

For District: 12

Name	Geoid	Population	Voting Age Population
Block 3026	172010014003026	21	14
Block 4002	172010014004002	43	32
Block 4003	172010014004003	12	4
Block 4004	172010014004004	15	14
Block 4005	172010014004005	35	27
Block 4006	172010014004006	17	15
Block 4007	172010014004007	18	15
Block 4008	172010014004008	0	0
Block 4010	172010014004010	42	31
Block 4011	172010014004011	42	26
Block 4012	172010014004012	28	23
Block 4013	172010014004013	26	20
Block 4014	172010014004014	21	15
Block 4015	172010014004015	28	16
Block 4016	172010014004016	31	24
Block 4017	172010014004017	26	24
Block 4018	172010014004018	5	4
Block 4019	172010014004019	24	16
Block 4020	172010014004020	18	15
Block 4022	172010014004022	12	9
Block 4023	172010014004023	11	9
Block 4025	172010014004025	34	30
Block 4026	172010014004026	14	8
Block 4027	172010014004027	28	19
Block 4028	172010014004028	37	25

In Wd 08 Pct 05

For District: 12

Name	Geoid	Population	Voting Age Population
Block 4021	172010014004021	21	16
Block 2036	172010018002036	0	0
Block 2037	172010018002037	0	0
Block 1009	172010037081009	0	0
Block 1010	172010037081010	0	0

In Wd 11 Pct 01

For District: 12

Name	Geoid	Population	Voting Age Population
Block 3002	172010018003002	0	0
Block 3003	172010018003003	0	0
Block 3004	172010018003004	5	4
Block 3005	172010018003005	52	38
Block 3006	172010018003006	15	13

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 11 Pct 01

For District: 12

Name	Geoid	Population	Voting Age Population
Block 3007	172010018003007	20	10
Block 3008	172010018003008	32	28
Block 3014	172010018003014	37	30
Block 3019	172010018003019	31	14
Block 3020	172010018003020	23	21
Block 3021	172010018003021	28	23
Block 3022	172010018003022	35	26
Block 3030	172010018003030	22	15
Block 3031	172010018003031	37	25
Block 3036	172010018003036	62	47
Block 4000	172010018004000	67	52
Block 4001	172010018004001	87	62
Block 4002	172010018004002	38	25
Block 4003	172010018004003	27	17
Block 4004	172010018004004	20	13
Block 4005	172010018004005	29	19
Block 4006	172010018004006	29	15
Block 4007	172010018004007	20	17
Block 4008	172010018004008	16	10
Block 4009	172010018004009	32	24
Block 4010	172010018004010	9	8
Block 4011	172010018004011	0	0
Block 4012	172010018004012	0	0
Block 4015	172010018004015	58	42
Block 4018	172010018004018	0	0
Block 4019	172010018004019	0	0
Block 5000	172010018005000	11	7
Block 5001	172010018005001	56	40
Block 5002	172010018005002	25	22
Block 5003	172010018005003	63	50
Block 5004	172010018005004	46	32
Block 5005	172010018005005	38	31
Block 5006	172010018005006	44	33
Block 5007	172010018005007	102	97
Block 5008	172010018005008	28	17
Block 5009	172010018005009	16	16
Block 5010	172010018005010	38	20
Block 5011	172010018005011	76	46
Block 5012	172010018005012	71	57

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 11 Pct 01

For District: 12

Name	Geoid	Population	Voting Age Population
Block 5013	172010018005013	91	64
Block 6010	172010018006010	23	16
Block 6011	172010018006011	9	7
Block 6012	172010018006012	15	12
Block 6013	172010018006013	24	15
Block 6014	172010018006014	57	40
Block 6015	172010018006015	68	52
Block 6016	172010018006016	62	42
Block 6026	172010018006026	14	13
Block 6027	172010018006027	15	9
Block 6028	172010018006028	33	26
Block 6029	172010018006029	27	20
Block 6030	172010018006030	30	26
Block 6031	172010018006031	46	35
Block 6032	172010018006032	29	22
Block 6033	172010018006033	22	14
Block 6034	172010018006034	27	20
Block 6035	172010018006035	9	8
Block 6036	172010018006036	28	24
Block 6037	172010018006037	17	15
Block 6039	172010018006039	19	16
Block 6040	172010018006040	30	19
Block 6041	172010018006041	22	12
Block 6042	172010018006042	37	23

In Wd 06 Pct 04

For District: 12

Name	Geoid	Population	Voting Age Population
Block 1000	172010019001000	0	0
Block 1001	172010019001001	0	0
Block 1002	172010019001002	7	7
Block 1003	172010019001003	22	11
Block 1004	172010019001004	0	0
Block 1005	172010019001005	40	31
Block 1006	172010019001006	12	9
Block 1007	172010019001007	15	9
Block 1011	172010019001011	24	18
Block 2001	172010019002001	0	0
Block 2002	172010019002002	23	21
Block 2003	172010019002003	306	257
Block 2004	172010019002004	95	89

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 04		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 2005	172010019002005	47	30
Block 2006	172010019002006	12	7
Block 2007	172010019002007	34	28
Block 2008	172010019002008	28	17
Block 2011	172010019002011	45	30
Block 2012	172010019002012	61	40
Block 2013	172010019002013	19	10
Block 2017	172010019002017	45	26
Block 2018	172010019002018	76	58
In Wd 06 Pct 03		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 2000	172010037062000	0	0
Block 2003	172010037062003	284	191
Block 2004	172010037062004	91	64
Block 2005	172010037062005	123	75
Block 2006	172010037062006	86	75
Block 2007	172010037062007	139	94
Block 2008	172010037062008	87	59
Block 2000	172010037082000	382	300
Block 2001	172010037082001	108	83
Block 2002	172010037082002	145	121
In Wd 08 Pct 06		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 1011	172010037081011	0	0
Block 1012	172010037081012	0	0
Block 1013	172010037081013	0	0
Block 1014	172010037081014	26	5
Block 1022	172010037081022	367	272
Block 1023	172010037081023	35	31
Block 1024	172010037081024	35	24
Block 1045	172010037081045	20	18
Block 2004	172010037082004	12	10
Block 2007	172010037082007	22	12
Block 2008	172010037082008	9	2
In Cherry Valley 6		For District: 12	
Name	Geoid	Population	Voting Age Population
Block 2003	172010037082003	134	107
Block 2005	172010037082005	10	10
Block 2006	172010037082006	15	12

# Autobound EDGE - Bill Language Report

**For District: 13**    Population: 14,262    Ideal: 640,625    Deviation: -97.77 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township		For District: 13	
Name	Geoid	Population	Voting Age Population
Wd 07 Pct 01	17201000701	1653	1177
Wd 07 Pct 02	17201000702	1674	1185
Wd 07 Pct 03	17201000703	1655	1183
Wd 09 Pct 02	17201000902	1759	1312
Wd 09 Pct 04	17201000904	2075	1534

## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 04		For District: 13	
Name	Geoid	Population	Voting Age Population
Block 1006	172010031001006	0	0
Block 1007	172010031001007	0	0
Block 1008	172010031001008	14	13
Block 1000	172010032001000	123	92
Block 1001	172010032001001	27	17
Block 1002	172010032001002	8	6
Block 1003	172010032001003	16	11
Block 1004	172010032001004	19	9
Block 1005	172010032001005	12	10
Block 1006	172010032001006	13	7
Block 1009	172010032001009	18	18
Block 1010	172010032001010	58	46
In Wd 03 Pct 07		For District: 13	
Name	Geoid	Population	Voting Age Population
Block 2001	172010031002001	3	2
Block 2002	172010031002002	25	10
Block 2003	172010031002003	22	18
Block 2004	172010031002004	24	20
Block 2005	172010031002005	44	23
Block 2019	172010031002019	50	37
Block 2020	172010031002020	25	23
In Wd 03 Pct 06		For District: 13	
Name	Geoid	Population	Voting Age Population
Block 3000	172010031003000	89	61
Block 3001	172010031003001	0	0
Block 3003	172010031003003	61	52
Block 3004	172010031003004	64	54
Block 3005	172010031003005	17	14

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 06

For District: 13

Name	Geoid	Population	Voting Age Population
Block 3012	172010031003012	32	28
Block 3013	172010031003013	22	11
Block 3016	172010031003016	49	43
Block 3017	172010031003017	30	19
Block 4003	172010031004003	158	109
Block 4004	172010031004004	153	127
Block 5014	172010031005014	80	71
Block 5015	172010031005015	15	15

In Wd 07 Pct 04

For District: 13

Name	Geoid	Population	Voting Age Population
Block 3000	172010033003000	145	103
Block 3009	172010033003009	20	11
Block 3010	172010033003010	17	7
Block 3011	172010033003011	40	31
Block 3013	172010033003013	63	42
Block 3014	172010033003014	8	6
Block 3015	172010033003015	24	14
Block 3016	172010033003016	18	11
Block 3017	172010033003017	32	31
Block 3018	172010033003018	18	17
Block 3019	172010033003019	19	13
Block 3020	172010033003020	20	13
Block 3021	172010033003021	25	18
Block 3022	172010033003022	33	22
Block 3023	172010033003023	23	20
Block 3025	172010033003025	10	10
Block 3026	172010033003026	28	25
Block 3027	172010033003027	27	19
Block 3028	172010033003028	17	6
Block 3029	172010033003029	0	0
Block 3030	172010033003030	28	20
Block 3031	172010033003031	33	26
Block 3032	172010033003032	28	14
Block 3033	172010033003033	17	16
Block 3034	172010033003034	49	36
Block 4004	172010033004004	27	24
Block 4009	172010033004009	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 03

For District: 13

Name	Geoid	Population	Voting Age Population
Block 1012	172010034001012	0	0
Block 3000	172010036063000	77	65
Block 3001	172010036063001	28	21
Block 3002	172010036063002	22	14
Block 3003	172010036063003	13	10
Block 3004	172010036063004	37	22
Block 3005	172010036063005	25	21
Block 3006	172010036063006	22	20
Block 3007	172010036063007	23	12
Block 3008	172010036063008	47	34
Block 3009	172010036063009	68	45
Block 3010	172010036063010	67	50
Block 3011	172010036063011	78	50
Block 3012	172010036063012	102	72
Block 3013	172010036063013	129	89

In Wd 09 Pct 01

For District: 13

Name	Geoid	Population	Voting Age Population
Block 1024	172010034001024	0	0
Block 2038	172010034002038	20	13
Block 2039	172010034002039	11	10
Block 2040	172010034002040	10	5
Block 2041	172010034002041	23	18
Block 3007	172010034003007	24	5
Block 3008	172010034003008	10	8
Block 3009	172010034003009	1	1
Block 3010	172010034003010	23	23
Block 3011	172010034003011	34	27
Block 3012	172010034003012	43	33
Block 3022	172010034003022	9	7
Block 3023	172010034003023	22	15
Block 3024	172010034003024	26	22
Block 3025	172010034003025	15	7
Block 3026	172010034003026	0	0
Block 3027	172010034003027	24	22
Block 3028	172010034003028	20	6
Block 3041	172010034003041	4	4
Block 3042	172010034003042	14	11
Block 3043	172010034003043	33	27
Block 3044	172010034003044	16	13

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 09 Pct 01		For District: 13	
Name	Geoid	Population	Voting Age Population
Block 3045	172010034003045	44	27
Block 3046	172010034003046	13	9
Block 3047	172010034003047	14	7
Block 4000	172010034004000	54	34
Block 4001	172010034004001	41	30
Block 4013	172010034004013	38	29
Block 4014	172010034004014	35	17
Block 4015	172010034004015	45	28
Block 4016	172010034004016	42	39
Block 4019	172010034004019	27	19
Block 4020	172010034004020	46	38
Block 4034	172010034004034	44	24
Block 4035	172010034004035	40	29
Block 4036	172010034004036	0	0
Block 4037	172010034004037	35	27
Block 4038	172010034004038	37	30

In Wd 12 Pct 05		For District: 13	
Name	Geoid	Population	Voting Age Population
Block 1001	172010036041001	61	50
Block 1006	172010036041006	76	51
Block 1001	172010036061001	23	19
Block 1002	172010036061002	58	51
Block 1003	172010036061003	65	61
Block 1006	172010036061006	28	28
Block 1025	172010036061025	31	25

In Wd 12 Pct 04		For District: 13	
Name	Geoid	Population	Voting Age Population
Block 1004	172010036041004	70	59
Block 1005	172010036041005	67	51
Block 1004	172010036061004	22	15
Block 1005	172010036061005	26	17
Block 1007	172010036061007	32	26
Block 1008	172010036061008	26	15
Block 1009	172010036061009	13	10
Block 1010	172010036061010	23	15
Block 1011	172010036061011	11	7
Block 1018	172010036061018	32	17
Block 1019	172010036061019	22	18
Block 1020	172010036061020	20	18

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 04

For District: 13

Name	Geoid	Population	Voting Age Population
Block 1021	172010036061021	15	7
Block 1022	172010036061022	8	8
Block 1023	172010036061023	7	7
Block 1024	172010036061024	39	30
Block 1026	172010036061026	25	25
Block 1027	172010036061027	48	41
Block 1028	172010036061028	9	7
Block 1029	172010036061029	16	14
Block 1030	172010036061030	27	23
Block 1031	172010036061031	23	19
Block 1033	172010036061033	11	4
Block 1034	172010036061034	15	14
Block 1035	172010036061035	11	11
Block 1036	172010036061036	17	16
Block 1037	172010036061037	19	15
Block 1038	172010036061038	20	8
Block 2001	172010036062001	15	10
Block 2002	172010036062002	20	13
Block 2003	172010036062003	11	10
Block 2004	172010036062004	9	6
Block 2005	172010036062005	7	7
Block 2006	172010036062006	10	10
Block 2007	172010036062007	7	6
Block 2008	172010036062008	12	12
Block 2009	172010036062009	17	17
Block 2010	172010036062010	8	5
Block 2011	172010036062011	11	10
Block 2012	172010036062012	8	4
Block 2013	172010036062013	12	9
Block 2014	172010036062014	11	9
Block 2015	172010036062015	12	8
Block 2016	172010036062016	13	5
Block 2017	172010036062017	10	9
Block 2018	172010036062018	9	4
Block 2019	172010036062019	14	14
Block 2020	172010036062020	16	14
Block 2021	172010036062021	15	10
Block 2022	172010036062022	16	16
Block 2023	172010036062023	20	20

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 04

For District: 13

Name	Geoid	Population	Voting Age Population
Block 2024	172010036062024	6	5
Block 2025	172010036062025	9	9
Block 2026	172010036062026	100	82
Block 2027	172010036062027	20	15
Block 2028	172010036062028	14	12
Block 2029	172010036062029	22	12

In Wd 09 Pct 05

For District: 13

Name	Geoid	Population	Voting Age Population
Block 2001	172010036042001	141	102
Block 2002	172010036042002	48	41
Block 2003	172010036042003	72	52

**For District: 14** Population: 14,291 Ideal: 640,625 Deviation: -97.77 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 14

Name	Geoid	Population	Voting Age Population
Wd 07 Pct 05	17201000705	1566	1117

## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 06

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1000	172010008001000	0	0
Block 1001	172010008001001	7	7
Block 1002	172010008001002	3	1
Block 1003	172010008001003	46	40
Block 1006	172010008001006	14	12
Block 1007	172010008001007	24	20
Block 1015	172010008001015	19	12
Block 1016	172010008001016	7	7
Block 1018	172010008001018	0	0
Block 1019	172010008001019	0	0

In Wd 03 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1004	172010008001004	38	33
Block 1005	172010008001005	0	0
Block 1008	172010008001008	18	13
Block 1009	172010008001009	21	15
Block 1010	172010008001010	32	19

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1011	172010008001011	0	0
Block 1012	172010008001012	145	142
Block 1013	172010008001013	9	9
Block 1014	172010008001014	8	5
Block 1020	172010008001020	21	16
Block 1021	172010008001021	13	11
Block 1029	172010008001029	25	15
Block 1030	172010008001030	0	0
Block 1031	172010008001031	44	28
Block 2004	172010008002004	104	73
Block 2005	172010008002005	48	40
Block 2008	172010008002008	73	63
Block 2009	172010008002009	144	88
Block 2010	172010008002010	88	56
Block 2011	172010008002011	36	27
Block 2012	172010008002012	40	27
Block 2013	172010008002013	44	21
Block 2015	172010008002015	93	69
Block 2016	172010008002016	52	35
Block 2017	172010008002017	34	31
Block 2018	172010008002018	24	14
Block 2019	172010008002019	47	28
Block 2020	172010008002020	25	20
Block 2022	172010008002022	81	68
Block 2023	172010008002023	4	2
Block 1000	172010011001000	1	0
Block 1003	172010011001003	34	32
Block 1004	172010011001004	43	23

In Wd 03 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1017	172010008001017	5	5
Block 1022	172010008001022	17	10
Block 1023	172010008001023	13	11
Block 1024	172010008001024	16	10
Block 1025	172010008001025	21	20
Block 1026	172010008001026	48	34
Block 1027	172010008001027	0	0
Block 1028	172010008001028	22	11
Block 1032	172010008001032	30	13

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1033	172010008001033	12	9
Block 1034	172010008001034	0	0
Block 1035	172010008001035	0	0
Block 1036	172010008001036	0	0
Block 1000	172010010001000	0	0
Block 1001	172010010001001	0	0
Block 1006	172010010001006	25	25
Block 1007	172010010001007	0	0
Block 1008	172010010001008	13	8
Block 1009	172010010001009	19	14
Block 1010	172010010001010	21	14
Block 1011	172010010001011	7	5
Block 1012	172010010001012	27	23
Block 1013	172010010001013	19	19
Block 1014	172010010001014	22	18
Block 1015	172010010001015	17	13
Block 1016	172010010001016	31	29
Block 1017	172010010001017	0	0
Block 1018	172010010001018	67	44
Block 1019	172010010001019	31	22
Block 1022	172010010001022	0	0
Block 1024	172010010001024	52	41
Block 1001	172010011001001	14	13
Block 1002	172010011001002	0	0
Block 1008	172010011001008	0	0
Block 1009	172010011001009	0	0
Block 1012	172010011001012	21	19
Block 1013	172010011001013	43	31
Block 1014	172010011001014	14	10
Block 1015	172010011001015	10	10
Block 1016	172010011001016	0	0
Block 1017	172010011001017	0	0
Block 1018	172010011001018	10	10
Block 1019	172010011001019	0	0
Block 1020	172010011001020	0	0
Block 1021	172010011001021	0	0
Block 1022	172010011001022	0	0
Block 1023	172010011001023	0	0
Block 1024	172010011001024	4	4

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 05		For District: 14	
Name	Geoid	Population	Voting Age Population
Block 1025	172010011001025	8	7
Block 1026	172010011001026	10	10
Block 1027	172010011001027	14	14
Block 1028	172010011001028	2	1
Block 1029	172010011001029	11	11
Block 1030	172010011001030	203	202
Block 1031	172010011001031	0	0
Block 1033	172010011001033	19	17
Block 1034	172010011001034	31	31
Block 1035	172010011001035	6	6
Block 1036	172010011001036	3	2
Block 1037	172010011001037	2	2
Block 1047	172010011001047	0	0
Block 2009	172010029002009	10	9
Block 2010	172010029002010	9	9
Block 2011	172010029002011	7	7
Block 2012	172010029002012	25	17
Block 2013	172010029002013	0	0
Block 2014	172010029002014	225	221
Block 2015	172010029002015	0	0
Block 2019	172010029002019	55	53
Block 2020	172010029002020	0	0
Block 2021	172010029002021	5	4
Block 2022	172010029002022	24	24

In Wd 05 Pct 05		For District: 14	
Name	Geoid	Population	Voting Age Population
Block 1002	172010010001002	0	0
Block 1003	172010010001003	0	0
Block 1004	172010010001004	20	18
Block 1005	172010010001005	52	44
Block 1020	172010010001020	53	47
Block 1021	172010010001021	8	7
Block 1023	172010010001023	61	41
Block 2000	172010010002000	29	16
Block 2001	172010010002001	38	29
Block 2002	172010010002002	123	93
Block 2003	172010010002003	0	0
Block 2004	172010010002004	0	0
Block 2005	172010010002005	35	19

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 2006	172010010002006	0	0
Block 2007	172010010002007	8	5
Block 2010	172010010002010	88	50
Block 2011	172010010002011	0	0
Block 2012	172010010002012	31	20
Block 2013	172010010002013	89	38
Block 3003	172010010003003	14	7
Block 3004	172010010003004	41	31
Block 3005	172010010003005	22	18
Block 3006	172010010003006	46	35
Block 3007	172010010003007	40	21
Block 3008	172010010003008	35	25
Block 3009	172010010003009	49	33
Block 3019	172010010003019	30	19
Block 3020	172010010003020	16	13
Block 3021	172010010003021	17	10
Block 3022	172010010003022	14	7
Block 3023	172010010003023	13	9
Block 3024	172010010003024	38	28
Block 3025	172010010003025	26	24
Block 3026	172010010003026	26	16
Block 3027	172010010003027	10	10
Block 3028	172010010003028	39	21

In Wd 11 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 2008	172010010002008	0	0
Block 2009	172010010002009	20	12
Block 2014	172010010002014	0	0
Block 3000	172010010003000	0	0
Block 3001	172010010003001	38	28
Block 3002	172010010003002	27	16
Block 3010	172010010003010	33	15
Block 3011	172010010003011	0	0
Block 3012	172010010003012	16	4
Block 3013	172010010003013	104	56
Block 3014	172010010003014	98	50
Block 3015	172010010003015	96	53
Block 3016	172010010003016	6	3
Block 3017	172010010003017	18	12

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 11 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 3018	172010010003018	52	29
Block 3029	172010010003029	95	51

In Wd 05 Pct 02

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1000	172010022001000	0	0
Block 1001	172010022001001	0	0
Block 1005	172010027001005	130	109
Block 1006	172010027001006	10	5
Block 1007	172010027001007	10	8
Block 1008	172010027001008	46	28
Block 1009	172010027001009	26	19
Block 1010	172010027001010	21	14
Block 1011	172010027001011	12	8
Block 1012	172010027001012	17	10
Block 1013	172010027001013	27	21
Block 1014	172010027001014	29	16
Block 1015	172010027001015	48	36
Block 1016	172010027001016	21	15
Block 1017	172010027001017	9	7
Block 1018	172010027001018	38	21
Block 1019	172010027001019	24	18
Block 1020	172010027001020	22	17
Block 1021	172010027001021	29	14
Block 1022	172010027001022	15	8
Block 1023	172010027001023	33	21
Block 1024	172010027001024	23	17
Block 2000	172010027002000	24	15
Block 2001	172010027002001	24	19
Block 2002	172010027002002	40	20
Block 2003	172010027002003	15	8
Block 2004	172010027002004	16	5
Block 2005	172010027002005	21	17
Block 2006	172010027002006	15	8
Block 2007	172010027002007	27	24
Block 2008	172010027002008	28	18
Block 2009	172010027002009	7	6
Block 2010	172010027002010	32	28
Block 2011	172010027002011	6	5
Block 2012	172010027002012	29	24

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 02

For District: 14

Name	Geoid	Population	Voting Age Population
Block 2013	172010027002013	9	3
Block 2014	172010027002014	14	7
Block 2015	172010027002015	33	21
Block 2016	172010027002016	5	5
Block 2018	172010027002018	24	19
Block 2019	172010027002019	18	11
Block 2020	172010027002020	47	31
Block 2021	172010027002021	10	10
Block 2022	172010027002022	27	21
Block 2023	172010027002023	0	0
Block 2024	172010027002024	16	10
Block 2025	172010027002025	43	31
Block 2026	172010027002026	24	24
Block 2027	172010027002027	36	24
Block 3009	172010027003009	45	30
Block 3010	172010027003010	40	33

In Wd 13 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1005	172010022001005	0	0
Block 3013	172010025003013	18	12
Block 3014	172010025003014	24	20
Block 3015	172010025003015	25	15
Block 3016	172010025003016	25	21
Block 3017	172010025003017	12	6
Block 3024	172010025003024	20	10
Block 3025	172010025003025	22	17
Block 3026	172010025003026	37	21
Block 3027	172010025003027	20	17
Block 3028	172010025003028	10	7
Block 3029	172010025003029	20	16
Block 3030	172010025003030	15	11
Block 3031	172010025003031	40	25
Block 3032	172010025003032	16	5
Block 3033	172010025003033	0	0
Block 3034	172010025003034	5	1
Block 3035	172010025003035	32	19
Block 3036	172010025003036	10	6
Block 3037	172010025003037	3	2
Block 3038	172010025003038	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 4010	172010025004010	20	10
Block 4011	172010025004011	11	11
Block 4012	172010025004012	21	18
Block 4018	172010025004018	15	12
Block 4019	172010025004019	6	6
Block 4020	172010025004020	2	2
Block 4021	172010025004021	19	12
Block 4022	172010025004022	22	14
Block 4023	172010025004023	17	11
Block 4024	172010025004024	16	9
Block 4025	172010025004025	15	15
Block 4026	172010025004026	19	16
Block 4027	172010025004027	14	8
Block 4028	172010025004028	4	4
Block 4029	172010025004029	9	6
Block 4030	172010025004030	8	7
Block 4031	172010025004031	15	6
Block 4032	172010025004032	19	11
Block 4033	172010025004033	23	15
Block 4034	172010025004034	10	6
Block 4035	172010025004035	6	3
Block 4036	172010025004036	0	0
Block 4037	172010025004037	29	22
Block 4038	172010025004038	17	6
Block 1000	172010026001000	162	125
Block 1001	172010026001001	42	15
Block 1002	172010026001002	42	29
Block 1003	172010026001003	7	3
Block 1004	172010026001004	16	10
Block 1012	172010026001012	22	12
Block 1013	172010026001013	30	24
Block 1014	172010026001014	20	15
Block 1015	172010026001015	5	5
Block 1016	172010026001016	16	9
Block 1017	172010026001017	17	13
Block 1018	172010026001018	21	16
Block 1019	172010026001019	23	20
Block 1022	172010026001022	18	11
Block 1023	172010026001023	5	4

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1024	172010026001024	8	4
Block 1025	172010026001025	8	4
Block 1026	172010026001026	20	14
Block 1027	172010026001027	24	22
Block 1028	172010026001028	11	8
Block 1029	172010026001029	75	46
Block 1030	172010026001030	29	24
Block 1031	172010026001031	0	0
Block 2000	172010026002000	0	0
Block 2001	172010026002001	12	10
Block 2002	172010026002002	5	5
Block 2013	172010026002013	599	590
Block 2014	172010026002014	17	12
Block 2015	172010026002015	17	12
Block 2016	172010026002016	73	73
Block 2017	172010026002017	1	1
Block 2018	172010026002018	11	5
Block 2019	172010026002019	3	2
Block 2020	172010026002020	0	0
Block 2021	172010026002021	0	0
Block 2022	172010026002022	4	1
Block 2023	172010026002023	0	0
Block 2024	172010026002024	2	2
Block 2031	172010026002031	20	20
Block 2032	172010026002032	5	3
Block 2033	172010026002033	4	4
Block 2034	172010026002034	11	3
Block 2035	172010026002035	4	3
Block 2036	172010026002036	11	10
Block 2037	172010026002037	12	6
Block 2038	172010026002038	1	1
Block 2039	172010026002039	9	8
Block 2040	172010026002040	0	0
Block 2041	172010026002041	8	8
Block 2042	172010026002042	5	3
Block 2043	172010026002043	3	2
Block 2044	172010026002044	0	0
Block 2045	172010026002045	22	8
Block 1000	172010027001000	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 05

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1001	172010027001001	4	1
Block 1002	172010027001002	9	9
Block 1003	172010027001003	0	0
Block 1004	172010027001004	0	0
Block 2006	172010029002006	0	0
Block 2007	172010029002007	15	10
Block 2008	172010029002008	0	0
Block 2016	172010029002016	0	0
Block 2017	172010029002017	0	0
Block 2018	172010029002018	19	18
Block 2023	172010029002023	0	0
Block 2024	172010029002024	6	6
Block 2025	172010029002025	0	0
Block 2026	172010029002026	0	0
Block 2027	172010029002027	0	0
Block 2028	172010029002028	4	4
Block 2029	172010029002029	0	0
Block 2030	172010029002030	0	0
Block 2031	172010029002031	22	22
Block 2032	172010029002032	4	4
Block 2033	172010029002033	5	4
Block 2036	172010029002036	0	0
Block 2037	172010029002037	5	4
Block 2044	172010029002044	0	0

In Wd 07 Pct 06

For District: 14

Name	Geoid	Population	Voting Age Population
Block 2000	172010023012000	27	17
Block 2001	172010023012001	25	19
Block 2002	172010023012002	34	26
Block 2012	172010023012012	44	34
Block 2013	172010023012013	33	27
Block 2014	172010023012014	67	45
Block 3000	172010032003000	12	10
Block 3001	172010032003001	48	30
Block 4000	172010032004000	69	58
Block 4001	172010032004001	15	8
Block 4002	172010032004002	225	132
Block 4003	172010032004003	48	39
Block 4004	172010032004004	180	121

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 07 Pct 06

For District: 14

Name	Geoid	Population	Voting Age Population
Block 4005	172010032004005	61	48
Block 4006	172010032004006	46	38
Block 4013	172010032004013	23	20
Block 4014	172010032004014	31	29
Block 4015	172010032004015	23	13
Block 4022	172010032004022	19	16

In Wd 13 Pct 02

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1000	172010025001000	49	34
Block 1001	172010025001001	44	21
Block 1002	172010025001002	57	30
Block 1003	172010025001003	23	14
Block 1004	172010025001004	35	28
Block 1005	172010025001005	26	18
Block 1006	172010025001006	38	30
Block 1007	172010025001007	25	21
Block 1008	172010025001008	49	28
Block 1009	172010025001009	29	10
Block 1010	172010025001010	48	27
Block 1011	172010025001011	42	24
Block 1012	172010025001012	16	13
Block 1013	172010025001013	48	33
Block 1014	172010025001014	20	14
Block 1015	172010025001015	30	23
Block 1016	172010025001016	29	17
Block 1017	172010025001017	5	3
Block 1018	172010025001018	51	31
Block 1019	172010025001019	30	24
Block 1020	172010025001020	31	20
Block 1021	172010025001021	31	27
Block 1022	172010025001022	40	25
Block 1023	172010025001023	35	24
Block 1024	172010025001024	22	18

In Wd 13 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1025	172010025001025	28	17
Block 1026	172010025001026	4	2
Block 1027	172010025001027	16	15
Block 1028	172010025001028	15	10

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1029	172010025001029	0	0
Block 2022	172010025002022	10	3
Block 2023	172010025002023	13	6
Block 2025	172010025002025	3	2
Block 2026	172010025002026	15	12
Block 2027	172010025002027	13	13
Block 2028	172010025002028	3	2
Block 3000	172010025003000	0	0
Block 3001	172010025003001	0	0
Block 3002	172010025003002	0	0
Block 3003	172010025003003	0	0
Block 3004	172010025003004	0	0
Block 3005	172010025003005	13	13
Block 3006	172010025003006	7	1
Block 3007	172010025003007	0	0
Block 3008	172010025003008	21	20
Block 3009	172010025003009	7	4
Block 3010	172010025003010	10	7
Block 3011	172010025003011	13	10
Block 3012	172010025003012	26	17
Block 3018	172010025003018	30	20
Block 3019	172010025003019	6	5
Block 3020	172010025003020	26	21
Block 3021	172010025003021	11	8
Block 3022	172010025003022	24	14
Block 3023	172010025003023	15	11
Block 4000	172010025004000	10	7
Block 4001	172010025004001	10	8
Block 4002	172010025004002	0	0
Block 4003	172010025004003	0	0
Block 4004	172010025004004	20	19
Block 4005	172010025004005	10	7
Block 4006	172010025004006	9	7
Block 4007	172010025004007	22	16
Block 4008	172010025004008	4	2
Block 4009	172010025004009	22	15
Block 4013	172010025004013	13	11
Block 4014	172010025004014	24	13
Block 4015	172010025004015	15	15

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 4016	172010025004016	17	15
Block 4017	172010025004017	7	2
Block 1005	172010026001005	3	2
Block 1006	172010026001006	26	15
Block 1007	172010026001007	18	13
Block 1008	172010026001008	12	6
Block 1009	172010026001009	0	0
Block 1010	172010026001010	20	13
Block 1011	172010026001011	35	21
Block 1020	172010026001020	17	7
Block 1021	172010026001021	94	53
Block 2003	172010026002003	21	20
Block 2004	172010026002004	0	0
Block 2005	172010026002005	0	0
Block 2006	172010026002006	7	6
Block 2007	172010026002007	4	2
Block 2008	172010026002008	8	3
Block 2009	172010026002009	9	6
Block 2010	172010026002010	7	4
Block 2011	172010026002011	0	0
Block 2012	172010026002012	0	0
Block 2025	172010026002025	6	5
Block 2026	172010026002026	6	4
Block 2027	172010026002027	4	1
Block 2028	172010026002028	8	8
Block 2029	172010026002029	32	14
Block 2030	172010026002030	12	12
Block 3000	172010026003000	12	4
Block 3001	172010026003001	21	19
Block 3006	172010026003006	13	8
Block 3007	172010026003007	11	6
Block 3008	172010026003008	9	8
Block 3009	172010026003009	78	52
Block 3011	172010026003011	18	8
Block 4000	172010026004000	0	0
Block 4001	172010026004001	9	7
Block 4002	172010026004002	18	13
Block 4003	172010026004003	129	53
Block 4004	172010026004004	6	5

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 03

For District: 14

Name	Geoid	Population	Voting Age Population
Block 4005	172010026004005	0	0
Block 4006	172010026004006	1	0
Block 4007	172010026004007	388	164

In Wd 13 Pct 04

For District: 14

Name	Geoid	Population	Voting Age Population
Block 2000	172010025002000	46	31
Block 2001	172010025002001	32	23
Block 2002	172010025002002	37	32
Block 2003	172010025002003	61	44
Block 2004	172010025002004	45	27
Block 2005	172010025002005	25	22
Block 2006	172010025002006	25	13
Block 2007	172010025002007	6	3
Block 2008	172010025002008	39	21
Block 2009	172010025002009	27	21
Block 2010	172010025002010	13	7
Block 2011	172010025002011	30	14
Block 2012	172010025002012	28	18
Block 2013	172010025002013	26	13
Block 2014	172010025002014	12	11
Block 2015	172010025002015	21	7
Block 2016	172010025002016	15	12
Block 2017	172010025002017	15	12
Block 2018	172010025002018	7	4
Block 2019	172010025002019	14	14
Block 2020	172010025002020	20	8
Block 2021	172010025002021	14	13
Block 2024	172010025002024	12	5
Block 3002	172010026003002	37	21
Block 3003	172010026003003	40	36
Block 3004	172010026003004	13	8
Block 3005	172010026003005	51	33
Block 3010	172010026003010	53	37
Block 1007	172010032001007	17	14
Block 1008	172010032001008	16	5
Block 1011	172010032001011	56	29
Block 1012	172010032001012	74	45
Block 1013	172010032001013	31	20
Block 1014	172010032001014	37	22

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 04

For District: 14

Name	Geoid	Population	Voting Age Population
Block 1015	172010032001015	110	72
Block 1016	172010032001016	71	52
Block 1017	172010032001017	20	19

In Rockford 4

For District: 14

Name	Geoid	Population	Voting Age Population
Block 3039	172010025003039	0	0

**For District: 15** Population: 14,227 Ideal: 640,625 Deviation: -97.78 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 15

Name	Geoid	Population	Voting Age Population
Wd 08 Pct 01	17201000801	2042	1510
Wd 08 Pct 02	17201000802	1784	1264
Wd 14 Pct 06	17201001406	1748	1302
Rockford 12		1144	891

In Unknown Geography

For District: 15

Name	Geoid	Population	Voting Age Population
Wd 14 Pct 03	17201001403	1765	1396

## Geography Layer: Blocks

In Winnebago County

In Wd 10 Pct 03

For District: 15

Name	Geoid	Population	Voting Age Population
Block 1004	172010005011004	14	8
Block 1005	172010005011005	23	20
Block 1008	172010005011008	37	29
Block 1009	172010005011009	10	10
Block 1010	172010005011010	13	6
Block 1011	172010005011011	3	1
Block 1012	172010005011012	0	0
Block 1023	172010005011023	34	24
Block 1024	172010005011024	47	43
Block 1025	172010005011025	30	25
Block 1026	172010005011026	25	22
Block 1027	172010005011027	21	15
Block 1033	172010005011033	5	3
Block 1034	172010005011034	9	9
Block 3018	172010005023018	0	0
Block 3000	172010015003000	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

### In Winnebago County

In Wd 14 Pct 02

For District: 15

Name	Geoid	Population	Voting Age Population
Block 2000	172010005012000	196	169
Block 2001	172010005012001	31	26
Block 2002	172010005012002	157	132
Block 2004	172010005012004	40	27
Block 2005	172010005012005	30	24

In Rockford 26

For District: 15

Name	Geoid	Population	Voting Age Population
Block 2011	172010005012011	23	17

In Wd 14 Pct 01

For District: 15

Name	Geoid	Population	Voting Age Population
Block 4009	172010005014009	0	0
Block 4010	172010005014010	137	111
Block 4011	172010005014011	164	98
Block 4018	172010005014018	0	0
Block 1000	172010037081000	10	4
Block 1001	172010037081001	0	0
Block 1002	172010037081002	0	0
Block 1003	172010037081003	0	0
Block 1004	172010037081004	0	0
Block 1005	172010037081005	0	0
Block 1006	172010037081006	48	40
Block 1015	172010037081015	0	0
Block 1016	172010037081016	209	162
Block 1020	172010037081020	63	47
Block 1025	172010037081025	0	0
Block 1026	172010037081026	0	0
Block 1027	172010037081027	11	11
Block 1028	172010037081028	13	6
Block 1030	172010037081030	0	0
Block 1031	172010037081031	0	0
Block 1032	172010037081032	0	0
Block 1033	172010037081033	0	0
Block 1034	172010037081034	0	0
Block 1036	172010037081036	0	0
Block 1038	172010037081038	0	0
Block 1039	172010037081039	0	0
Block 1040	172010037081040	31	21
Block 1041	172010037081041	20	14
Block 1042	172010037081042	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 14 Pct 01		For District: 15	
Name	Geoid	Population	Voting Age Population
Block 1043	172010037081043	0	0
Block 2002	172010037092002	0	0
Block 2003	172010037092003	0	0
Block 2004	172010037092004	0	0
Block 2005	172010037092005	0	0
Block 2006	172010037092006	0	0
Block 2011	172010037092011	0	0
Block 2012	172010037092012	0	0
Block 2013	172010037092013	0	0
Block 2014	172010037092014	84	53
Block 2015	172010037092015	107	68
Block 2016	172010037092016	108	67
Block 2017	172010037092017	165	115
Block 2018	172010037092018	118	85
Block 2019	172010037092019	99	80
Block 2020	172010037092020	111	68
Block 2021	172010037092021	95	79
Block 1010	172010037101010	172	107
In Wd 08 Pct 04		For District: 15	
Name	Geoid	Population	Voting Age Population
Block 3001	172010015003001	0	0
Block 3002	172010015003002	0	0
Block 3003	172010015003003	112	76
Block 3004	172010015003004	107	85
Block 3005	172010015003005	103	74
Block 3006	172010015003006	47	36
Block 6001	172010016006001	61	53
Block 6002	172010016006002	56	41
In Wd 08 Pct 06		For District: 15	
Name	Geoid	Population	Voting Age Population
Block 1007	172010037081007	13	7
Block 1018	172010037081018	41	26
Block 1019	172010037081019	128	106
Block 1021	172010037081021	27	23
Block 1044	172010037081044	400	263
Block 1046	172010037081046	52	23
Block 3000	172010037083000	109	72
Block 3001	172010037083001	144	99
Block 3002	172010037083002	111	76

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

### In Winnebago County

In Wd 08 Pct 06				For District: 15
Name	Geoid	Population	Voting Age Population	
Block 3003	172010037083003	31	18	
Block 3004	172010037083004	255	181	
Block 1000	172010037091000	0	0	
Block 1001	172010037091001	0	0	
Block 1004	172010037091004	24	23	
Block 1005	172010037091005	276	206	
Block 1008	172010037091008	272	169	
In Cherry Valley 6				For District: 15
Name	Geoid	Population	Voting Age Population	
Block 1008	172010037081008	0	0	
Block 1017	172010037081017	37	29	
Block 1011	172010037091011	0	0	
In Cherry Valley 3				For District: 15
Name	Geoid	Population	Voting Age Population	
Block 1029	172010037081029	13	10	
Block 1035	172010037081035	0	0	
Block 1004	172010037101004	76	46	
Block 1005	172010037101005	58	33	
Block 1007	172010037101007	44	27	
Block 1013	172010037101013	36	28	
Block 1017	172010037101017	41	38	
Block 1018	172010037101018	67	49	
Block 1019	172010037101019	31	24	
Block 1020	172010037101020	34	28	
In Cherry Valley 2				For District: 15
Name	Geoid	Population	Voting Age Population	
Block 1037	172010037081037	0	0	
In Wd 08 Pct 05				For District: 15
Name	Geoid	Population	Voting Age Population	
Block 1002	172010037091002	0	0	
Block 1003	172010037091003	0	0	
Block 1006	172010037091006	47	39	
Block 1007	172010037091007	75	45	
Block 1009	172010037091009	80	68	
Block 1010	172010037091010	72	59	
Block 1012	172010037091012	79	63	
Block 1013	172010037091013	72	42	

**For District: 16**    Population: 14,257    Ideal: 640,625    Deviation: -97.77 %

# Autobound EDGE - Bill Language Report



## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 16

Name	Geoid	Population	Voting Age Population
Wd 01 Pct 03	17201000103	1293	1066
Rockford 5		868	732
Rockford 14		1653	1304

## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 01

For District: 16

Name	Geoid	Population	Voting Age Population
Block 1000	172010004011000	19	15
Block 1001	172010004011001	40	26
Block 1006	172010004011006	31	26
Block 1007	172010004011007	16	14
Block 1008	172010004011008	46	29
Block 1009	172010004011009	40	33
Block 1014	172010004011014	16	16
Block 1015	172010004011015	75	55
Block 1016	172010004011016	40	40
Block 1000	172010004021000	15	6
Block 1001	172010004021001	35	33
Block 1002	172010004021002	20	17
Block 1007	172010004021007	195	158
Block 1009	172010004021009	11	8
Block 1010	172010004021010	17	6
Block 1011	172010004021011	9	5
Block 2007	172010004022007	41	36
Block 2010	172010004022010	5	4
Block 2015	172010004022015	9	7
Block 2025	172010004022025	11	6
Block 2027	172010004022027	16	10
Block 2028	172010004022028	12	6
Block 3004	172010004023004	77	66
Block 3005	172010004023005	50	40
Block 3006	172010004023006	30	18
Block 3007	172010004023007	34	28
Block 3008	172010004023008	28	24
Block 3011	172010004023011	4	4
Block 3013	172010004023013	9	1
Block 3018	172010004023018	26	26
Block 3019	172010004023019	36	27
Block 3020	172010004023020	25	19

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 01		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 3029	172010004023029	17	10
Block 3054	172010004033054	5	3
In Wd 03 Pct 02		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 1003	172010004021003	99	91
Block 1004	172010004021004	171	143
Block 1005	172010004021005	52	52
Block 1006	172010004021006	39	27
In Wd 12 Pct 06		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 2000	172010004022000	0	0
Block 3002	172010004033002	428	374
Block 3006	172010004033006	62	50
Block 3008	172010004033008	0	0
Block 3018	172010004033018	45	41
Block 3020	172010004033020	14	9
Block 3021	172010004033021	21	20
Block 3024	172010004033024	54	43
Block 3025	172010004033025	24	19
Block 3026	172010004033026	28	24
Block 3027	172010004033027	46	40
Block 3028	172010004033028	28	13
Block 3029	172010004033029	291	244
Block 3030	172010004033030	41	37
Block 3048	172010004033048	0	0
Block 3052	172010004033052	23	22
Block 3053	172010004033053	21	16
Block 3055	172010004033055	29	16
Block 3056	172010004033056	27	24
Block 1004	172010005061004	0	0
In Wd 02 Pct 04		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 2019	172010004022019	3	2
Block 2021	172010004022021	16	14
Block 3000	172010004023000	285	261
Block 3002	172010004023002	32	23
Block 3003	172010004023003	82	63
Block 3021	172010004023021	156	122
Block 3022	172010004023022	45	33

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 04		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 3023	172010004023023	22	16
Block 3024	172010004023024	25	23
Block 3025	172010004023025	21	16
Block 3026	172010004023026	22	14
Block 3027	172010004023027	94	76
Block 3028	172010004023028	27	18
Block 1018	172010005061018	0	0
Block 1019	172010005061019	0	0
Block 1022	172010005061022	0	0
Block 5009	172010005065009	4	3
Block 2000	172010006002000	37	26
Block 2001	172010006002001	44	29
Block 2002	172010006002002	41	35
In Wd 12 Pct 07		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 3003	172010004033003	44	34
Block 3005	172010004033005	70	39
Block 3011	172010004033011	67	46
Block 3022	172010004033022	58	46
Block 3045	172010004033045	7	6
Block 3062	172010004033062	38	35
In Rockford 54		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 3009	172010004033009	0	0
In Wd 01 Pct 02		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 1000	172010005061000	52	43
Block 1012	172010005061012	12	3
Block 2000	172010005062000	126	100
Block 2003	172010005062003	78	58
Block 2004	172010005062004	54	50
Block 2005	172010005062005	65	53
Block 2006	172010005062006	146	112
Block 2007	172010005062007	58	42
Block 2008	172010005062008	76	56
Block 2009	172010005062009	63	39
Block 3000	172010005063000	78	55
Block 3001	172010005063001	33	24
Block 3002	172010005063002	71	50

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 01 Pct 02		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 3003	172010005063003	57	44
Block 3004	172010005063004	70	58
Block 4005	172010005064005	21	21
Block 4006	172010005064006	105	90
Block 4008	172010005064008	62	57
In Rockford 15		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 1001	172010005061001	37	28
Block 1002	172010005061002	43	43
Block 1003	172010005061003	26	18
Block 1005	172010005061005	0	0
Block 1006	172010005061006	38	31
Block 1007	172010005061007	37	36
Block 1008	172010005061008	66	55
Block 1009	172010005061009	63	48
Block 1010	172010005061010	36	24
Block 1011	172010005061011	61	39
Block 1013	172010005061013	96	68
Block 1014	172010005061014	82	60
Block 1015	172010005061015	101	85
Block 1016	172010005061016	0	0
Block 1017	172010005061017	0	0
Block 1020	172010005061020	56	40
Block 1021	172010005061021	46	36
Block 2001	172010005062001	19	13
Block 2002	172010005062002	13	7
Block 2010	172010005062010	30	21
Block 3009	172010005063009	28	21
Block 5001	172010005065001	36	25
Block 5002	172010005065002	86	63
In Wd 01 Pct 01		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 3005	172010005063005	145	110
Block 3006	172010005063006	34	30
Block 3007	172010005063007	32	30
Block 3008	172010005063008	184	140
Block 3010	172010005063010	43	30
Block 4001	172010005064001	0	0
Block 4002	172010005064002	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 01 Pct 01

For District: 16

Name	Geoid	Population	Voting Age Population
Block 4003	172010005064003	158	138
Block 4004	172010005064004	21	18
Block 4007	172010005064007	27	21
Block 4009	172010005064009	51	35
Block 4010	172010005064010	126	109
Block 4011	172010005064011	45	29
Block 4013	172010005064013	0	0
Block 2000	172010005072000	0	0
Block 2002	172010005072002	59	58
Block 2004	172010005072004	80	71
Block 2005	172010005072005	0	0
Block 2006	172010005072006	19	10
Block 3001	172010005073001	27	21
Block 1021	172010005111021	88	77
Block 1022	172010005111022	57	47

In Rockford 33

For District: 16

Name	Geoid	Population	Voting Age Population
Block 3011	172010005063011	39	29
Block 4012	172010005064012	0	0
Block 4014	172010005064014	16	12
Block 4015	172010005064015	71	54
Block 4016	172010005064016	70	52
Block 4017	172010005064017	12	11
Block 2001	172010005072001	96	72
Block 2003	172010005072003	73	54
Block 2023	172010005072023	53	51
Block 3002	172010005073002	51	36

In Wd 04 Pct 06

For District: 16

Name	Geoid	Population	Voting Age Population
Block 4000	172010005064000	0	0
Block 1000	172010005161000	0	0
Block 1001	172010005161001	22	16
Block 1002	172010005161002	64	58
Block 1003	172010005161003	139	130
Block 1004	172010005161004	0	0
Block 1005	172010005161005	42	41
Block 1006	172010005161006	105	74
Block 1007	172010005161007	29	26
Block 1008	172010005161008	60	44

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 04 Pct 06		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 1009	172010005161009	115	102
Block 1019	172010005161019	57	45
Block 1020	172010005161020	62	50
Block 1021	172010005161021	26	23
Block 1022	172010005161022	92	89
In Wd 10 Pct 07		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 4018	172010005064018	60	50
Block 4019	172010005064019	61	46
Block 4020	172010005064020	41	30
Block 4021	172010005064021	53	44
Block 4022	172010005064022	37	29
Block 5000	172010005065000	22	13
Block 5003	172010005065003	69	54
Block 5015	172010005065015	0	0
Block 5016	172010005065016	0	0
Block 1013	172010005071013	0	0
Block 1015	172010005071015	0	0
Block 1025	172010005071025	0	0
In Wd 10 Pct 04		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 1016	172010005071016	0	0
Block 1017	172010005071017	0	0
Block 2009	172010006002009	78	68
Block 2010	172010006002010	57	44
Block 2011	172010006002011	213	164
Block 2012	172010006002012	68	55
Block 2014	172010006002014	88	71
Block 2015	172010006002015	339	253
Block 2016	172010006002016	69	52
Block 2017	172010006002017	45	26
Block 2018	172010006002018	17	7
Block 2019	172010006002019	0	0
Block 2020	172010006002020	0	0
Block 3018	172010006003018	0	0
In Wd 01 Pct 04		For District: 16	
Name	Geoid	Population	Voting Age Population
Block 1002	172010005111002	0	0
Block 1003	172010005111003	0	0

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 01 Pct 04

For District: 16

Name	Geoid	Population	Voting Age Population
Block 1004	172010005111004	0	0
Block 1005	172010005111005	0	0
Block 1006	172010005111006	33	17
Block 1007	172010005111007	341	278
Block 1008	172010005111008	76	55
Block 1023	172010005111023	32	21

In Wd 10 Pct 05

For District: 16

Name	Geoid	Population	Voting Age Population
Block 3017	172010006003017	63	62
Block 3019	172010006003019	21	21

**For District: 17** Population: 14,301 Ideal: 640,625 Deviation: -97.77 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 17

Name	Geoid	Population	Voting Age Population
Wd 04 Pct 01	17201000401	1428	1175
Wd 04 Pct 04	17201000404	1360	1106
Rockford 51		1122	863
Rockford 52		1625	1312
Rockford 55		941	753

## Geography Layer: Blocks

In Winnebago County

In Harlem 10

For District: 17

Name	Geoid	Population	Voting Age Population
Block 1001	172010001041001	180	139
Block 1002	172010001041002	52	38
Block 1003	172010001041003	42	31

In Harlem 2

For District: 17

Name	Geoid	Population	Voting Age Population
Block 1004	172010001041004	122	96
Block 1005	172010001041005	78	54
Block 1006	172010001041006	46	21
Block 2000	172010001042000	83	61
Block 2001	172010001042001	82	70
Block 2002	172010001042002	178	142
Block 2003	172010001042003	114	83
Block 2004	172010001042004	86	59
Block 2005	172010001042005	65	58

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

### In Winnebago County

In Harlem 2				For District: 17
Name	Geoid	Population	Voting Age Population	
Block 2006	172010001042006	91	61	
Block 2007	172010001042007	166	125	
Block 2008	172010001042008	138	102	
Block 2009	172010001042009	114	91	
Block 2010	172010001042010	91	78	
Block 3003	172010001043003	131	96	
Block 3004	172010001043004	48	39	
Block 3005	172010001043005	114	85	
Block 3007	172010001043007	34	24	
In Harlem 9				For District: 17
Name	Geoid	Population	Voting Age Population	
Block 3016	172010001053016	21	8	
In Harlem 11				For District: 17
Name	Geoid	Population	Voting Age Population	
Block 3023	172010001053023	0	0	
Block 3024	172010001053024	0	0	
In Rockford 56				For District: 17
Name	Geoid	Population	Voting Age Population	
Block 3003	172010002003003	0	0	
Block 3004	172010002003004	89	72	
Block 3005	172010002003005	10	10	
Block 3006	172010002003006	24	18	
Block 3007	172010002003007	33	27	
Block 3008	172010002003008	31	28	
Block 3009	172010002003009	0	0	
Block 3010	172010002003010	0	0	
Block 3011	172010002003011	0	0	
Block 3012	172010002003012	0	0	
Block 3013	172010002003013	212	171	
Block 3014	172010002003014	27	21	
Block 3015	172010002003015	24	23	
Block 3016	172010002003016	31	22	
Block 3017	172010002003017	13	10	
Block 3018	172010002003018	22	21	
Block 3019	172010002003019	31	29	
Block 3020	172010002003020	33	29	
Block 3021	172010002003021	36	25	
Block 3025	172010002003025	130	109	
Block 3028	172010002003028	0	0	

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 56		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 3029	172010002003029	23	22
Block 3030	172010002003030	32	28
Block 3031	172010002003031	37	28
Block 3032	172010002003032	40	33
Block 3038	172010002003038	31	22
Block 3039	172010002003039	38	29
Block 3040	172010002003040	43	32
Block 3041	172010002003041	0	0
Block 1000	172010003001000	0	0
Block 1001	172010003001001	59	46
Block 1002	172010003001002	0	0
Block 1003	172010003001003	24	24
Block 1004	172010003001004	101	75
Block 1014	172010003001014	105	84
Block 1015	172010003001015	57	49
Block 1016	172010003001016	41	30
Block 1017	172010003001017	57	31
Block 1018	172010003001018	43	33
Block 1019	172010003001019	37	23
Block 1027	172010003001027	45	31
Block 1028	172010003001028	57	42
Block 2000	172010003002000	0	0
In Rockford 54		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 2001	172010003002001	0	0
Block 2002	172010003002002	0	0
Block 2003	172010003002003	96	84
Block 2004	172010003002004	15	13
Block 2005	172010003002005	16	16
Block 2006	172010003002006	37	36
Block 2007	172010003002007	10	9
Block 2008	172010003002008	28	16
Block 2009	172010003002009	49	39
Block 2010	172010003002010	12	12
Block 2011	172010003002011	112	89
Block 2012	172010003002012	0	0
Block 2013	172010003002013	0	0
Block 2014	172010003002014	0	0
Block 2015	172010003002015	56	44

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 54

For District: 17

Name	Geoid	Population	Voting Age Population
Block 2016	172010003002016	53	45
Block 2017	172010003002017	46	37
Block 2018	172010003002018	92	70
Block 2019	172010003002019	0	0
Block 2020	172010003002020	0	0
Block 2021	172010003002021	0	0
Block 2022	172010003002022	0	0
Block 2023	172010003002023	0	0
Block 2024	172010003002024	0	0
Block 2025	172010003002025	48	33
Block 2026	172010003002026	31	26
Block 2027	172010003002027	32	31
Block 2028	172010003002028	5	2
Block 2029	172010003002029	0	0
Block 2030	172010003002030	0	0
Block 3001	172010003003001	8	8
Block 3002	172010003003002	25	23
Block 3003	172010003003003	18	18
Block 3004	172010003003004	12	8
Block 3005	172010003003005	38	28
Block 3006	172010003003006	30	27
Block 3007	172010003003007	36	23
Block 3008	172010003003008	9	5
Block 3009	172010003003009	2	1
Block 3010	172010003003010	12	11
Block 3011	172010003003011	19	16
Block 3012	172010003003012	23	23
Block 3013	172010003003013	42	34
Block 3014	172010003003014	48	36
Block 3015	172010003003015	11	10
Block 3016	172010003003016	38	33
Block 3017	172010003003017	53	36
Block 3018	172010003003018	29	22
Block 3019	172010003003019	25	17
Block 3020	172010003003020	4	3
Block 3021	172010003003021	51	41
Block 4003	172010003004003	108	86
Block 4004	172010003004004	221	166
Block 4005	172010003004005	29	27

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 54

For District: 17

Name	Geoid	Population	Voting Age Population
Block 4006	172010003004006	0	0
Block 4007	172010003004007	0	0
Block 4011	172010003004011	0	0
Block 2007	172010004032007	7	7
Block 3014	172010004033014	0	0
Block 3016	172010004033016	8	7
Block 3031	172010004033031	0	0
Block 3034	172010004033034	3	2
Block 3035	172010004033035	16	12
Block 3037	172010004033037	4	4
Block 3058	172010004033058	17	13
Block 3059	172010004033059	0	0
Block 3060	172010004033060	0	0

In Wd 12 Pct 02

For District: 17

Name	Geoid	Population	Voting Age Population
Block 4009	172010003004009	0	0
Block 4010	172010003004010	0	0

In Wd 12 Pct 07

For District: 17

Name	Geoid	Population	Voting Age Population
Block 2006	172010004032006	192	103
Block 2008	172010004032008	91	55
Block 2009	172010004032009	84	54
Block 2011	172010004032011	113	86
Block 2013	172010004032013	116	84
Block 2014	172010004032014	84	62
Block 2015	172010004032015	41	35
Block 2016	172010004032016	44	33
Block 3000	172010004033000	69	61
Block 3001	172010004033001	34	23
Block 3004	172010004033004	47	47
Block 3007	172010004033007	14	11
Block 3010	172010004033010	38	31
Block 3012	172010004033012	52	40
Block 3013	172010004033013	150	119
Block 3015	172010004033015	14	8
Block 3017	172010004033017	35	25
Block 3023	172010004033023	59	42
Block 3036	172010004033036	15	9
Block 3038	172010004033038	25	22

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

### In Winnebago County

In Wd 12 Pct 07		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 3039	172010004033039	60	46
Block 3040	172010004033040	46	40
Block 3041	172010004033041	11	5
Block 3061	172010004033061	24	12
In Wd 12 Pct 06		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 3032	172010004033032	0	0
Block 3033	172010004033033	39	36
Block 3042	172010004033042	21	15
Block 3043	172010004033043	12	9
Block 3044	172010004033044	0	0
Block 3046	172010004033046	28	21
Block 3047	172010004033047	0	0
Block 2019	172010005162019	0	0
In Wd 04 Pct 02		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 1002	172010005151002	247	212
Block 1003	172010005151003	78	68
In Wd 04 Pct 06		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 1010	172010005161010	56	46
Block 1011	172010005161011	173	139
Block 2012	172010005162012	52	32
Block 2014	172010005162014	58	43
In Rockford 15		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 1012	172010005161012	0	0
Block 1013	172010005161013	59	49
Block 1014	172010005161014	4	4
Block 1015	172010005161015	59	51
Block 1016	172010005161016	61	49
Block 2013	172010005162013	13	8
Block 2018	172010005162018	1	1
Block 2020	172010005162020	0	0
Block 2021	172010005162021	0	0
In Wd 01 Pct 02		For District: 17	
Name	Geoid	Population	Voting Age Population
Block 1017	172010005161017	18	10
Block 1018	172010005161018	12	8

# Autobound EDGE - Bill Language Report



**For District: 18** Population: 14,278 Ideal: 640,625 Deviation: -97.77 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township		For District: 18	
Name	Geoid	Population	Voting Age Population
Wd 05 Pct 01	17201000501	1527	1142
Wd 06 Pct 05	17201000605	2000	1497

## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 04		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 1000	172010020001000	0	0

In Wd 06 Pct 01		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 2005	172010020002005	49	34
Block 2008	172010020002008	61	52
Block 2009	172010020002009	24	19
Block 2010	172010020002010	48	23
Block 2011	172010020002011	39	29
Block 2012	172010020002012	49	36
Block 2021	172010020002021	51	31
Block 2022	172010020002022	34	28
Block 2023	172010020002023	23	18
Block 2024	172010020002024	21	11
Block 2030	172010020002030	0	0
Block 2031	172010020002031	11	9
Block 2032	172010020002032	11	8
Block 3010	172010020003010	59	34
Block 3011	172010020003011	16	13
Block 3012	172010020003012	26	18
Block 3015	172010020003015	19	18
Block 3018	172010020003018	23	20
Block 3019	172010020003019	9	7
Block 3020	172010020003020	0	0
Block 3021	172010020003021	0	0

In Wd 06 Pct 02		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 2013	172010020002013	32	24
Block 2014	172010020002014	27	23
Block 2015	172010020002015	55	38
Block 2016	172010020002016	42	35
Block 2017	172010020002017	9	9

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 06 Pct 02		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 2018	172010020002018	2	2
Block 2019	172010020002019	24	19
Block 2020	172010020002020	59	54
Block 2025	172010020002025	44	37
Block 2026	172010020002026	61	57
Block 2027	172010020002027	18	15
Block 2028	172010020002028	67	49
Block 2029	172010020002029	0	0
Block 2033	172010020002033	12	9
Block 2034	172010020002034	0	0
In Wd 11 Pct 01		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 1000	172010021001000	72	49
Block 1001	172010021001001	36	20
Block 1002	172010021001002	67	43
Block 1031	172010021001031	0	0
Block 1032	172010021001032	0	0
Block 1034	172010021001034	0	0
Block 1035	172010021001035	0	0
Block 1036	172010021001036	37	22
Block 1038	172010021001038	0	0
Block 1039	172010021001039	17	12
In Wd 05 Pct 03		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 1003	172010021001003	13	10
Block 1004	172010021001004	0	0
Block 1005	172010021001005	128	108
Block 1006	172010021001006	0	0
Block 1007	172010021001007	81	56
Block 1008	172010021001008	0	0
Block 1009	172010021001009	0	0
Block 1010	172010021001010	0	0
Block 1011	172010021001011	316	170
Block 1014	172010021001014	0	0
Block 1018	172010021001018	35	18
Block 1019	172010021001019	9	8
Block 1027	172010021001027	0	0
Block 1029	172010021001029	256	135
Block 1030	172010021001030	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 03

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1033	172010021001033	24	12
Block 1037	172010021001037	0	0
Block 1040	172010021001040	0	0
Block 1041	172010021001041	8	6
Block 1042	172010021001042	22	12
Block 2000	172010022002000	62	35
Block 2001	172010022002001	87	66
Block 2002	172010022002002	44	26
Block 2003	172010022002003	11	8
Block 2005	172010022002005	6	6
Block 2007	172010022002007	23	18
Block 2009	172010022002009	7	2
Block 2010	172010022002010	23	16
Block 2014	172010022002014	7	7
Block 2030	172010022002030	30	15
Block 2033	172010022002033	57	48
Block 2034	172010022002034	0	0
Block 2035	172010022002035	102	74
Block 2036	172010022002036	0	0
Block 2037	172010022002037	19	12
Block 2038	172010022002038	0	0
Block 2042	172010022002042	0	0
Block 2043	172010022002043	0	0
Block 2044	172010022002044	34	32
Block 2045	172010022002045	0	0
Block 2046	172010022002046	78	56
Block 2047	172010022002047	45	38
Block 2048	172010022002048	18	16
Block 2049	172010022002049	45	25
Block 2051	172010022002051	0	0
Block 2052	172010022002052	0	0
Block 2053	172010022002053	12	9
Block 2054	172010022002054	0	0
Block 2055	172010022002055	0	0
Block 2056	172010022002056	0	0
Block 2057	172010022002057	0	0
Block 2065	172010022002065	0	0
Block 2066	172010022002066	0	0
Block 2068	172010022002068	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 03

For District: 18

Name	Geoid	Population	Voting Age Population
Block 2069	172010022002069	13	10
Block 2070	172010022002070	6	6
Block 2071	172010022002071	0	0
Block 2078	172010022002078	0	0
Block 2079	172010022002079	0	0
Block 2089	172010022002089	0	0
Block 2091	172010022002091	0	0
Block 2092	172010022002092	36	18
Block 2093	172010022002093	0	0
Block 2094	172010022002094	0	0
Block 2095	172010022002095	13	10
Block 2098	172010022002098	38	29
Block 2099	172010022002099	28	19
Block 2102	172010022002102	41	40
Block 2103	172010022002103	39	27
Block 2104	172010022002104	0	0
Block 2105	172010022002105	0	0

In Wd 05 Pct 02

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1002	172010022001002	8	6
Block 2017	172010027002017	16	8
Block 3000	172010027003000	23	21
Block 3001	172010027003001	30	25
Block 3002	172010027003002	18	16
Block 3003	172010027003003	9	6
Block 3004	172010027003004	32	19
Block 3005	172010027003005	8	7
Block 3006	172010027003006	28	16
Block 3007	172010027003007	31	10
Block 3008	172010027003008	18	15
Block 3011	172010027003011	25	20
Block 3012	172010027003012	85	54
Block 3013	172010027003013	83	67
Block 3014	172010027003014	32	23
Block 3015	172010027003015	12	7
Block 3016	172010027003016	21	14
Block 3017	172010027003017	43	25
Block 3018	172010027003018	13	10
Block 3019	172010027003019	21	13

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 02

For District: 18

Name	Geoid	Population	Voting Age Population
Block 3020	172010027003020	23	20
Block 3021	172010027003021	27	22
Block 3022	172010027003022	35	24
Block 3023	172010027003023	15	12
Block 3024	172010027003024	81	65
Block 3025	172010027003025	6	5
Block 3026	172010027003026	30	12
Block 3027	172010027003027	22	17
Block 3028	172010027003028	83	61
Block 3029	172010027003029	20	11
Block 3030	172010027003030	19	6
Block 3031	172010027003031	40	26
Block 3032	172010027003032	30	26
Block 4000	172010027004000	20	17
Block 4001	172010027004001	20	7
Block 4010	172010027004010	25	20
Block 4011	172010027004011	21	13

In Rockford 7

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1003	172010022001003	13	12
Block 1004	172010022001004	0	0
Block 1006	172010022001006	11	10
Block 1007	172010022001007	0	0
Block 1008	172010022001008	16	12
Block 1010	172010022001010	11	11
Block 1011	172010022001011	8	7
Block 1012	172010022001012	0	0
Block 1016	172010022001016	0	0
Block 1022	172010022001022	14	9
Block 1024	172010022001024	14	9
Block 1027	172010022001027	15	9
Block 1036	172010022001036	0	0
Block 1039	172010022001039	4	0
Block 1046	172010022001046	28	27
Block 2004	172010022002004	62	53
Block 2006	172010022002006	3	1
Block 2008	172010022002008	0	0
Block 2012	172010022002012	76	54
Block 2017	172010022002017	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 7		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 2023	172010022002023	157	128
Block 2024	172010022002024	0	0
Block 2025	172010022002025	11	8
Block 2026	172010022002026	0	0
Block 2027	172010022002027	27	21
Block 2028	172010022002028	14	9
Block 2029	172010022002029	39	27
Block 2040	172010022002040	0	0
Block 2041	172010022002041	0	0
Block 2072	172010022002072	8	3
Block 2073	172010022002073	40	30
Block 2083	172010022002083	72	51
Block 2087	172010022002087	14	11
Block 2088	172010022002088	42	32
Block 2090	172010022002090	0	0
Block 3041	172010024003041	0	0
Block 3042	172010024003042	0	0
Block 3043	172010024003043	0	0
Block 3040	172010025003040	0	0
In Wd 13 Pct 03		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 1009	172010022001009	11	7
Block 3030	172010024003030	0	0
Block 3032	172010024003032	8	7
Block 3033	172010024003033	10	4
In Wd 05 Pct 04		For District: 18	
Name	Geoid	Population	Voting Age Population
Block 1013	172010022001013	0	0
Block 1014	172010022001014	57	45
Block 1015	172010022001015	0	0
Block 1017	172010022001017	0	0
Block 1018	172010022001018	0	0
Block 1019	172010022001019	0	0
Block 1020	172010022001020	0	0
Block 1021	172010022001021	115	80
Block 1023	172010022001023	76	49
Block 1025	172010022001025	79	61
Block 1026	172010022001026	40	29
Block 1028	172010022001028	43	37

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 04

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1029	172010022001029	122	110
Block 1030	172010022001030	70	45
Block 1031	172010022001031	38	22
Block 1032	172010022001032	39	33
Block 1033	172010022001033	112	79
Block 1034	172010022001034	43	27
Block 1035	172010022001035	59	42
Block 1037	172010022001037	0	0
Block 1038	172010022001038	0	0
Block 1040	172010022001040	0	0
Block 1041	172010022001041	30	23
Block 1042	172010022001042	0	0
Block 1043	172010022001043	0	0
Block 1044	172010022001044	33	21
Block 1045	172010022001045	18	10
Block 2011	172010022002011	54	46
Block 2013	172010022002013	0	0
Block 2015	172010022002015	0	0
Block 2016	172010022002016	0	0
Block 2018	172010022002018	0	0
Block 2019	172010022002019	0	0
Block 2020	172010022002020	0	0
Block 2021	172010022002021	243	188
Block 2022	172010022002022	7	6

In Rockford 27

For District: 18

Name	Geoid	Population	Voting Age Population
Block 2039	172010022002039	0	0
Block 2050	172010022002050	6	5
Block 2058	172010022002058	0	0
Block 2059	172010022002059	84	72
Block 2060	172010022002060	26	20
Block 2061	172010022002061	20	17
Block 2062	172010022002062	25	24
Block 2063	172010022002063	26	18
Block 2064	172010022002064	0	0
Block 2067	172010022002067	72	63
Block 2074	172010022002074	8	3
Block 2075	172010022002075	0	0
Block 2076	172010022002076	18	14

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 27

For District: 18

Name	Geoid	Population	Voting Age Population
Block 2077	172010022002077	18	17
Block 2080	172010022002080	18	7
Block 2081	172010022002081	13	10
Block 2082	172010022002082	45	37
Block 2084	172010022002084	23	18
Block 2085	172010022002085	0	0
Block 2086	172010022002086	51	46
Block 2096	172010022002096	8	3
Block 2097	172010022002097	0	0

In Rockford 4

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1000	172010023021000	8	5
Block 1001	172010023021001	18	15
Block 1002	172010023021002	6	6
Block 1003	172010023021003	26	19
Block 1004	172010023021004	78	72
Block 1005	172010023021005	0	0
Block 1007	172010023021007	10	9
Block 1008	172010023021008	32	26
Block 1009	172010023021009	19	16
Block 1010	172010023021010	24	18
Block 1011	172010023021011	12	11
Block 1012	172010023021012	25	20
Block 1013	172010023021013	28	20
Block 1014	172010023021014	23	20
Block 1015	172010023021015	26	20
Block 1016	172010023021016	44	24
Block 1017	172010023021017	42	25
Block 1018	172010023021018	33	32
Block 1019	172010023021019	50	44
Block 1020	172010023021020	31	18
Block 1021	172010023021021	36	30
Block 1022	172010023021022	43	33
Block 1023	172010023021023	68	64
Block 2001	172010023022001	20	13
Block 2002	172010023022002	28	21
Block 2003	172010023022003	40	38
Block 2004	172010023022004	27	21
Block 2005	172010023022005	25	22

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Rockford 4

For District: 18

Name	Geoid	Population	Voting Age Population
Block 2006	172010023022006	24	22
Block 2007	172010023022007	180	152
Block 2008	172010023022008	24	23
Block 2009	172010023022009	7	0
Block 2010	172010023022010	11	10
Block 2011	172010023022011	12	8
Block 2012	172010023022012	28	27
Block 2013	172010023022013	37	30
Block 2014	172010023022014	20	19
Block 2017	172010023022017	36	21
Block 2018	172010023022018	40	26
Block 1007	172010024001007	0	0
Block 1008	172010024001008	29	25
Block 1010	172010024001010	46	37
Block 1015	172010024001015	102	71
Block 1034	172010024001034	0	0
Block 1035	172010024001035	11	8
Block 2013	172010024002013	5	3
Block 2020	172010024002020	36	26
Block 2021	172010024002021	39	31
Block 2030	172010024002030	7	7
Block 2032	172010024002032	15	7
Block 2034	172010024002034	11	9
Block 2035	172010024002035	12	6
Block 2037	172010024002037	8	6
Block 2040	172010024002040	6	6
Block 3000	172010024003000	3	1
Block 3001	172010024003001	9	9
Block 3002	172010024003002	11	8
Block 3003	172010024003003	3	2
Block 3004	172010024003004	17	14
Block 3005	172010024003005	14	11
Block 3006	172010024003006	7	7
Block 3007	172010024003007	5	2
Block 3018	172010024003018	0	0
Block 3019	172010024003019	0	0
Block 3020	172010024003020	27	23
Block 3021	172010024003021	23	23
Block 3028	172010024003028	1	1

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 4

For District: 18

Name	Geoid	Population	Voting Age Population
Block 3029	172010024003029	4	3
Block 3031	172010024003031	7	6
Block 3034	172010024003034	12	7
Block 3035	172010024003035	46	41
Block 3037	172010024003037	14	8
Block 3038	172010024003038	0	0
Block 3039	172010024003039	8	7
Block 3040	172010024003040	4	2
Block 3044	172010024003044	2	0
Block 3045	172010024003045	0	0
Block 3046	172010024003046	0	0

In Wd 13 Pct 01

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1006	172010023021006	8	6
Block 2000	172010023022000	0	0
Block 2015	172010023022015	0	0
Block 2016	172010023022016	0	0
Block 1003	172010024001003	542	237
Block 1004	172010024001004	0	0
Block 1005	172010024001005	0	0
Block 1006	172010024001006	0	0
Block 1009	172010024001009	6	4
Block 1011	172010024001011	13	7
Block 1012	172010024001012	3	2
Block 1013	172010024001013	17	3
Block 1014	172010024001014	9	9
Block 1016	172010024001016	14	8
Block 1017	172010024001017	0	0
Block 1018	172010024001018	0	0
Block 1019	172010024001019	34	19
Block 1020	172010024001020	17	16
Block 1021	172010024001021	8	1
Block 1022	172010024001022	21	10
Block 1023	172010024001023	23	19
Block 1024	172010024001024	14	3
Block 1025	172010024001025	35	18
Block 1026	172010024001026	20	12
Block 1027	172010024001027	36	18
Block 1028	172010024001028	19	8

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 13 Pct 01

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1029	172010024001029	28	23
Block 1030	172010024001030	21	17
Block 1031	172010024001031	8	5
Block 1032	172010024001032	18	16
Block 1033	172010024001033	26	11
Block 2012	172010024002012	14	9
Block 2015	172010024002015	22	14
Block 2016	172010024002016	24	13
Block 2017	172010024002017	29	26
Block 2018	172010024002018	45	35
Block 2019	172010024002019	14	8
Block 2022	172010024002022	5	5
Block 2023	172010024002023	36	22
Block 2025	172010024002025	45	34
Block 2027	172010024002027	43	30
Block 2028	172010024002028	6	2
Block 2029	172010024002029	20	13
Block 2031	172010024002031	9	7
Block 2033	172010024002033	8	1
Block 2036	172010024002036	12	8
Block 2038	172010024002038	5	5
Block 2039	172010024002039	7	6
Block 3008	172010024003008	0	0
Block 3009	172010024003009	5	5
Block 3010	172010024003010	65	37
Block 3011	172010024003011	26	18
Block 3012	172010024003012	24	9
Block 3013	172010024003013	17	16
Block 3014	172010024003014	22	11
Block 3015	172010024003015	35	19
Block 3016	172010024003016	50	20
Block 3017	172010024003017	0	0
Block 3022	172010024003022	5	3
Block 3023	172010024003023	33	29
Block 3024	172010024003024	29	25
Block 3025	172010024003025	39	27
Block 3026	172010024003026	64	40
Block 3027	172010024003027	17	15
Block 3036	172010024003036	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 05

For District: 18

Name	Geoid	Population	Voting Age Population
Block 1000	172010028001000	0	0
Block 1001	172010028001001	0	0
Block 1002	172010028001002	0	0
Block 1003	172010028001003	9	7
Block 1004	172010028001004	10	5
Block 1005	172010028001005	4	0
Block 1006	172010028001006	18	13
Block 1007	172010028001007	12	12
Block 1008	172010028001008	37	29
Block 1009	172010028001009	20	11
Block 1010	172010028001010	32	18
Block 1011	172010028001011	26	17
Block 1012	172010028001012	5	4
Block 1013	172010028001013	64	41
Block 1014	172010028001014	55	40
Block 1015	172010028001015	32	18
Block 1016	172010028001016	0	0
Block 1017	172010028001017	13	12
Block 1018	172010028001018	6	2
Block 1019	172010028001019	19	11
Block 1020	172010028001020	0	0
Block 1021	172010028001021	0	0
Block 1022	172010028001022	0	0
Block 1023	172010028001023	0	0
Block 1024	172010028001024	0	0
Block 1025	172010028001025	16	16
Block 1027	172010028001027	42	35
Block 1028	172010028001028	49	26
Block 1029	172010028001029	15	6
Block 1030	172010028001030	0	0
Block 1031	172010028001031	0	0
Block 1032	172010028001032	0	0
Block 1034	172010028001034	20	17
Block 1035	172010028001035	28	24
Block 1036	172010028001036	13	12
Block 1037	172010028001037	56	47
Block 1038	172010028001038	37	22
Block 1039	172010028001039	0	0
Block 2000	172010028002000	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 05 Pct 05

For District: 18

Name	Geoid	Population	Voting Age Population
Block 2001	172010028002001	0	0
Block 2034	172010029002034	3	3
Block 2038	172010029002038	0	0
Block 2039	172010029002039	0	0
Block 2040	172010029002040	0	0
Block 2041	172010029002041	0	0
Block 2042	172010029002042	0	0
Block 2043	172010029002043	0	0

In Wd 13 Pct 05

For District: 18

Name	Geoid	Population	Voting Age Population
Block 2035	172010029002035	0	0

**For District: 19** Population: 14,338 Ideal: 640,625 Deviation: -97.76 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 19

Name	Geoid	Population	Voting Age Population
Wd 02 Pct 03	17201000203	1240	952
Wd 03 Pct 04	17201000304	1264	1081
Wd 12 Pct 01	17201001201	1393	1076

## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 02

For District: 19

Name	Geoid	Population	Voting Age Population
Block 4008	172010003004008	0	0
Block 4015	172010003004015	0	0
Block 4016	172010003004016	0	0
Block 3049	172010004033049	0	0
Block 1000	172010035001000	0	0
Block 1001	172010035001001	0	0
Block 1002	172010035001002	173	148
Block 1003	172010035001003	35	30
Block 1004	172010035001004	0	0
Block 1005	172010035001005	39	35
Block 1006	172010035001006	0	0
Block 1007	172010035001007	21	19
Block 1008	172010035001008	12	11
Block 1009	172010035001009	0	0
Block 1010	172010035001010	15	14

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 02		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 1011	172010035001011	16	16
Block 1012	172010035001012	18	16
Block 1013	172010035001013	21	19
Block 1014	172010035001014	33	28
Block 1015	172010035001015	20	19
Block 1034	172010035001034	12	9
Block 1035	172010035001035	19	10
Block 1036	172010035001036	20	15
Block 1037	172010035001037	25	22
Block 2013	172010035002013	36	32
Block 2027	172010035002027	0	0
Block 1000	172010036061000	149	125
Block 1017	172010036061017	0	0
Block 2000	172010036062000	320	226
In Wd 03 Pct 01		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 1002	172010004011002	21	17
Block 1003	172010004011003	38	27
Block 1004	172010004011004	49	39
Block 1005	172010004011005	61	46
Block 1010	172010004011010	38	32
Block 1011	172010004011011	30	29
Block 1012	172010004011012	25	16
Block 1013	172010004011013	31	25
Block 1017	172010004011017	35	24
Block 1018	172010004011018	48	32
In Wd 03 Pct 02		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 2000	172010004012000	40	36
Block 2001	172010004012001	40	29
Block 2002	172010004012002	18	17
Block 2003	172010004012003	33	28
Block 2004	172010004012004	48	33
Block 2005	172010004012005	39	20
Block 2006	172010004012006	18	17
Block 2007	172010004012007	0	0
Block 2008	172010004012008	75	48
Block 2009	172010004012009	45	36
Block 2010	172010004012010	17	16

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 02		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 2011	172010004012011	33	24
Block 2012	172010004012012	20	14
Block 2013	172010004012013	41	34
Block 2014	172010004012014	60	51
Block 2015	172010004012015	103	75
Block 2016	172010004012016	53	42
Block 2017	172010004012017	75	49
Block 3000	172010004013000	143	110
Block 3002	172010004013002	39	25
Block 3003	172010004013003	31	28
Block 3004	172010004013004	35	22
Block 3008	172010004013008	29	28
Block 3051	172010004033051	0	0

In Wd 02 Pct 04		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 1000	172010006001000	76	54
Block 1001	172010006001001	42	32
Block 1002	172010006001002	40	28
Block 1003	172010006001003	55	39
Block 1004	172010006001004	33	32
Block 1005	172010006001005	25	15
Block 1006	172010006001006	44	30
Block 1013	172010006001013	30	28
Block 1014	172010006001014	32	24
Block 1015	172010006001015	41	25
Block 2003	172010006002003	32	28
Block 2004	172010006002004	64	50
Block 2005	172010006002005	83	80
Block 2006	172010006002006	92	76

In Wd 10 Pct 04		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 2007	172010006002007	123	107
Block 2008	172010006002008	75	60
Block 2013	172010006002013	91	72

In Wd 10 Pct 05		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 3000	172010006003000	65	55
Block 3001	172010006003001	32	23
Block 3002	172010006003002	36	32

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 10 Pct 05

For District: 19

Name	Geoid	Population	Voting Age Population
Block 3003	172010006003003	0	0
Block 3004	172010006003004	43	31
Block 4000	172010006004000	27	25
Block 4001	172010006004001	29	16
Block 4002	172010006004002	0	0
Block 4003	172010006004003	49	30

In Wd 03 Pct 06

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1003	172010007001003	14	7
Block 1007	172010007001007	43	35
Block 1008	172010007001008	0	0
Block 1009	172010007001009	0	0
Block 1000	172010029001000	208	203
Block 1002	172010029001002	19	14
Block 1003	172010029001003	0	0
Block 1006	172010029001006	90	88
Block 2000	172010029002000	0	0
Block 2001	172010029002001	0	0
Block 1000	172010030001000	0	0
Block 1001	172010030001001	27	22
Block 1002	172010030001002	39	34
Block 2021	172010030002021	103	75
Block 2022	172010030002022	18	16
Block 2023	172010030002023	236	192
Block 2024	172010030002024	0	0
Block 2025	172010030002025	0	0
Block 2026	172010030002026	0	0
Block 2027	172010030002027	160	154
Block 2028	172010030002028	0	0
Block 2029	172010030002029	0	0

In Wd 03 Pct 03

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1021	172010007001021	22	22
Block 1022	172010007001022	76	64
Block 1023	172010007001023	22	20
Block 1024	172010007001024	20	9
Block 1025	172010007001025	19	18
Block 1026	172010007001026	35	31
Block 1027	172010007001027	31	31

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 03

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1028	172010007001028	50	37
Block 1031	172010007001031	24	23
Block 1032	172010007001032	14	8
Block 1033	172010007001033	0	0
Block 1034	172010007001034	0	0
Block 2002	172010008002002	68	65
Block 2003	172010008002003	56	43

In Wd 02 Pct 06

For District: 19

Name	Geoid	Population	Voting Age Population
Block 3000	172010007003000	12	8
Block 3001	172010007003001	11	11
Block 3002	172010007003002	39	30
Block 3003	172010007003003	13	6
Block 3004	172010007003004	24	15
Block 3005	172010007003005	13	12
Block 3006	172010007003006	22	19
Block 3007	172010007003007	30	13
Block 3008	172010007003008	15	14
Block 3009	172010007003009	11	8
Block 3010	172010007003010	21	16
Block 3011	172010007003011	31	21
Block 3012	172010007003012	36	27
Block 3013	172010007003013	42	28
Block 3014	172010007003014	32	21
Block 3015	172010007003015	29	22
Block 3016	172010007003016	36	25
Block 3017	172010007003017	24	22
Block 3018	172010007003018	30	29
Block 3019	172010007003019	24	16
Block 3020	172010007003020	41	27
Block 3021	172010007003021	25	15
Block 3022	172010007003022	24	24
Block 3023	172010007003023	39	33
Block 3024	172010007003024	15	13
Block 3025	172010007003025	18	18
Block 3026	172010007003026	25	21
Block 3027	172010007003027	15	13
Block 3028	172010007003028	35	24
Block 3029	172010007003029	13	11

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 02 Pct 06		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 4000	172010007004000	20	17
Block 4001	172010007004001	21	15
Block 4002	172010007004002	20	18
Block 4008	172010007004008	28	22
Block 4009	172010007004009	20	15
Block 4010	172010007004010	29	22

In Wd 02 Pct 05		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 4003	172010007004003	19	13
Block 4004	172010007004004	58	50
Block 4005	172010007004005	24	19
Block 4006	172010007004006	21	20
Block 4007	172010007004007	15	10
Block 4011	172010007004011	41	35
Block 4016	172010007004016	67	48
Block 4017	172010007004017	39	25
Block 4018	172010007004018	22	20
Block 4019	172010007004019	26	22
Block 4020	172010007004020	36	29
Block 4021	172010007004021	37	25
Block 4022	172010007004022	33	21
Block 4023	172010007004023	6	1
Block 2000	172010008002000	45	34
Block 2001	172010008002001	78	53
Block 2006	172010008002006	67	45
Block 3000	172010008003000	5	3
Block 3001	172010008003001	15	13
Block 3002	172010008003002	16	14
Block 3003	172010008003003	44	39
Block 3004	172010008003004	20	14
Block 3005	172010008003005	18	12
Block 3006	172010008003006	38	21
Block 3007	172010008003007	12	9
Block 3008	172010008003008	40	33
Block 3009	172010008003009	21	15
Block 3012	172010008003012	31	23

In Wd 03 Pct 05		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 1001	172010029001001	199	198

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 05

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1004	172010029001004	132	131
Block 1005	172010029001005	0	0
Block 1007	172010029001007	17	14
Block 2002	172010029002002	0	0
Block 2003	172010029002003	6	6
Block 2004	172010029002004	3	2
Block 2005	172010029002005	0	0

In Wd 03 Pct 07

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1003	172010030001003	30	19
Block 1004	172010030001004	22	20
Block 1005	172010030001005	0	0
Block 1006	172010030001006	0	0
Block 1007	172010030001007	0	0
Block 1008	172010030001008	9	3
Block 1009	172010030001009	32	18
Block 1010	172010030001010	0	0
Block 1011	172010030001011	46	33
Block 1012	172010030001012	19	16
Block 1013	172010030001013	24	20
Block 1014	172010030001014	0	0
Block 1015	172010030001015	17	8
Block 1016	172010030001016	0	0
Block 1017	172010030001017	19	10
Block 1018	172010030001018	11	7
Block 1019	172010030001019	13	13
Block 1020	172010030001020	30	29
Block 1021	172010030001021	48	39
Block 1022	172010030001022	12	12
Block 1023	172010030001023	12	12
Block 1024	172010030001024	10	10
Block 1025	172010030001025	30	27
Block 1026	172010030001026	29	19
Block 1027	172010030001027	29	28
Block 1028	172010030001028	14	14
Block 1029	172010030001029	23	15
Block 1030	172010030001030	28	18
Block 1031	172010030001031	27	23
Block 1032	172010030001032	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 03 Pct 07

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1033	172010030001033	30	18
Block 1034	172010030001034	0	0
Block 1035	172010030001035	0	0
Block 1036	172010030001036	45	35
Block 2000	172010030002000	26	15
Block 2001	172010030002001	0	0
Block 2002	172010030002002	30	28
Block 2003	172010030002003	19	14
Block 2004	172010030002004	45	38
Block 2005	172010030002005	1	0
Block 2006	172010030002006	26	22
Block 2007	172010030002007	31	18
Block 2008	172010030002008	22	10
Block 2009	172010030002009	17	12
Block 2010	172010030002010	21	20
Block 2011	172010030002011	0	0
Block 2012	172010030002012	49	34
Block 2013	172010030002013	8	6
Block 2014	172010030002014	10	10
Block 2015	172010030002015	43	23
Block 2016	172010030002016	60	47
Block 2017	172010030002017	18	15
Block 2018	172010030002018	28	20
Block 2019	172010030002019	0	0
Block 2020	172010030002020	43	29
Block 2000	172010031002000	0	0
Block 3050	172010034003050	0	0

In Wd 12 Pct 03

For District: 19

Name	Geoid	Population	Voting Age Population
Block 2000	172010034002000	0	0
Block 2001	172010034002001	0	0
Block 2002	172010034002002	0	0
Block 2003	172010034002003	43	32
Block 2004	172010034002004	10	10
Block 2005	172010034002005	30	23
Block 2006	172010034002006	21	17
Block 2007	172010034002007	15	4
Block 2008	172010034002008	24	16
Block 2009	172010034002009	16	13

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 03

For District: 19

Name	Geoid	Population	Voting Age Population
Block 2010	172010034002010	8	6
Block 2011	172010034002011	7	4
Block 2012	172010034002012	46	26
Block 2013	172010034002013	45	30
Block 2014	172010034002014	12	11
Block 2015	172010034002015	12	12
Block 2016	172010034002016	14	13
Block 2017	172010034002017	21	16
Block 2018	172010034002018	25	15
Block 2019	172010034002019	22	13
Block 2020	172010034002020	9	6
Block 2021	172010034002021	11	9
Block 2022	172010034002022	16	15
Block 2023	172010034002023	23	16
Block 2032	172010034002032	11	5
Block 2033	172010034002033	12	10
Block 2034	172010034002034	10	9
Block 2035	172010034002035	27	20
Block 2036	172010034002036	37	32
Block 2037	172010034002037	15	14
Block 1016	172010035001016	25	23
Block 1017	172010035001017	19	18
Block 1018	172010035001018	22	20
Block 1019	172010035001019	20	16
Block 1020	172010035001020	17	15
Block 1021	172010035001021	10	1
Block 1022	172010035001022	17	14
Block 1023	172010035001023	17	11
Block 1024	172010035001024	9	2
Block 1025	172010035001025	4	2
Block 1026	172010035001026	19	15
Block 1027	172010035001027	4	2
Block 1028	172010035001028	9	9
Block 1029	172010035001029	26	26
Block 1030	172010035001030	27	24
Block 1031	172010035001031	14	14
Block 1032	172010035001032	22	13
Block 1033	172010035001033	16	15
Block 3003	172010035003003	21	21

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Wd 12 Pct 03		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 3004	172010035003004	40	30
Block 3008	172010035003008	32	25
Block 3009	172010035003009	25	22
Block 3010	172010035003010	0	0
In Wd 09 Pct 01		For District: 19	
Name	Geoid	Population	Voting Age Population
Block 2024	172010034002024	21	10
Block 2025	172010034002025	26	19
Block 2026	172010034002026	11	4
Block 2027	172010034002027	17	13
Block 2028	172010034002028	21	19
Block 2029	172010034002029	11	10
Block 2030	172010034002030	9	6
Block 2031	172010034002031	15	15
Block 2042	172010034002042	9	9
Block 3000	172010034003000	20	19
Block 3001	172010034003001	26	14
Block 3002	172010034003002	18	12
Block 3003	172010034003003	7	5
Block 3004	172010034003004	24	18
Block 3005	172010034003005	13	11
Block 3006	172010034003006	19	16
Block 3013	172010034003013	38	27
Block 3014	172010034003014	40	31
Block 3015	172010034003015	32	27
Block 3016	172010034003016	26	14
Block 3017	172010034003017	145	106
Block 3018	172010034003018	29	23
Block 3019	172010034003019	33	22
Block 3020	172010034003020	21	13
Block 3021	172010034003021	15	13
Block 3029	172010034003029	27	18
Block 3030	172010034003030	31	18
Block 3031	172010034003031	31	25
Block 3032	172010034003032	24	9
Block 3033	172010034003033	30	21
Block 3034	172010034003034	42	34
Block 3035	172010034003035	23	16
Block 3036	172010034003036	4	3

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

In Winnebago County

In Wd 09 Pct 01

For District: 19

Name	Geoid	Population	Voting Age Population
Block 3037	172010034003037	26	15
Block 3038	172010034003038	14	8
Block 3039	172010034003039	22	15
Block 3040	172010034003040	9	7
Block 3048	172010034003048	0	0
Block 3049	172010034003049	0	0

In Wd 12 Pct 04

For District: 19

Name	Geoid	Population	Voting Age Population
Block 1012	172010036061012	48	28
Block 1013	172010036061013	74	57
Block 1014	172010036061014	49	42
Block 1015	172010036061015	30	29
Block 1016	172010036061016	43	35
Block 1032	172010036061032	23	17

**For District: 20** Population: 14,385 Ideal: 640,625 Deviation: -97.75 %

## Geography Layer: Voting Precincts

In Winnebago County

In Rockford township

For District: 20

Name	Geoid	Population	Voting Age Population
Wd 04 Pct 03	17201000403	1165	927
Wd 04 Pct 05	17201000405	1478	1200
Wd 04 Pct 07	17201000407	1148	921
Rockford 25		1523	1298

In Harlem township

For District: 20

Name	Geoid	Population	Voting Age Population
Harlem 16		1177	936

## Geography Layer: Blocks

In Winnebago County

In Harlem 10

For District: 20

Name	Geoid	Population	Voting Age Population
Block 1000	172010001041000	125	115
Block 3000	172010001043000	115	86
Block 3001	172010001043001	66	50
Block 3002	172010001043002	228	189
Block 3006	172010001043006	76	45
Block 3000	172010038083000	99	77
Block 3001	172010038083001	0	0
Block 3002	172010038083002	82	62

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harlem 10		For District: 20	
Name	Geoid	Population	Voting Age Population
Block 3003	172010038083003	140	100
Block 3004	172010038083004	16	8
Block 3005	172010038083005	13	9
Block 3006	172010038083006	32	19
Block 3007	172010038083007	62	49
Block 3008	172010038083008	191	149
Block 3009	172010038083009	78	68
Block 3010	172010038083010	68	54
Block 3011	172010038083011	61	47
Block 3012	172010038083012	24	20
Block 3013	172010038083013	19	17
Block 3014	172010038083014	8	5
Block 3015	172010038083015	0	0
Block 3016	172010038083016	59	46
Block 3017	172010038083017	49	35
Block 3018	172010038083018	0	0
In Harlem 11		For District: 20	
Name	Geoid	Population	Voting Age Population
Block 4000	172010001054000	34	29
Block 4001	172010001054001	60	42
Block 4002	172010001054002	47	37
Block 4003	172010001054003	31	24
Block 4004	172010001054004	53	41
Block 4005	172010001054005	61	51
Block 4006	172010001054006	37	31
Block 4007	172010001054007	51	44
Block 4008	172010001054008	0	0
Block 4009	172010001054009	0	0
Block 4010	172010001054010	31	23
Block 4011	172010001054011	60	50
Block 4012	172010001054012	112	90
Block 4013	172010001054013	59	42
Block 4014	172010001054014	33	29
Block 4015	172010001054015	45	42
Block 4016	172010001054016	15	9
Block 4017	172010001054017	0	0
In Rockford 56		For District: 20	
Name	Geoid	Population	Voting Age Population
Block 3000	172010002003000	5	4

# Autobound EDGE - Bill Language Report

## Geography Layer: Blocks

### In Winnebago County

#### In Rockford 56

For District: 20

Name	Geoid	Population	Voting Age Population
Block 3001	172010002003001	0	0
Block 3002	172010002003002	0	0
Block 3042	172010002003042	0	0

#### In Wd 04 Pct 02

For District: 20

Name	Geoid	Population	Voting Age Population
Block 1000	172010005151000	209	158
Block 1001	172010005151001	13	10
Block 1004	172010005151004	58	50
Block 2002	172010005152002	0	0
Block 2003	172010005152003	183	141
Block 2004	172010005152004	159	121
Block 2005	172010005152005	136	101
Block 2006	172010005152006	98	74
Block 2007	172010005152007	120	107
Block 2009	172010005152009	46	40
Block 2010	172010005152010	65	49
Block 2011	172010005152011	54	45
Block 2013	172010005152013	40	34
Block 2014	172010005152014	38	27
Block 2019	172010005152019	61	50
Block 2000	172010005162000	94	77

#### In Harlem 22

For District: 20

Name	Geoid	Population	Voting Age Population
Block 1018	172010038081018	130	110
Block 1019	172010038081019	52	44
Block 1020	172010038081020	33	29
Block 2001	172010038082001	53	40
Block 2008	172010038082008	30	25
Block 2009	172010038082009	62	40
Block 2011	172010038082011	98	78
Block 2012	172010038082012	112	105
Block 2013	172010038082013	78	70
Block 2017	172010038082017	69	58
Block 2018	172010038082018	0	0

#### In Harlem 13

For District: 20

Name	Geoid	Population	Voting Age Population
Block 2014	172010038082014	35	33
Block 2015	172010038082015	84	64
Block 2016	172010038082016	150	111

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Harlem 13		For District: 20	
Name	Geoid	Population	Voting Age Population
Block 2019	172010038082019	0	0
Block 2020	172010038082020	0	0
Block 2021	172010038082021	174	141
Block 2022	172010038082022	47	36
Block 2023	172010038082023	118	105
Block 2024	172010038082024	39	28
Block 2025	172010038082025	45	34
Block 2026	172010038082026	0	0
Block 2027	172010038082027	148	132
Block 2028	172010038082028	0	0
Block 2029	172010038082029	19	12
Block 1001	172010038091001	162	120
Block 1003	172010038091003	0	0
Block 1013	172010038091013	0	0
In Rockford 32		For District: 20	
Name	Geoid	Population	Voting Age Population
Block 2000	172010038092000	0	0
Block 2001	172010038092001	36	21
Block 2002	172010038092002	9	3
Block 2003	172010038092003	128	108
Block 2005	172010038092005	179	143
Block 2006	172010038092006	26	26
Block 2007	172010038092007	88	64
Block 2008	172010038092008	46	37
Block 2009	172010038092009	0	0
Block 2012	172010038092012	72	60
Block 3019	172010038103019	0	0
Block 3020	172010038103020	26	22
Block 3021	172010038103021	76	68
Block 3022	172010038103022	86	80
Block 3023	172010038103023	69	65
Block 3024	172010038103024	70	54
Block 3025	172010038103025	85	75
Block 3026	172010038103026	35	29
Block 3027	172010038103027	185	159
Block 3028	172010038103028	0	0
Block 3031	172010038103031	0	0
Block 3032	172010038103032	0	0
Block 3033	172010038103033	0	0

# Autobound EDGE - Bill Language Report



## Geography Layer: Blocks

In Winnebago County

In Rockford 32

For District: 20

Name	Geoid	Population	Voting Age Population
Block 3034	172010038103034	62	51
Block 3035	172010038103035	102	97
Block 3036	172010038103036	40	29

In Harlem 18

For District: 20

Name	Geoid	Population	Voting Age Population
Block 1005	172010038101005	0	0
Block 1006	172010038101006	110	86
Block 1007	172010038101007	89	73
Block 1008	172010038101008	66	60
Block 1012	172010038101012	70	61
Block 1013	172010038101013	0	0
Block 1014	172010038101014	102	94
Block 1015	172010038101015	100	74
Block 1016	172010038101016	83	67
Block 1017	172010038101017	82	57
Block 1018	172010038101018	28	13
Block 1019	172010038101019	139	126
Block 1020	172010038101020	25	20
Block 1021	172010038101021	27	26
Block 1022	172010038101022	65	52
Block 1023	172010038101023	31	25

# **PUBLIC WORKS COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** December 14, 2021

**Resolution Title:** Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Resurfacing Baxter Road from Mulford to Perryville Roads and Perryville Road from Baxter Road to CN Railroad Cherry Valley Township

(Section: 21-02000-01-GM)

**County Code:** PWC Resolution #21-041

**Board Meeting Date:** Tuesday, December 21, .2021

## Budget Information:

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

## Background Information:

This is for a Cherry Valley Township project. State and MFT guidelines require the County Board to approve this Final Change order for a total deduction of \$36,178.24.

## Recommendation:

We recommend approval for final close out of this project.

## Contract/Agreement:

N/A

## Legal Review:

By the State Attorney's office

## Follow-Up:

After approval by the County Board, it will be submitted to IDOT for their approval.

**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 APPROVAL OF A CHANGE IN PLANS TO  
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR RESURFACING  
BAXTER ROAD FROM MULFORD TO PERRYVILLE ROADS AND  
PERRYVILLE ROAD FROM BAXTER ROAD TO CN RAILROAD  
CHERRY VALLEY TOWNSHIP  
(SECTION 21-02000-01-GM)**

**WHEREAS** on June 21, 2021 by County Resolution 2021CR064, the County Board of Winnebago County awarded a contract in the amount of \$568,691.77 to Rock Road Companies resurfacing of Baxter Road from Mulford Road to Perryville Road and Perryville Road from Mulford Road to the CN Railroad under Cherry Valley Township Section 21-02000-01-GM; and

**WHEREAS** in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

**WHEREAS** as Cherry Valley Township is using Motor Fuel Tax (MFT) funds to pay for this work the change order needs to be approved by the Winnebago County Board; and

**WHEREAS** the total net change of the reconciliation change order is a deduction of \$36,178.24 for a final adjusted contract amount of \$532,513.53; and

**WHEREAS** it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 1 and final for the project known as Section 21-02000-01-GM.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 1 and final on behalf of the County of Winnebago in substantially the form attached; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

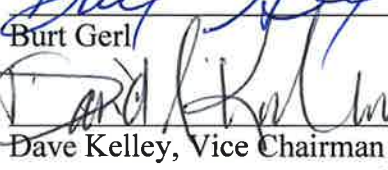


Dave Tassoni, Chairman

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



Local Public Agency	County	Route	Section Number
Winnebago County Highway Department	Winnebago	Perryville/Baxter Rd.	21-02000-01-GM
Request Number	Contractor		
#1 <input checked="" type="checkbox"/> Final	Rock Road Companies, Inc.		
Address	City	State	Zip Code
301 W B-R Townline Road	Janesville	WI	53547
Date			
10/29/21			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- BIT MATLS PR CT	TN	13.58	\$0.010	D	\$0.00	\$0.14
- COVER COAT AGG	TN	88	\$0.010	D	\$0.00	\$0.88
- TEMPORARY RAMP	SY	188.67	\$14.110	D	\$0.00	\$2,662.13
- HMA SC, IL 9.5, N70	TN	147.59	\$61.000	D	\$0.00	\$9,002.99
- HMA SURF REM 2"	SY	1214	\$1.950	A	\$2,367.30	\$0.00
- THPL PVT MK LINE 4"	FT	10313	\$0.560	D	\$0.00	\$5,775.28
- THPL PVT MK LINE 8"	FT	98	\$0.850	D	\$0.00	\$83.30
- THPL PVT MK LINE 12"	FT	384	\$1.680	D	\$0.00	\$645.12
- THPL PVT MK LINE 24"	FT	34	\$3.360	A	\$114.24	\$0.00
- THPL PVT MK LTR & SYM	SF	74.8	\$3.360	A	\$251.33	\$0.00
- DELINEATORS	EA	8	\$173.280	D	\$0.00	\$1,386.24
- HMA SURF BUTT JT	SY	283	\$1.950	A	\$551.85	\$0.00
- AGG SHLD, T-B	TN	1244.18	\$16.000	D	\$0.00	\$19,906.88
Total Changes					\$3,284.72	\$39,462.96

Add Row

Total Net Change	(\$36,178.24)
Amount of Original Contract	\$568,691.77
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$532,513.53

Total net deduction to date (\$36,178.24) which is -6.36% of the contract price.

State fully the nature and reason for the change

All quantities are final, as placed, field measured quantities.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By	Title of Preparer
A. Limberg	Project Manager

Submitted/Approved

	Local Public Agency	Date
BY:		
Title:		

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways	Date

Approved:

Illinois Department of Transportation

Regional Engineer	Date



# Engineer's Payment Estimate



Local Public Agency  
Winnebago County Highway Department

County  
Winnebago

Route(s) (Street/Road)  
Perryville/Baxter Rd

Section Number  
21-02000-01-GM

Payable to Name  
Rock Road Companies, Inc.

Estimate #3

☒ Final

Address  
301 W B\_R Townline Road

Date From  
09/14/21

Date To  
09/30/21

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date	
		Quantity	Values	Added	Deducted	Quantity	Unit Price
BIT MATLS PR CT	TN	17	\$0.17			3.42	\$0.0100
COVER COAT AGG	TN	88	\$0.88				\$0.0100
TEMPORARY RAMP	SY	193	\$2,723.23			4.33	\$14.1100
HMA SC, IL 9.5, N70	TN	6710	\$409,310.00			6562.41	\$61.0000
HMA SURF REM 2"	SY	13840	\$26,988.00			15054	\$1.9500
THPL PVT MK LINE 4"	FT	76165	\$42,652.40			65852	\$0.5600
THPL PVT MK LINE 8"	FT	799	\$679.15			701	\$0.8500
THPL PVT MK LINE 12"	FT	764	\$1,283.52			380	\$1.6800
THPL PVT MK LINE 24"	FT	55	\$184.80			89	\$3.3600
THPL PVT MK LTR & SYM	SF	24	\$80.64			98.8	\$3.3600
TRAF CONT & PROT SPL	LS	1	\$3,000.00			1	\$3,000.0000
CONST LAYOUT	LS	1	\$0.01			1	\$0.0100
INSERT CUL LIN 18"	FT	119	\$20,848.80			119	\$175.2000
INSERT CUL LIN 21"	FT	48	\$9,312.00			48	\$194.0000
INSERT CUL LIN 24"	FT	59	\$12,331.00			59	\$209.0000
STONE RIP-RAP CL-A4	SY	64	\$2,260.48			64	\$35.3200
DELINEATORS	EA	8	\$1,386.24				\$173.2800
HMA SURF BUTT JT	SY	551	\$1,074.45			834	\$1.9500
AGG SHLD, T-B	TN	2161	\$34,576.00			916.82	\$16.0000
Total			\$568,691.77			Total	\$532,513.53


Section Number

21-02000-01-GM

Values

Total Miscellaneous Debits	\$529,228.81
Net Cost of Section	\$3,284.72
Previous Payments	
Net Amount Due	\$3,284.72

- Submission to the Department of Transportation of a Change in Plans (B) by the Department of Transportation as required for the above quantities. and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Winnebago County Highway Department	Winnebago	Perryville/Baxter Rd	21-02000-01-GM
Resident Engineer	Date	Prepared by	Title
	12/7/21	A. Limberg	Project Manager
Local Agency	Date	Approved Regional Engineer	Date



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** December 14, 2021

**Resolution Title:** Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for the Widening and Resurfacing on Baxter Road (CH-11) from I-39 to Mulford Road (Section 14-00560-00-WR)

**County Code:** PWC Resolution #21-042

**Board Meeting Date:** Tuesday, December 21, .2021

**Budget Information:**

Was item budgeted?	Yes	Appropriation Amount: \$ 00.00
If not, explain funding source:		
ORG/OBJ/Project Code:	464-46330	Budget Impact: \$ 00.00

**Background Information:**

This is a final change order for a total deduction of \$212,499.51 after reconciling final measured quantities with bid quantities.

**Recommendation:**

Approval needed to close out project.

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office

**Follow-Up:**

After approval by County Board it will be submitted to IDOT for their approval.

**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 APPROVAL OF A CHANGE IN PLANS TO  
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR THE  
WIDENING AND RESURFACING ON BAXTER ROAD (CH-11)  
FROM I-39 TO MULFORD ROAD  
(SECTION 14-00560-00-WR)**

**WHEREAS** on April 23, 2020 by County Resolution, the County Board of the of Winnebago awarded a contract in the amount of \$3,382,826.77 to William Charles Construction Company LLC for the widening and resurfacing of Baxter Road from I-39 to Mulford Road under Section 14-00560-00-WR; and

**WHEREAS** in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

**WHEREAS** the total net change of the reconciliation change order is a deduction of \$212,499.51, with previous deduction of \$3,141.20 the total net deduction to the original contract amount is \$215,640.71, for a final adjusted contract amount of \$3,167,186.06; and

**WHEREAS** it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 2 and final for the project known as Section 14-00560-00-WR.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 2 and final on behalf of the County of Winnebago in substantially the form attached; and

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

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


Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE


  
Dave Tassoni, Chairman

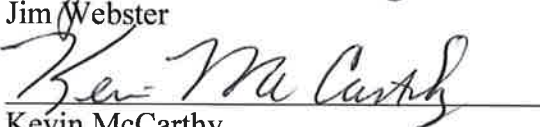
Angela Fellars

  
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



# Request for Approval of Change of Plans



Local Public Agency Winnebago County Highway Department	County Winnebago	Route CH 11 & CH 60	Section Number 14-00560-00-WR
Request Number #2	Contractor William Charles Construction Company, LLC		
Address PO Box 2071		City Loves Park	State IL
		Zip Code 61130-0071	
Date 10/05/21			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- STONE RIP-RAP, RR5	SY	100	\$79.730	D	\$0.00	\$7,973.00
- NITROGEN FERTILIZER	LB	341.4	\$1.010	D	\$0.00	\$344.81
- PHOSPHOROUS FERTILIZER	LB	341.4	\$1.010	D	\$0.00	\$344.81
- POTASSIUM FERTILIZER	LB	341.4	\$1.010	D	\$0.00	\$344.81
- SEEDING, CL-1A	AC	3.52	\$2,628.200	D	\$0.00	\$9,251.26
- TEMP EROSION SEEDING	LB	869.46	\$1.010	D	\$0.00	\$878.15
- INLET FILTERS, CURB	EA	16	\$151.630	D	\$0.00	\$2,426.08
- PIPE PROTECTION	EA	46	\$75.810	D	\$0.00	\$3,487.26
- INLET FILTERS	EA	4	\$151.630	D	\$0.00	\$606.52
- TEMP DITCH CHECKS	EA	236	\$45.490	D	\$0.00	\$10,735.64
- PER EROSION BARRIER	FT	6798	\$2.020	D	\$0.00	\$13,731.96
- EROSION CONT BLANKET	SF	16025.22	\$1.060	D	\$0.00	\$16,986.73
- TURF REINF MAT	ST	1391	\$5.050	D	\$0.00	\$7,024.55
- PAVEMENT REM	SY	809	\$5.450	D	\$0.00	\$4,409.05
- PAVED SHOULDER REM	SY	210	\$4.770	D	\$0.00	\$1,001.70
- COMB C&G REM	FT	142	\$10.100	D	\$0.00	\$1,434.20
- CL- D PATCHES T-IV, 7"	SY	55.32	\$122.770	A	\$6,791.64	\$0.00
- PIPE CULVERT REM	FT	284	\$15.160	A	\$4,305.44	\$0.00
- TREE REMOVAL < 15	UN	5	\$35.380	D	\$0.00	\$176.90
- EPOXY PVMT MK LINE 5"	FT	2273	\$0.450	D	\$0.00	\$1,022.85
- EPOXY PVMT MK LINE 8"	FT	4	\$0.960	D	\$0.00	\$3.84
- EPOXY PVMT MK LINE 12"	FT	175	\$1.970	D	\$0.00	\$344.75
- EPOXY PVMT MK LINE 24"	FT	66	\$4.020	D	\$0.00	\$265.32
- EPOXY PVMT MK L&S	SF	47	\$4.020	D	\$0.00	\$188.94
- RAISED REF PVMT MKR	EA	344	\$29.570	D	\$0.00	\$10,172.08
- LEVEL BINDER MM N90	TN	2216.39	\$48.560	D	\$0.00	\$107,627.90
- HMA SHLD 4"	SY	98.52	\$16.800	D	\$0.00	\$1,655.14
- STRIP REF CK CONT	FT	7994	\$0.920	D	\$0.00	\$7,354.48
- SB GRAN MATL, TY-B	CY	2607	\$45.610	D	\$0.00	\$118,905.27
- GEOTECH FAB	SY	12969	\$1.340	D	\$0.00	\$17,378.46
- AGG BSE CSE, TY-B, 8"	SY	3599	\$0.010	D	\$0.00	\$35.99
- AGG SUB GRD IMP, 12"	SY	8138.12	\$16.500	A	\$134,278.98	\$0.00

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- AGG SURF CSE, TY-B	TN	140.67	\$20.990	D	\$0.00	\$2,952.66
- AGG SHLD, TY-A, 6"	SY	641.93	\$6.280	D	\$0.00	\$4,031.32
- CC&G, TY-M4.24	FT	26.2	\$29.350	A	\$768.97	\$0.00
- CC&G, TY-M6.18	FT	253.73	\$33.460	A	\$8,489.81	\$0.00
- CLASS SI CONC (OUTLET)	CY	1.34	\$480.360	D	\$0.00	\$643.68
- CONC MED SURF 4"	SF	42.2	\$8.650	A	\$365.03	\$0.00
- CMCP, TY-1, 15"	FT	49	\$42.460	A	\$2,080.54	\$0.00
- CMCP, TY-1, 18"	FT	77	\$49.530	A	\$3,813.81	\$0.00
- CMCP, TY-1, 24"	FT	73	\$60.650	D	\$0.00	\$4,427.45
- METAL END SEC, 15"	EA	2	\$202.170	A	\$404.34	\$0.00
- METAL END SEC, 24"	EA	2	\$454.880	D	\$0.00	\$909.76
- SS RCCP, CL-IV TY-1, 24"	FT	2	\$75.810	D	\$0.00	\$151.62
- SS RCCP, CL-II TY-1, 42"	FT	3	\$176.900	D	\$0.00	\$530.70
- SS RCEP, CL-IV, 30X19	FT	2	\$121.300	D	\$0.00	\$242.60
- SS RCEP, CL-IV, 34X22	FT	2	\$131.410	D	\$0.00	\$262.82
- SS RCEP, CL-III, 45X29	FT	5	\$151.630	D	\$0.00	\$758.15
- SS RCEP, CL-II, 53X34	FT	2	\$212.280	D	\$0.00	\$424.56
- MH TY-A, 5' F&L, TY-1	EA	1	\$3,598.610	D	\$0.00	\$3,598.61
- SIGN PANEL TY-1	SF	60	\$24.260	D	\$0.00	\$1,455.60
- METAL POST TY-B	FT	164	\$11.120	D	\$0.00	\$1,823.68
- ADJ FIRE HYDRANT	EA	4	\$758.130	D	\$0.00	\$3,032.52
- ADJ MANHOLE	EA	1	\$454.880	D	\$0.00	\$454.88
- BIT MATS (PRIME COAT)	LB	23239.18	\$0.630	D	\$0.00	\$14,640.68
- BIT MATS (TACK COAT)	LB	11276.18	\$0.890	D	\$0.00	\$10,035.80
- LEVEL BINDER, N50, (MM)	TN	301.94	\$58.710	D	\$0.00	\$17,726.90
- REM 50' SBPGR & INSTALL 2-15' SHORT RADIUS	LS	1	\$4,800.000	A	\$4,800.00	\$0.00
- BERNER FOODS ENTRANCES-REINSTALL 15" RCCP	FT	291	\$99.650	A	\$28,998.15	\$0.00
- BERNER FOODS ENT-REINSTALL 15" RCCP END SEC	EA	6	\$1,103.370	A	\$6,620.22	\$0.00
Total Changes					\$201,716.93	\$414,216.44

Add Row

Total Net Change	(\$212,499.51)
Amount of Original Contract	\$3,382,826.77
Amount of Previous Change Orders	(\$3,141.20)
Amount of adjusted/final contract	\$3,167,186.06

Total net deduction to date (\$215,640.71) which is -6.37% of the contract price.

State fully the nature and reason for the change

ALL ITEMS ARE FINAL AS PLACED FIELD MEASURED QUANTITIES - SEE ATTACHED

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Title of Preparer

Andrew C Limberg

Project Manager

Submitted/Approved

Local Public Agency

Date

BY:

Title:

**For a Road District project County Engineer signature required.**

County Engineer/Superintendent of Highways

Date

**Approved:**

**Illinois Department of Transportation**

Regional Engineer

Date

# BAXTER (CH 11) & MULFORD (CH 60) ROADS

## Section # 14-00560-00-WR

### Request for Approval of Change of Plans Request #2 & FINAL

<b>CL D PATCHES T-IV, 7”:</b>	Additional <b>CL D PATCHES T-IV, 7”</b> was required at station 161+90, due to an abandoned CMCP discovered during the Mulford Rd. excavation and at station 165+22 due to added replacement of an existing CMCP due rot.
<b>PIPE CULVERT REM:</b>	2 additional CMCP’s were discovered during the Mulford Rd. excavation. The new Berner Foods Distribution site was not constructed prior to design/plan approval. All required work in the entrance and frontage areas was not included in the schedule of quantities and added to the <b>PIPE CULVERT REM</b> quantity.
<b>AGG SUB GRD IMP, 12”</b>	This added quantity was placed as the plan typical specified and field measured. In addition the new Berner Foods Distribution site was not constructed prior to design/plan approval. All required work in the entrance and frontage areas was not included in the schedule of quantities and added to the <b>AGG SUB GRD IMP, 12”</b> quantity.
<b>CC&amp;G, TY-M6.18</b>	The new Berner Foods Distribution site was not constructed prior to design/plan approval. All required work in the entrance and frontage areas was not included in the schedule of quantities and added to the <b>CC&amp;G, TY-M6.18</b> quantity.
<b>CMCP, TY-1, 15”</b>	A field entrance was added at station 636+00 on S Mulford due to SPBGR installation and required additional <b>CMCP, TY-1, 15”</b> quantity. This entrance was not included in the construction plans.
<b>CMCP, TY-1, 18”</b>	Additional <b>CMCP, TY-1, 18”</b> was placed at station 165+22 due existing pipe rot. A new Amazon Distribution site was not constructed prior to design/plan approval. All required work in the entrance and frontage areas was not included in the schedule of quantities and added to the <b>CMCP, TY-1, 18”</b> quantity.
<b>REM 50’ SPBGR &amp; INSTALL 2- 15’ SHORT RADIUS:</b>	A field entrance was added at station 636+00 on S Mulford. Unknown at the time of installation, the newly installed SPBGR land locked access to the owner’s field. This entrance was not included in the construction plans and was added to the project.
<b>BERNER FOODS ENTRANCE- REINSTALL 15” RCCP &amp; END SECTIONS:</b>	The new Berner Foods Distribution site was not constructed prior to design/plan approval. The newly placed RCCP did not align with the new roadway ditch line improvements and had to be relocated. All required work in the entrance and frontage areas was not included in the schedule of quantities and added to the project



**William Charles  
Construction**

5290 Nimtz Rd.  
Loves Park, IL 61111  
Phone: 815-654-4700  
Fax: 815-654-4736

## CHANGE ORDER REQUEST

WCC # 9200207 – Baxter & Mulford

Date: 5/12/2021

<b>To:</b>	<b>Andy Limberg</b>	<b>From:</b>	<b>John Bicard</b>
	Winnebago County Highway Dept		William Charles Construction Company, LLC
	424 N. Springfield Ave		P. O. Box 2071
	Rockford, IL 61101		Loves Park, IL 61130
<b>Phone:</b>	815.319.4018	<b>Phone:</b>	815.419.5131
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>	allimberg@wincoil.us	<b>Email:</b>	john.bicard@williamcharles.com
<b>CC:</b>			

### Agreed Unit Price: Pipe Culvert/End Sections At Berner Warehouse Driveways

PCO #	Description	Quantity	UM	Unit Price	Amount
1	15" RCCP Culvert	268.00	LF	\$99.65	\$26,705.93
2	15" RCCP End Section	5.00	EA	\$1,103.37	\$5,516.83
	Total				\$32,222.76

#### Notes:

1. Quantities per attached sketches.
2. Pricing includes trench backfill/bedding for pipe.
3. Pricing assumes spoils to remain on site.
4. Trench backfill in void areas left by existing pipe included.
5. End sections do not include grates.
6. Existing pavement removal, existing curb removal, earth excavation to subgrade, stone base, curb and gutter, proposed pavement, culvert removal, and 4' manhole to be paid under unit prices in contract.

Submitted By:

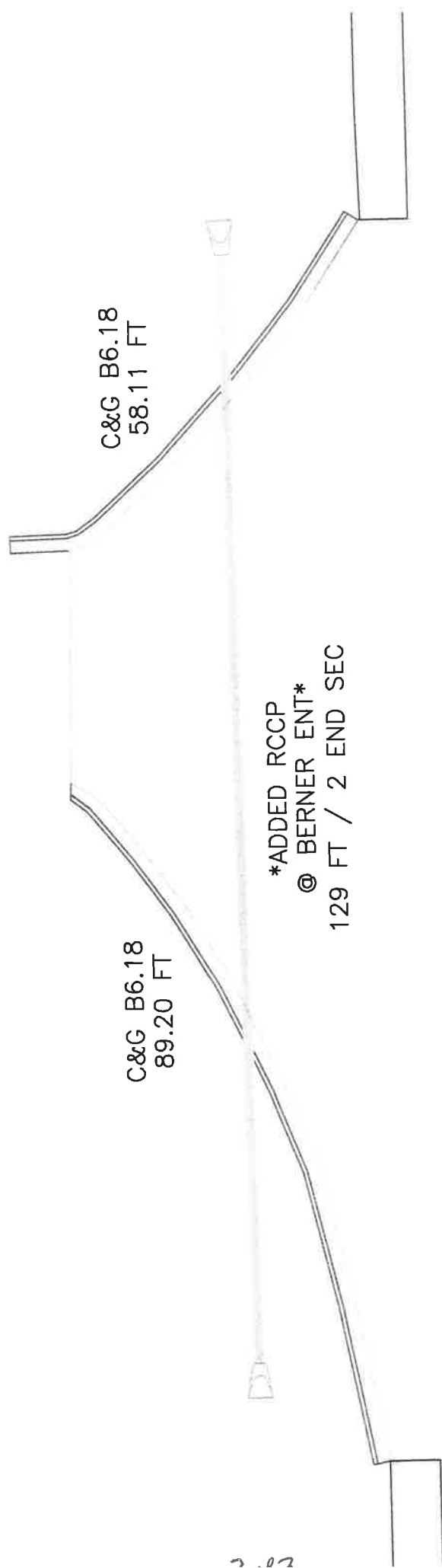
Approved By:

  
John Bicard

5/12/21  
Date

Andy Limberg  
Winnebago County Highway Department

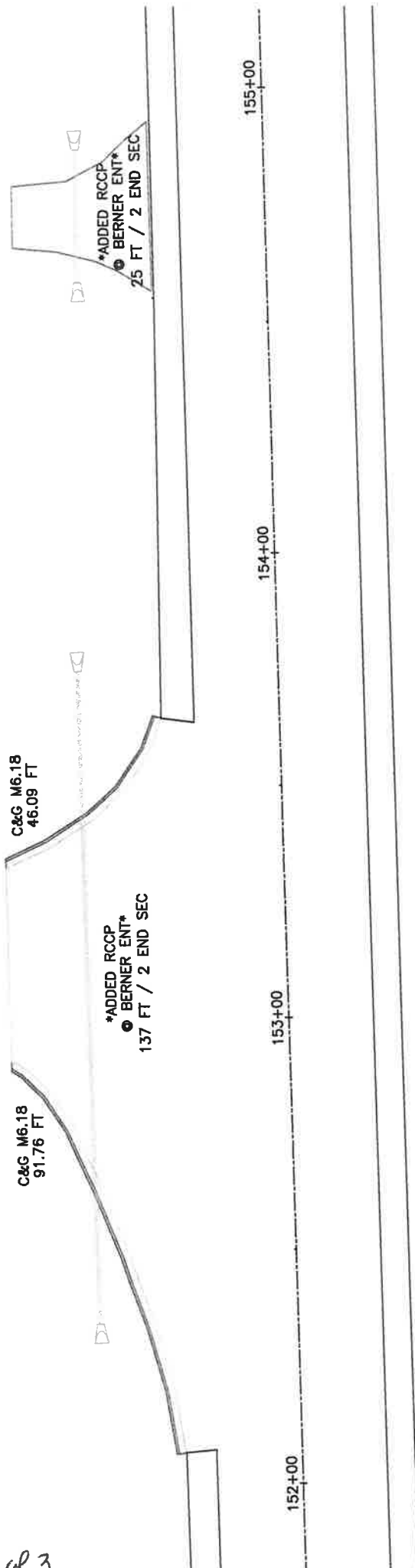
Date



145+00

144+00

2 of 3





**WILLIAM CHARLES  
CONSTRUCTION**

William Charles Construction LLC  
833 Featherstone Road  
Rockford, IL 61107

July 13, 2021

Andy Limberg  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, IL 61101

*Re: Baxter/Mulford Roads  
AUP – Guardrail*

Dear Andy:

Per your request, our proposed price for the guardrail revisions:

- Remove 50' SPBGR TY A, 9' Post and Install (2) 15' Short Radius Sections with Flared End Wings. Includes two mobilizations. See attached quote from Northern Contracting dated 7/2/21.
- This total price is \$4,800.00 based on the proposed quantities

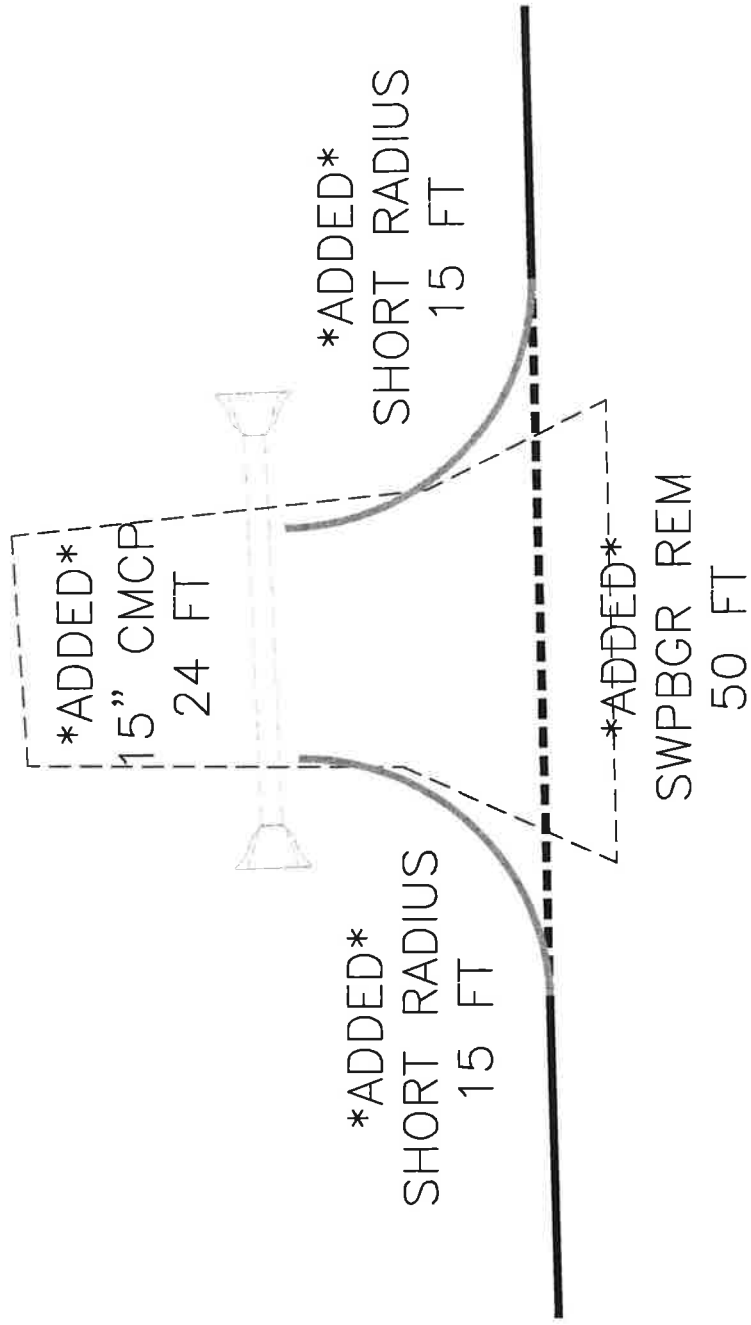
If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

WILLIAM CHARLES CONSTRUCTION

John Bicard  
Project Manager

\*ADDED\*  
AGG SURF CSE 12"  
635 SF/ 71 SY



636+00



## Engineer's Payment Estimate



Local Public Agency	County	Route(s) (Street/Road)	Section Number	Estimate #10
Winnebago County Highway Department	Winnebago	CH 11 & CH 60	14-00563-00-WR	<input checked="" type="checkbox"/> Final

Payable to Name

William Charles Construction Company, LLC

Address	Date From	Date To
PO Box 2071 Loves Park, IL 61130-0071	09/02/21	09/30/21

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
EARTH EX SP (BAXTER)	LS	1	\$400,000.00			1	\$400,000.0000	\$400,000.00
EARTH EX SP (MULFORD)	LS	1	\$44,107.81			1	\$44,107.8100	\$44,107.81
STONE RIP-RAP, RR5	SY	194	\$15,467.62		100	94	\$79.7300	\$7,494.62
NITROGEN FERTILIZER	LB	1002	\$1,012.02		341.4	660.6	\$1.0100	\$667.21
PHOSPHOROUS FERT	LB	1002	\$1,012.02		341.4	660.6	\$1.0100	\$667.21
POTASSIUM FERTILIZER	LB	1002	\$1,012.02		341.4	660.6	\$1.0100	\$667.21
SEEDING, CL-1A	AC	11	\$28,910.20		3.52	7.48	\$2,628.2000	\$19,658.94
TEMP EROSION SEEDING	LB	900	\$909.00		869.46	30.54	\$1.0100	\$30.85
INLET FILTERS, CURB	EA	16	\$2,426.08		16		\$151.6300	
PIPE PROTECTION	EA	46	\$3,487.26		46		\$75.8100	
INLET FILTERS	EA	4	\$606.52		4		\$151.6300	
TEMP DITCH CHECKS	EA	241	\$10,963.09		236	5	\$45.4900	\$227.45
PER EROSION BARRIER	FT	12259	\$24,763.18		6798	5461	\$2.0200	\$11,031.22
EROSION CONT BLANKET	SY	47505	\$50,355.30		16025.22	31479.78	\$1.0600	\$33,368.57
TURF REINF MAT	SY	6119	\$30,900.95		1391	4728	\$5.0500	\$23,876.40
TEMP CONC WASHOUT	EA	1	\$505.42			1	\$505.4200	\$505.42
PAVEMENT REM	SY	4317	\$23,527.65		809	3508	\$5.4500	\$19,118.60
DWAY PAVEMENT REM	SY	1605	\$4,718.70			1605	\$2.9400	\$4,718.70
PAVED SHOULDER REM	SY	215	\$1,025.55		210	5	\$4.7700	\$23.85
COMB C&G REM	FT	142	\$1,434.20		142	0	\$10.1000	

Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
CL- D PATCHES T-IV, 7"	SY	297	\$36,462.69	55.32		352.32	\$122.7700	\$43,254.33
HMA SURF REM, 1.25" VD	SY	19262	\$38,138.76			19262	\$1.9800	\$38,138.76
HMA SURF REM, BUTT JY	SY	792	\$4,546.08			792	\$5.7400	\$4,546.08
PIPE CULVERT REM	FT	1163	\$17,631.08	328		1491	\$15.1600	\$22,603.56
REMOVING MANHOLES	EA	1	\$657.05			1	\$657.0500	\$657.05
TREE REMOVAL 6-15	UN	80	\$1,536.80			80	\$19.2100	\$1,536.80
TREE REMOVAL < 15	UN	146	\$5,165.48		5	141	\$35.3800	\$4,988.58
EPOXY PVMT MK LINE 5"	FT	51110	\$22,999.50		2273	48837	\$0.4500	\$21,976.65
EPOXY PVMT MK LINE 8"	FT	1652	\$1,585.92		4	1648	\$0.9600	\$1,582.08
EPOXY PVMT MK LINE 12"	FT	826	\$1,627.22		175	651	\$1.9700	\$1,282.47
EPOXY PVMT MK LINE 24"	FT	134	\$538.68		66	68	\$4.0200	\$273.36
EPOXY PVMT MK L&S	SF	749	\$3,010.98		47	702	\$4.0200	\$2,822.04
RAISED REF PVMT MKR	EA	344	\$10,172.08		344		\$29.5700	
POLY HMA SC D N90	TN	2281	\$165,372.50			2281	\$72.5000	\$165,372.50
POLY HMA BC 19 N90	TN	6440	\$399,280.00			6440	\$62.0000	\$399,280.00
LEVEL BINDER MM N90	TN	3681	\$178,749.36		2216.39	1464.61	\$48.5600	\$71,121.46
HMA SHLD 4"	SY	7845	\$131,796.00		98.52	7746.48	\$16.8000	\$130,140.86
STRIP REF CK CONT	FT	18160	\$16,707.20		7994	10166	\$0.9200	\$9,352.72
SB GRAN MATL, TY-B	CY	2607	\$118,905.27		2607		\$45.6100	
GEOTECH FAB	SY	12969	\$17,378.46		12969		\$1.3400	
AGG BSE CSE, TY-B, 8"	SY	4028	\$40.28		3599	429	\$0.0100	\$4.29
AGG SUB GRD IMP, 12"	SY	11247	\$185,575.50	8138.12		19385.12	\$16.5000	\$319,854.48
AGG SURF CSE, TY-B	TN	722	\$15,154.78		140.67	581.33	\$20.9900	\$12,202.12
AGG SHLD, TY-A, 6"	SY	7351	\$46,164.28		641.93	6709.07	\$6.2800	\$42,132.96
CC&G, TY-M4.06	FT	36	\$1,526.76			36	\$42.4100	\$1,526.76
CC&G, TY-M4.24	FT	3279	\$96,238.65	26.2		3305.2	\$29.3500	\$97,007.62
CC&G, TY-M6.18	FT	171	\$5,721.66	253.73		424.73	\$33.4600	\$14,211.47



Local Public Agency		County		Route(s) (Street/Road)		Section Number		
Winnebago County Highway Department		Winnebago		CH 11 & CH 60		14-00563-00-WR		
TRAF C & P (BAXTER)	LS	1	\$30,325.36			1	\$30,325.3600	\$30,325.36
TRAF C & P (MULFORD)	LS	1	\$7,581.34			1	\$7,581.3400	\$7,581.34
SIGN PANEL TY-1	SF	60	\$1,455.60		60		\$24.2600	
METAL POST TY-B	FT	164	\$1,823.68		164		\$11.1200	
REM & RESTL FLS BEAK	EA	2	\$1,290.86			2	\$645.4300	\$1,290.86
ADJ FIRE HYDRANT	EA	4	\$3,032.52		4		\$758.1300	
ADJ MANHOLE	EA	6	\$2,729.28		1	5	\$454.8800	\$2,274.40
SPBGR, TY-A, 9' PST	FT	1725	\$42,814.50		632	1093	\$24.8200	\$27,128.26
TRAF BAR TERM, TY-1 SP	EA	4	\$12,595.12			4	\$3,148.7800	\$12,595.12
BIT MATS (PRIME COAT)	LB	45823	\$28,868.49		23239.18	22583.82	\$0.6300	\$14,227.81
BIT MATS (TACK COAT)	LB	33860	\$30,135.40		11276.18	22583.82	\$0.8900	\$20,099.60
CONST LAYOUT	LS	1	\$31,902.28			1	\$31,902.2800	\$31,902.28
POLY HMA SC, C N50	TN	1809	\$139,709.07			1809	\$77.2300	\$139,709.07
POLY HMA BC, 9.5, N50	TN	723	\$60,305.43			723	\$83.4100	\$60,305.43
HMA BC, 9.5, N50	TN	1210	\$79,134.00			1210	\$65.4000	\$79,134.00
HMA BC, 19, N90	TN	2688	\$160,876.80			2688	\$59.8500	\$160,876.80
HMA SHLD, 4" (MULFORD)	SY	1146	\$19,596.60			1146	\$17.1000	\$19,596.60
LEVEL BINDER, N50, (MM)	TN	976	\$57,300.96		301.94	674.06	\$58.7100	\$39,574.06
Total			\$3,382,826.77	Total			\$3,117,821.37	
Miscellaneous Extras and Credits				Values				
6" CONCRETE DRIVEWAY (60.34 SY @ \$97.05/SY)				\$5,856.32				
2- 25' SHORT RADIUS & 2 ATTCH TO STRUCTURE (\$3080.00 LS)				\$3,080.00				
REM 50' SBPGR & INSTALL 2- 15' SHORT RADIUS (\$4800.OO LS)				\$4,800.00				
BERNER FOODS ENTRANCES- REINSTALL 15" RCCP (291' @ \$99.65/FT)				\$28,998.15				
BERNER FOODS ENT- REINSTALL 15" RCCP END SEC (6 @ \$1103.37/EA)				\$6,620.22				

Printed 11/24/21

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BLR 13230 (Rev. 05/13/21)

Local Public Agency		County	Route(s) (Street/Road)	Section Number
Winnebago County Highway Department		Winnebago	CH 11 & CH 60	14-00563-00-WR


Miscellaneous Debits		Total Miscellaneous Extras and Credits	
		Total Value of Completed Work	
		Deduct Retainage	
		Balance Due of Completed Work	
		Values	
Pay Estimate #1			\$49,354.69
Pay Estimate #2			\$3,167,176.06
Pay Estimate #3			
Pay Estimate #4			\$3,167,176.06
Pay Estimate #5			
Pay Estimate #6			\$275,764.41
Pay Estimate #7			\$119,595.62
Pay Estimate #8			\$432,353.27
Pay Estimate #9			\$421,922.33
			\$524,171.08
			\$717,765.51
			\$343,503.86
			\$95,282.87
			\$34,433.14
		Total Miscellaneous Debits	\$2,964,792.09
		Net Cost of Section	\$202,383.97
		Previous Payments	
		Net Amount Due	\$202,383.97

☐ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).  
☒ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.  
☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Winnebago County Highway Department	Winnebago	CH 11 & CH 60	14-00563-00-WR

Resident Engineer	Date	Prepared by	Title
	11/24/21	Andrew C Limberg	Project Manager

Local Agency	Date	Approved Regional Engineer	Date



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** December 14, 2021

**Resolution Title:** Resolution Authorizing the Execution of an Intergovernmental Grant Agreement with the State of Illinois, , Illinois Emergency Management Agency and a Service Agreement with Region 1 Planning Council to Update the County's Surface Water Management Ordinance (Section: 21-00703-00-ES)

**County Code:** PWC Resolution #21-043

**Board Meeting Date:** Tuesday, December 21, .2021

## Budget Information:

<b>Was item budgeted?</b>	<b>Appropriation Amount:</b> \$ 20,000.00
<b>If not, explain funding source:</b> County Highway via IEMA grant	
<b>ORG/OBJ/Project Code:</b> 461-46332	<b>Budget Impact:</b> \$ 0 (fully reimbursed)

## Background Information:

The County has been awarded a grant (\$21,600) from the State (IEMA) to update our Surface Water Management Ordinance. R1 Planning Council has the expertise and has made a proposal to do this work for a not to exceed amount of \$20,000.

## Recommendation:

We recommend approval to receive the grant and conduct this needed update.

## Contract/Agreement:

Both agreements will be executed after approval by County Board

## Legal Review:

By the State Attorney's office

## Follow-Up:

R1 will start work soon after approval and it should be completed within 6 months. Reimbursement to the County by IEMA will be as work proceeds.

**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 GRANT AGREEMENT WITH THE STATE OF ILLINOIS,  
ILLINOIS EMERGENCY MANAGEMENT AGENCY AND A  
SERVICE AGREEMENT WITH REGION 1 PLANNING COUNCIL TO  
UPDATE THE COUNTY'S SURFACE WATER MANAGEMENT ORDINANCE  
(SECTION 21-00703-00-ES)**

**WHEREAS** for the purpose of reducing flood damages caused by development in floodplains and controlling runoff increased by the construction of impervious surfaces, the Winnebago County Board adopted the County's Surface Water Management Ordinance (2006 CO 98) on August 24, 2006 ; and

**WHEREAS** said ordinance has not been updated since it was adopted; and

**WHEREAS** the County has received \$21,600.00 in grant funds from the State of Illinois, Illinois Emergency Management Agency to update the County's Surface Water Management Ordinance; and

**WHEREAS** Region 1 Planning Council has offered to provide professional services to update the County's Surface Water Management Ordinance at a not to exceed price of \$20,000.00

**WHEREAS** it would be in the public interest to enter into: the attached Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency (the "GRANT") to receive \$21,600.00 in grant funds; and the attached Professional Services Agreement with Region 1 Planning Council (the "AGREEMENT") to update the County's Surface Water Management Ordinance at a not to exceed price of \$20,000.00.

**NOW THEREFORE BE IT RESOLVED** that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a "Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency" and a "Professional Services Agreement" with Region 1 Planning Council to update the County's Surface Water Management Ordinance at a not to exceed price of \$20,000.00 both forms substantially as attached hereto; and

**BE IT FURTHER RESOLVED** that the GRANT and 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

\_\_\_\_\_

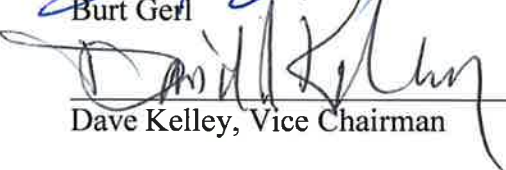
Angela Fellars



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



**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND  
Winnebago County**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and Winnebago County (Grantee), with its principal office at 424 N. Springfield Ave., Rockford, IL 61101, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 010243822 is Grantee's correct DUNS number, that "UEI" is Grantee's correct UEI, if applicable, that 36-6006681 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$21,600.00**, of which \$20,250.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in Exhibit C. **As part of this award, the Grantee is receiving \$1,350.00 in Sub-Recipient Management Costs. All Sub-Recipient Management Costs are 100% federally funded and require no non-Federal contribution match as outlined in Exhibit C.**

1.3. Identification Numbers. The Federal Award Identification number is FEMA-4461.21-F-DR-IL, the federal awarding agency is the Federal Emergency Management Agency. If applicable, the Assistance Listing Program Title is Hazard Mitigation Grant Program (HMGP). The Catalog of State Financial Assistance (CSFA) Number is 97-039. The State Award Identification Number is 449-30741.

1.4. Term. This Agreement shall be effective on 3-18-2021, and shall expire on 3-18-2024, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Emergency Management Agency**

**[WINNEBAGO COUNTY]**

By: \_\_\_\_\_  
Alicia Tate-Nadeau, Director

By: Mr. Joe Chiarelli, County Board Chairman  
Signature of Authorized Representative

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

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

By: \_\_\_\_\_  
Signature of Designee

By: \_\_\_\_\_  
Signature of Designee

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

Printed Name: Joe Chiarelli

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

Printed Title: Board Chairman, Winnebago County

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS number, (iv) has a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget Period” has the same meaning as in 2 CFR 200.1.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Administrative Code 7000.30

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” or “CYEFR” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Administrative Code 7000.30.

"Period of Performance" has the same meaning as in 2 CFR 200.1.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.

#### **ARTICLE IV PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-Award costs are not permitted unless specifically authorized by the Grantor. If they are authorized, pre-award costs must be charged to the initial Budget Period of the award, unless otherwise specified by the Grantor. 2 CFR 200.458

4.3. Return of Grant Funds. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305 (b) (9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440 (b) (2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot

reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee).

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812); (30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit H. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate,

the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520. Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Drone Purchase.** Grantee certifies that, in accordance with guidelines issued from the U.S. Department of Home Security, no grant funds will be utilized to purchase an Unmanned Aircraft System (drone) or any components of a drone whose manufactured origin is the country of China.

(s) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(t) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(u) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

## ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## ARTICLE XI LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with

the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e) shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2

CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and, in the format, required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO and PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequence for failure to comply, 44 Ill. Admin Code 7000.80.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. 14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established

for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.1. 15.2. Consolidated Year-End Financial Reports. (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

#### 15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly Traded Entities. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

#### **ARTICLE XVI TERMINATION; SUSPENSION**

##### **16.1. Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**  
**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-

recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that require that all sub-grantees adhere to the terms of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were wither misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

#### **ARTICLE XVIII NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### **ARTICLE XIX REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should

Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. **Applicability.** This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

20.2. **Agreement Disclosure.** Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

20.3. **Copies upon Request.** Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## **ARTICLE XXI CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

22.4. Equipment instructions. Grantee must obtain disposition instructions from Grantor when equipment purchased in whole or in part with Grant Funds are no longer needed for their original purpose. The Grantee shall properly maintain, track, use, store and ensure the equipment according to applicable best practices, manufacture's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used

in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

#### **ARTICLE XXIV INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

#### **ARTICLE XXV LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through H, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control, 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to **Error! Reference source not found.**; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in **Error! Reference source not found.**; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

The Grantor has been awarded a grant, FEMA-4461.21-F-DR-IL from the Federal Emergency Management Agency (FEMA) in accordance with the Hazard Mitigation Grant Program. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation planning program is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse local governments (such as Grantee) for costs to develop, revise, adopt and publish newly revised Winnebago County Floodplain and Stormwater Management Ordinances.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the approved scope of work.

The Grantee is required to provide an approved and adopted Winnebago County Surface Water Management Ordinance (WC-SWMO) which will address flooding related hazards within Winnebago County. Components of this plan must include, but are not limited to:

- Identify actions for risk reduction that are agreed upon by stakeholders and the public.
- Increase education and awareness regarding threats, hazards and vulnerabilities;
- Build partnerships for risk reduction involving government, organizations, businesses and the public;
- Identify long-term, broadly supported strategies for risk reduction;
- Align risk reduction with other state, tribal or community objectives;
- Identify implementation approaches that focus resources on the greatest risks and vulnerabilities; and
- Communicate priorities to potential sources of funding.

In addition, Project Deliverables as outlined in the FEMA HMGP Project Management Report are:

1. Copy of the updated ordinance for Winnebago County.
2. A narrative describing the method or process of evaluating other ordinances.
3. A narrative summarizing stakeholder engagement efforts.
4. Adoption resolution of the updated ordinance from Winnebago County.
5. Financial reconciliation (federal share expended, match funds expended, final total project cost).

EXHIBIT C

PAYMENT

Grantee shall receive approximately \$20,250.00 and a Sub Recipient Management Cost of approximately \$1,350.00 under this Agreement.

Project	Title	Sub-recipient	Federal Share	Sub-recipient Management Costs
4461.21-F	Winnebago County Surface Water Management Ordinance Update	Winnebago County	\$20,250	\$1,350

Cost Estimate

106.2 - Other Non Construction

Federal Share: \$ 20,250.00

Item Name	Grant Budget Class	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
RPC Phase 1 - Client Development	Contractual	Contractual	10.00	Hour	\$ 110.00	\$ 1,100.00
RPC Phase 2 - Research	Contractual	Contractual	55.00	Hour	\$ 110.00	\$ 6,050.00
RPC Phase 3 - Drafting	Contractual	Contractual	55.00	Hour	\$ 110.00	\$ 6,050.00
RPC Phase 4 - Review	Contractual	Personnel	15.00	Hour	\$ 110.00	\$ 1,650.00
RPC Phase 5 - Adoption	Contractual	Contractual	15.00	Hour	\$ 110.00	\$ 1,650.00
RPC Contingency (21%)	Contractual	Contractual	1.00	Each	\$ 3,500.00	\$ 3,500.00
Winnebago County	Contractual	Personnel	100.00	Hour	\$ 70.00	\$ 7,000.00
					Total Cost	\$ 27,000.00

Total Project Cost Estimate: \$ 27,000.00

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA  
 Attention: State Hazard Mitigation Officer  
 1035 Outer Park Drive  
 Springfield, IL 62704  
 Fax: (217)782-8753

EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Sam Al-Basha \_\_\_\_\_  
Title: State Hazard Mitigation Officer \_\_\_\_\_  
Address: 1035 Outer Park Drive, Springfield, IL 62704  
  
Phone: 217-785-9942 \_\_\_\_\_  
TTY#: \_\_\_\_\_  
Fax#: 217-782-8753 \_\_\_\_\_  
E-mail Address: sam.m.al-basha@illinois.gov \_\_\_\_\_

**GRANTEE CONTACT**

Name: Mr. Sean M. Von Bergen \_\_\_\_\_  
Title: Civil Engineer \_\_\_\_\_  
Address: 424 N. Springfield Ave., \_\_\_\_\_  
Rockford, IL 61101 \_\_\_\_\_  
Phone: 815-319-4034 \_\_\_\_\_  
TTY #: \_\_\_\_\_  
Fax #: 815-319-4001 \_\_\_\_\_  
E-mail Address: svonbergen@wincoil.us \_\_\_\_\_  
Additional Information: \_\_\_\_\_

**EXHIBIT E**  
**PERFORMANCE MEASURES**

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

To ensure adequate time for review and the provision of technical assistance, IEMA requests that all Sub Grantees make reasonable attempts to submit the required form by the 5<sup>th</sup> day following the end of each quarter.

<u>Period Covered</u>	<u>QPR Requested Submission Date</u>	<u>QPR Mandatory Deadline</u>
October 1 – December 31	January 5th	January 15th
January 1 – March 31	April 5th	April 15th
April 1 – June 30	July 5 <sup>th</sup>	July 15th
July 1 – September 30	October 5 <sup>th</sup>	October 15th

Submit the Quarterly Status Reports and all supporting documents to [ema.mitigation@illinois.gov](mailto:ema.mitigation@illinois.gov)

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

**EXHIBIT G**

**STATE AGENCY CONTRACTS**

N/A

**EXHIBIT H**

**SPECIFIC CONDITIONS**

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement. The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.
2. The Grantee is aware that the grant program requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Grantee is required to provide and/or secure the full non-Federal share for mitigation activities.
3. The Grantee may send a written request to the Grantor for a portion of the total contract amount upon the following conditions:
  - a) The Grantee will spend the funds requested within a twenty-day period after receipt of the funds from Grantor. Additional funds may be drawn upon request, based on need and the ability to spend within a twenty-day period;
  - b) The Grantee cannot receive more than 75% of the Federal share of the funds until the plan is completed and submitted to FEMA; and
  - c) The Grantee cannot receive more than 90% of the Federal share of the funds until the plan is approved by FEMA and adopted by the Grantee.
4. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
5. FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period. The amount recouped will be based on the following guidelines:
  - a) Jurisdictions with plans that have been approved pending adoption by the FEMA Regional Office, but are not yet formally adopted (in accordance with FEMA regulations) by the end of the performance period, must return a minimum of 10% of the grant award.
  - b) Jurisdictions with plans that have been reviewed by the FEMA Regional Office, but require changes in order to meet the minimum requirements, must return a minimum of 25% of the grant award if the required changes have not been made by the end of the performance period.
  - c) Jurisdictions with plans that have not been submitted to the FEMA Regional Office for review by the end of the performance period must return 100% of the grant award.
  - d) If the payment request is denied, the applicant will be so advised in writing and given the reason for the denial.
6. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan

document

7. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within two years unless an amendment is executed in accordance with Paragraph 26.5.

**Regional Planning Council (RPC)**  
**Professional Services Agreement**  
**PWC #21-043**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of "month", 2021, (the "Effective Date") by and between **Region 1 Planning Council ("RPC")** and **Winnebago County ("Client")**.

WHEREAS, Client wishes to obtain the professional services of RPC; and,

WHEREAS, RPC has the knowledge, skill, and capability to perform such services for Client.

NOW THEREFORE, in consideration of the foregoing, RPC agrees to provide services to Client under the terms and conditions of this Agreement.

1. **Services.** Client hereby retains RPC to provide planning services ("Services") as follows:

(a) Purpose: RPC staff shall work with designated Client representatives to update the **Winnebago County Surface Water Management Ordinance (August 24<sup>th</sup>, 2006)** ("the update").

(b) Scope: Work on the update shall include project management, internal and external meetings, research, ordinance and document development, internal and external review, presentation, and adoption. The update will be completed to standards and guiding principles established by local, state, and federal statutes, codes, and regulations where applicable. including:

- Research of existing language, regulatory standards, and state and federally accepted language-including, but not limited to: McHenry, Lake, DuPage Counties Surface Water Management Ordinance(s), Flooding Ordinance(s), and Stormwater Ordinance(s) and other related information; Illinois Department of Natural Resources- Model Stormwater Management Ordinance; related federal, state, and local code(s), regulation(s), and ordinance(s) to ensure compliance; and adopted Winnebago County Surface Water Management Ordinance (August 24<sup>th</sup>, 2006 version), and other;
- Coordination with Winnebago County agencies and local municipalities during process including, but not limited to: Winnebago County Highway Department, Winnebago County State's Attorney's Office, Winnebago County Planning and Zoning Department, local municipal governments, and other;
- Drafting updated Surface Water Management Ordinance (SWMO)
  - Updating language to reflect current federal and state regulatory minimally accepted standards to improve enforceability,
  - Including language in the SWMO with defined, enforceable language relating to stormwater management, stormwater easements, stormwater detention, natural drainage-way flow path protections, and other.
- Facilitating county and local municipal review of final SWMO;
- Other project related items as requested by Winnebago County Highway Department.

(c) Completion Date: Services to be performed under this Agreement shall be completed no later than ***to Be Jointly Determined by the Client and RPC.***

Materials required by RPC from Client to complete the proposal will be requested in writing (via email).

Information required to meet the plan deadlines will be provided by Client to the RPC on a timely basis. Without timely reply, RPC cannot guarantee timely completion of the plan to meet submission deadlines.

- (d) Estimated Cost per Hour and Hours: In exchange for the Services provided by RPC to the Client under the terms of this Agreement, the Client shall pay RPC for work performed:

Services	Hours	Total
Project Management, Research, and Drafting through <b>COMPLETION DATE</b> .	180	\$20,000
<b>Total Maximum:</b>	<i>180 hours</i>	<i>Not to exceed \$20,000</i>

If for any reason more time is needed to prepare and submit the plan, RPC shall inform Client of the reason for the deviation, the estimated amount of additional time needed, and the associated cost difference, as soon the need for the change is known. Client will be afforded the opportunity to amend this agreement to accommodate the change or to cancel the project with no further obligation to RPC for any additional services rendered.

Client agrees that the number of hours needed to complete the plan will depend in part on the quantity, quality, and relevance of materials furnished by Client to RPC staff. Accordingly, the more information provided to RPC by Client, the less time will be needed to complete the proposal. The aforementioned estimate of hours is provided for planning purposes only and the actual amount billed to the Client will be based on the amount of time actually spent preparing the plan. Client will receive a detailed accounting of time, billed in quarter-hour increments (15 minutes), with all invoices.

- (e) Assignment of Personnel: RPC may, at its sole discretion, assign RPC personnel to perform the Services under this Agreement. However, RPC shall not transfer this Agreement or performance of this Agreement to another individual or firm.
- (f) Maximum Price: In no event shall the total amount charged for work performed under this Agreement exceed **\$20,000 (twenty thousand)** unless agreed to in writing by the parties.

2. **Term**. This Agreement will begin on the Effective Date and will remain in full force and effect for a term of one calendar year, unless the Agreement term is extended by mutual written agreement of the parties or is terminated in accordance with Section 6.
3. **Payment**. RPC shall issue monthly invoices to Client for work performed under this Agreement. Fees shall be paid by Client pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
4. **Confidentiality**. Unless otherwise required by law, RPC will exercise reasonable effort to maintain in confidence information disclosed or submitted to RPC by Client as confidential information. Confidential information does not include information that:
- (a) is generally available in the public domain or becomes available to the public through no act of RPC; or
  - (b) is independently known by RPC prior to receipt; or
  - (c) made available to RPC as a matter of lawful right by a third party.

Unless otherwise required by law, all reports, documents, and other deliverables created by RPC pursuant

to the terms of this Agreement shall be treated as confidential and will not be made available to any unintended third party without the prior written approval of Client.

5. **Intellectual Property.** No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by either party.
6. **Termination.** Either party may terminate this Agreement for material breach upon thirty (30) days written notice, during which time the party alleged to have breached may cure. Additionally, either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Upon termination, Client shall pay RPC for all Services rendered up to and including the effective date of termination pursuant to the Local Government Prompt Payment Act. .

If the Client opts to terminate the Agreement, all drafts in process will be turned over in an editable format and all associated account information needed to submit an application will be transmitted to Client within 48 hours or no less than 12 hours prior to the plan submission deadline, whichever is sooner. In the event that Client elects to terminate the Agreement within the 24 hours directly preceding a plan deadline, the termination must be made both in writing (email) and verbally (by phone or in person) in order to ensure drafts and account information can be turned over prior to the plan deadline.

7. **Relationship of the Parties.** The parties acknowledge and agree that the Services performed by RPC, its employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an agent or representative of the other party and has no authority to bind or commit the other party to any agreements or other obligations except those that are within the scope of Services to be provided under this Agreement.
8. **Indemnification.** Client agrees to indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client or its sub client under this Agreement, including but not limited to provision of data and information used for reporting purposes. Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with Client's use of deliverables provided under this Agreement. If Client fails to provide information that is needed for the completion of the project, or such information is incorrect, RPC is not liable unless RPC was aware of the inaccuracy or was unaware of the inaccuracy as a result of negligence. Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

In the event that Client elects to cancel the Agreement for any reason other than a material breach, RPC is hereby indemnified from any losses, potential or actual, incurred by Client as a result of the plan not being submitted. RPC is further indemnified from any losses, potential or actual, incurred by Client as a result of plan materials that are incomplete or of poor quality due to termination of the Agreement.

RPC shall indemnify, hold harmless the Client, the Client's elected and appointed officials, employees and agents from any and all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expenses of defense arising from any loss, damage, injury, death, or loss or damage to property (collectively the "Claims"), to the extent such Claims result from the performance of this Agreement or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of RPC in its performance under this Agreement.

- 9. Representations and Warranties.** RPC represents and warrants that:
- (a) it will perform the Services with reasonable care and skill; and
  - (b) the Services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
- 10. Severability.** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.
- 11. Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois.
- 12. Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

**Region 1 Planning Council**

By:

Name: Michael Dunn Jr.

Title: Executive Director

Date:

**Winnebago County**

By:

Name: Joseph Chiarelli

Title: County Board Chairman

Date:

**Attest: Winnebago County**

By:

Name: Lori Gummow

Title: County Clerk and Recorder

Date:

The following personnel are assigned as the primary contacts for each party

Purpose	Region 1 Planning Council	Winnebago County
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815) 319-4180	Carlos Molina <a href="mailto:cmolina@wincoil.us">cmolina@wincoil.us</a> (815) 391-4000
Services	Sydney Turner <a href="mailto:sturner@r1planning.org">sturner@r1planning.org</a> (815) 319-4185	Sean Von Bergen <a href="mailto:svonbergen@wincoil.us">svonbergen@wincoil.us</a> (815) 319-4034
Billing	Accounting <a href="mailto:accounting@r1planning.org">accounting@r1planning.org</a> (815) 319-4180	Becky Miller <a href="mailto:bmiller@wincoil.us">bmiller@wincoil.us</a> (815) 319-4012
Mail	127 N Wyman St, Suite 100 Rockford, IL 61101	424 North Springfield Avenue Rockford, IL 61101

## ITEM A1

### Estimated Project Hour Breakdown:

Phase	Task	Estimated Hours
<b>1</b>	<b>Client Development</b>	<b>10 (total)</b>
<b>2</b>	<b>Research</b>	<b>60 (total)</b>
	<ul style="list-style-type: none"> <li>McHenry County Review</li> <li>Lake County Review</li> <li>DuPage County Review (or similar)</li> <li>State legal requirements</li> <li>County legal requirement</li> <li>IDNR: WRO: Model Ordinance</li> <li>Other (related)</li> </ul>	
<b>3</b>	<b>Drafting</b>	<b>74 (total)</b>
	<ul style="list-style-type: none"> <li>Title</li> <li>Purpose</li> <li>Abbreviations</li> <li>Definitions</li> <li><b>Scope of Regulation</b> <ul style="list-style-type: none"> <li>Regulated Development</li> <li>Exempted Development</li> <li>Reduced Standards for Specific Developments</li> </ul> </li> <li>Application/General requirements</li> <li>General permits</li> <li>Development permits</li> <li><b>Flooding</b> <ul style="list-style-type: none"> <li>River and Surface</li> <li>Applicability and severability</li> <li>Stormwater Management</li> <li>Applicability and severability</li> </ul> </li> <li>Administrative Review Act</li> <li>Administration</li> <li>Enforcement</li> <li>Penalty for violation of article</li> <li><b>Variances and Appeals</b> <ul style="list-style-type: none"> <li>Variances</li> <li>Appeals</li> </ul> </li> <li>Reserved</li> <li>Disclaimer of liability</li> <li>Abrogation and Greater Restrictions</li> <li>Amendments</li> </ul>	

<b>4</b>	<b>Review (Internal)</b>	<b>14 (total)</b>
	Review (External: Winnebago County Highway Department)	0
	Review (External: Winnebago County State's Attorney's Office)	0
<b>5</b>	<b>Adoption (Winnebago County)</b>	<b>14 (total)</b>
	Adoption (Municipal)	5
<b>0</b>	<b>Other expenses (as approved by client)</b>	-
	<b>Total estimated hours:</b>	172
	<b>5% Contingency:*</b>	8
	<b>Final (Total+5%):</b>	180

\*5% included for assumed a margin of hour overage

#### Budget by Phase:

Phase	Personnel	Hours	Per Hour Rate*	Total Personnel Cost
1	Planner	10	\$110	\$1,100
2	Planner	60	\$110	\$6,600
3	Planner	74	\$110	\$8,140
4	Planner	14	\$110	\$1,540
5	Planner	14	\$110	\$1,540
<b>Total Personnel</b>		<b>172</b>	-	<b>\$18,920</b>
Other expenses (as approved by client)		-	-	\$200
5% Contingency		8	\$110	\$880
<b>Estimated Total Budget</b>		<b>180</b>		<b>\$20,000</b>

\*Per Hour Rate covers salary and fringe.



September 9, 2021

Sean Von Bergen, Civil Engineer  
Winnebago County Highway Department  
424 N. Springfield Ave  
Rockford, Illinois 61101  
815-319-4000  
[svonbergen@wincoil.us](mailto:svonbergen@wincoil.us)

Dear Mr. Von Bergen,

**Subject: Request for update of Winnebago County Surface Water Management Ordinance Update**

The Region 1 Planning Council [R1PC] is happy to submit a proposal in response to the Winnebago County Highway Department's [WCHD] request to complete an update of the Winnebago County Surface Water Management Ordinance [SWMO]. The attached Professional Services Agreement [the proposal] outlines the work proposed and includes our organizations' proposed approach to the project and addresses the information requirements that you outlined during the initial request on February 5<sup>th</sup>, 2020.

The R1PC has the in-depth knowledge, capability, and understanding of this subject area and would be excited to undertake the project under the direction of the WCHD. The R1PC offers your organization timely completion of services, a competitive cost for services provided, and a team of staff with extensive knowledge in a number of service areas; including, but not limited to, government relations, planning, and grant writing. Our two organizations have a well-established relationship and we would be pleased to continue to offer services to Winnebago County on this project and in the future.

We would be pleased to answer any questions you might have regarding our proposal.

Thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

Sydney Turner  
Director of Regional Planning

Attachments:

**A1 - Estimated project hour breakdown**

**A2 - Professional Services Agreement [Proposal]**

# **Public Safety & Judiciary Committee**



# Resolution Executive Summary

**Prepared By:** Purchasing on behalf of the WCSO  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** December 15, 2021  
**Resolution Title:** Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail  
**Board Meeting Date:** December 21, 2021  
**Budget Information:**

<b>Was item budgeted?</b>	N/A	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b> Revenue generating contract		
<b>ORG/OBJ/Project Code:</b>	Inmate Commissary Account	<b>Budget Impact:</b> N/A

**Background Information:** The Purchasing Department sent out Request for Proposals for Jail Telecommunication Services, with Global Tel\*Link Corporation (GTL) being awarded the multi-year commission generating contract. The contract terms allowed for amendments or adjustments of services, as needed, when the conditions are agreed upon by both the County and GTL.

Amendment #4 addresses the following FCC changes:

*The Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements. This has led to lowering of rates for inmate telephone services.*

Amendment #4 language is as follows:

The commission payable to the Premises Provider under the Agreement shall be \$0.17 per minute of each completed billable ITS call ("ITS Commission"), which shall be paid within forty-five (45) days following the month in which the call took place. Company agrees to provide Premises Provider with a minimum annual guarantee ("MAG") of (\$870,000) per year, with respect to ITS Commission, under this Agreement. Should the total annual ITS Commission for each individual year exceed the MAG, Company agrees to pay the difference between the MAG and the ITS Commission received during that year.

**Recommendation:** Superintendent Redmond recommends approval of GTL's Amendment 4.

**Contract/Agreement:** Amendment 4 to the **GTL Master Services Agreement** has been reviewed by the SAO and all recommendations were incorporated.

**Follow-Up:** Purchasing Department will route GTL Amendment 4 for signature from Winnebago County Board Chairman Chiarelli and the Sheriff.

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

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

**2021 CR**

---

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO AMEND CONTRACT FOR  
TELECOMMUNICATION SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL**

---

**WHEREAS**, the Purchasing Department accepted Request for Proposals for Jail Telecommunication Services in June of 2017; and

**WHEREAS**, Global Tel\*Link Corporation (GTL) was awarded the multi-year commission generating contract which allowed for amendments and/or adjustments of services as necessary; and

**WHEREAS**, in May 2021, the Federal Communications Division (FCC) issued an Order on Reconsideration which mandated rate caps for inmate telephone service charges, thus lowering the rates; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed Amendment 4, RESOLUTION EXHIBIT A, for the aforementioned service and recommends amending the contract; 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, a contract amendment with GLOBAL TEL\*LINK CORPORATION (GTL); and

**BE IT FURTHER RESOLVED**, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Superintendent, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,

**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BURT GERL, CHAIRMAN

\_\_\_\_\_  
BURT GERL, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, VICE CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, VICE CHAIRMAN

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
BRAD LINDMARK

\_\_\_\_\_  
BRAD LINDMARK

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
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.

ATTESTED BY:

\_\_\_\_\_  
**LORI GUMMOW**

CLERK OF THE COUNTY BOARD

OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**JOSEPH CHIARELLI**

CHAIRMAN OF THE COUNTY BOARD

OF THE COUNTY OF WINNEBAGO, ILLINOIS

## RESOLUTION EXHIBIT A

### AMENDMENT # 4 TO MASTER SERVICES AGREEMENT

This Amendment # 4 (“Amendment”) takes effect as of the date signed by all parties listed in this Preamble, (the “Effective Date”), and amends and revises that certain **Master Services Agreement** dated August 14, 2017, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation on behalf of itself and its Affiliates with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and County of Winnebago, and the Winnebago County Sheriff’s Office with an address of 650 W. State Street, Rockford, Illinois 61102 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Federal Communications Commission (“FCC”) issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided below.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

**The Parties acknowledge that the following changes, modifications, and amendments to Inmate Telephone Service Schedule were made effective as of October 26, 2021, the effective date of the FCC Order:**

1. Inmate Telephone Service Schedule, “Rate and Charges for Inmate Telephone Services”, *Section 4* is deleted and amended to read as follows:

**Inmate Telephone Services.**

- a) Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.21 per minute of use.
- b) Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.21 per minute of use.
- c) International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company’s website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

**Ancillary Service Charges.**

The Parties acknowledge that the following changes, modifications and amendments to the Ancillary Service Charges, in compliance with FCC Rule 64.6020 and the rules adopted by Illinois statute (730 ILCS 5/3-4-1), *to the extent not already in effect by prior order or statute*, shall be made effective as of October 26, 2021, the effective date of the FCC Order and shall be as follows:

No per call surcharge, account set up fee, bill statement fee, monthly account maintenance charge, or refund fee is permitted to be charged in Department of Corrections facilities.

As per (HB 3653), persons who are in police custody have the right to communicate free of charge with an attorney of their choice and members of their family as soon as possible upon being taken into police custody, but no later than 3 hours after arrival at the first place of custody. Persons in police custody must be given: (1) access to use of a telephone via a land line or cellular phone to make 3 phone calls at no charge; and (2) the ability to retrieve phone numbers contained in their cell phone contact list, prior to the phone being placed into inventory.

2. Inmate Telephone Service Schedule, “Rates and Charges for Inmate Telephone Services”, *Section 3* is deleted and amended to read as follows:

The commission payable to the Premises Provider under the Agreement shall be \$0.17 per minute of each completed billable ITS call (“ITS Commission”), which shall be paid within forty-five (45) days following the month in which the call took place. Company agrees to provide Premises Provider with a minimum annual guarantee (“MAG”) of eight hundred seventy thousand dollars (\$870,000) per year, with respect to ITS Commission, under this Agreement. Should the total annual ITS Commission for each individual year exceed the MAG, Company agrees to pay the difference between the MAG and the ITS Commission received during that year.

In addition, the commission payable to the Premises Provider by Company under the Agreement shall include an annual bonus (“Annual Bonus”) of forty-eight thousand dollars (\$48,000), payable within 30 days of March 31, 2022, and every subsequent anniversary of the March 31, 2022, date that the Agreement remains in effect. The foregoing commission, contained in Paragraph numbered 2 herein, shall replace any and all ITS

commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

All remaining language in Section 3, including any amendment(s) thereto, is without modification and remains in full force and effect.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.**

**Company**  
**Global Tel\*Link Corporation on behalf of**  
**itself and its Affiliates**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Premises Provider**  
**County of Winnebago**

By: \_\_\_\_\_  
Name: Joseph V. Chiarelli  
Title: Winnebago County Board Chairman  
Date: \_\_\_\_\_

**Winnebago County Sheriff's Office**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Resolution Executive Summary

**Prepared By:** Purchasing Department on behalf of Facilities  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** December 15, 2021  
**Resolution Title:** Renewing Annual Maintenance Agreement for X-Ray Scanners  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** December 21, 2021

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$30,800
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> Multiple	<b>Budget Impact:</b> None/Budgeted

**Background Information:** Annual maintenance agreement with AutoClear, LLC on seven County owned X-Ray machines. The agreement has been annually renewed since 2012.

12000-01721	Three X-Ray Scanners Criminal Justice Center \$13,200
12000-01056	One X-Ray Scanner Juvenile Justice Center \$4,400
12000-01526	One X-Ray Scanner Adult Probation 526 \$4,400
12000-27000	Two X-Ray Machines Public Safety Building (Courthouse Complex) \$8,800

MODEL: **AC6848** SERIAL # **121025P#235MESM**  
MODEL: **AC6848** SERIAL # **130122P#08MESM**  
MODEL: **AC6848** SERIAL # **130124P#09MESM**  
MODEL: **AC6848** SERIAL # **121025P#236MESM**  
MODEL: **AC6848** SERIAL # **121107P#253MESM**  
MODEL: **AC6848** SERIAL # **121107P#252MESM**  
MODEL: **AC6848** SERIAL # **121106P#249MESM**

**Recommendation:** Facilities Maintenance recommends approval. This maintenance agreement includes two radiation checks and calibrations per year/machine.

**Contract/Agreement:** The agreement is for one year. See Resolution Exhibit A. Rates are the same as last year.

**Legal Review:** Normal maintenance agreement

**Follow-Up:** Facilities Maintenance will complete the annual registration of all building X-Ray scanning machines with IEMA.

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

Sponsored by: Burt Gerl

Submitted by: Public Safety and Judiciary Committee

**2021 CR**

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**RESOLUTION RENEWING THE ANNUAL MAINTENANCE AGREEMENT FOR X-RAY  
SCANNERS**

---

**WHEREAS**, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in 2012 from AutoClear, LLC; and,

MODEL: **AC6848** SERIAL # **121025P#235MESM**

MODEL: **AC6848** SERIAL # **130122P#08MESM**

MODEL: **AC6848** SERIAL # **130124P#09MESM**

MODEL: **AC6848** SERIAL # **121025P#236MESM**

MODEL: **AC6848** SERIAL # **121107P#253MESM**

MODEL: **AC6848** SERIAL # **121107P#252MESM**

MODEL: **AC6848** SERIAL # **121106P#249MESM**

**WHEREAS**, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

**WHEREAS**, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

**WHEREAS**, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400) per unit, for a total of THIRTY-THOUSAND EIGHT HUNDRED DOLLARS (\$30,800); and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement, Resolution Exhibit A, and recommends renewal; and

**WHEREAS**, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned purchase shall be as follows:

<b>12000-01721:</b>	<b>3 X-Ray Machines</b>	<b>\$13,200</b>
<b>12000-01056:</b>	<b>1 X-Ray Machine</b>	<b>\$ 4,400</b>
<b>12000-01526:</b>	<b>1 X-Ray Machine</b>	<b>\$ 4,400</b>
<b>12000-27000:</b>	<b>2 X-Ray Machines</b>	<b>\$ 8,800</b>

**NOW, THEREFORE, BE IT RESOLVED**, that any agreement entered into by the County pursuant to the authority granted in this Resolution shall have substantially the same terms as those contained in the agreement, which is attached to this Resolution as Resolution Exhibit A.

**BE IT FURTHER RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Facilities Engineer is hereby directed and authorized to renew the AutoClear, LLC Annual Maintenance Agreement with AutoClear, LLC and to issue a purchase order to AUTOCLEAR, LLC, 10A BLOOMFIELD AVENUE PINE BROOK, NJ 07058 in the amount of THIRTY THOUSAND EIGHT HUNDRED DOLLARS (\$30,800) for payment of the one year agreement.

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

Respectfully Submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

---

BURT GERL, CHAIRMAN

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BURT GERL, CHAIRMAN

---

AARON BOOKER, VICE CHAIRMAN

---

AARON BOOKER, VICE CHAIRMAN

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ANGIE GORAL

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ANGIE GORAL

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BRAD LINDMARK

---

BRAD LINDMARK

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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DOROTHY REDD

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DOROTHY REDD

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

ATTESTED BY:

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**LORI GUMMOW**

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

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**JOSEPH CHIARELLI**

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

## Resolution Exhibit A

# AUTOCLEAR

10A BLOOMFIELD AVE, PINE BROOK, NJ 07058

Tel: 973-276-6000;

Fax: 973-276-6166

## ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:

Winnebago County  
650 West State St  
Rockford, IL 61101

GSA ACCOUNT: \_\_\_\_\_

ATTN: Ann Johns

PHONE: 815-319-4386

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
<u>AC6848</u>	<u>121025P#235MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>130122P#08MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>130124P#09MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121025P#236MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121107P#253MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121107P#252MESM</u>	<u>01/28/22 – 01/17/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121106P#249MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>

TOTAL: \$30,800

THERE ARE 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR WITH THE PLATINUM LEVEL. TO BE SCHEDULED BY THE ACCOUNT.

PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
DATE

ACCEPTED BY AUTOCLEAR \_\_\_\_\_ DATE: \_\_\_\_\_

AUTOCLEAR,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.



## Resolution Executive Summary

Prepared By: John Giliberti, Assistant State's Attorney  
Committee: Public Safety and Judiciary Committee  
Committee Date: 12-15-2021  
Resolution Title: Resolution Approving an Intergovernmental Agreement between the County of Winnebago, Illinois and Community College District 511 for a Cold Forming Training Program at the Winnebago County Justice Center and Tech Bus Storage at 720 Chestnut Street, Rockford, Illinois.

County Code: Not Applicable.

Board Meeting Date: 12-21-2021

### Budget Information:

Was item budgeted? n/a	Appropriation Amount: n/a
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a	Budget Impact: None

Background Information: Rock Valley College wishes to move out of its cold forming training center at 424 Buckbee Street in Rockford. The County has a warehouse room in the Justice Center that can house the training for both inmates as well as the general public. Rock Valley also would like to store its tech bus at the building owned by the County at 720 Chestnut Street in Rockford during the winter.

Recommendation: Staff concurs.

Contract/Agreement: This is a five-year intergovernmental agreement between the County and Rock Valley to lease a warehouse room at the Justice Center and space at a County building at 720 Chestnut Street, each at \$1 per year.

Legal Review: The State's Attorney's Office reviewed the intergovernmental agreement.

Follow-Up: N/A.

December 21, 2021 Board Meeting

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

2021 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BERT GERL

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND COMMUNITY COLLEGE DISTRICT 511 FOR A COLD FORMING  
TRAINING PROGRAM AT THE WINNEBAGO COUNTY JUSTICE CENTER AND  
TECH BUS STORAGE AT 720 CHESTNUT STREET, ROCKFORD, ILLINOIS**

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

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

**WHEREAS**, the Board of Trustees of Illinois Community College District No. 511, doing business as Rock Valley College (hereinafter "RVC") is a public community college operating and in existence under the Illinois Public Community College Act (110 ILCS 805/1-1 *et seq.* and is a "special district" which is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, cold forming is a manufacturing process through which a series of die parts are pressed into specific shapes at present temperatures; and

**WHEREAS**, RVC has a cold forming training program which works to give individuals core skills in the process of cold forming and cold heading; and

**WHEREAS**, RVC has requested to utilize a warehouse room located in the basement of the Winnebago County Justice Center located at 650 Chestnut Street, Rockford, Illinois for RVC's cold forming training program to train inmates of the Winnebago County Jail and the general public; and

**WHEREAS**, the County, with input from the Office of the Winnebago County Sheriff, is willing to lease a warehouse room at 650 W. State Street, Rockford, Illinois to RVC for its cold forming training program; and

**WHEREAS**, RVC has also requested to store its Tech Bus during the winter months at the property owned by the County at 720 Chestnut Street, Rockford, Illinois; and

**WHEREAS**, the County is willing to lease the property at 720 Chestnut Street, Rockford, Illinois to RVC to store its Tech Bus at said property during the winter months; and

**WHEREAS**, it would be in the best interests of the citizens of Winnebago County, Illinois for the County to lease a warehouse room at the Winnebago County Justice Center at 650 W. State Street, Rockford, Illinois to RVC for its cold forming training program and to lease the property at 720 Chestnut Street, Rockford, Illinois to RVC to store its Tech Bus at said property during the winter months.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Board of Trustees of Illinois Community College District No. 511, doing business as Rock Valley College, attached hereto.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

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

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

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

\_\_\_\_\_  
Bert Gerl, Chairman

\_\_\_\_\_  
Bert Gerl, Chairman

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Aaron Booker

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

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

\_\_\_\_\_  
Brad Lindmark

\_\_\_\_\_  
Brad Lindmark

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Tim Nabors

\_\_\_\_\_  
Tim Nabors

\_\_\_\_\_  
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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN COMMUNITY COLLEGE DISTRICT 511 AND  
THE COUNTY OF WINNEBAGO, ILLINOIS

**THIS AGREEMENT** ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and among the COUNTY OF WINNEBAGO, Illinois (hereinafter "County") and COMMUNITY COLLEGE DISTRICT 511 d/b/a ROCK VALLEY COLLEGE, with its principal office located at 3301 N Mulford Road, Rockford, Illinois, an Illinois public community college district (hereinafter "College" or "RVC") (collectively, the "Parties").

**WHEREAS**, the College has established the Cold Forming Training Center at 424 Buckbee Street, Rockford Illinois. This site consists of a lab area and a small classroom. The lab area has several pieces of cold forming equipment "header machines" and machine tools. Most of the cold forming equipment was donated to the College for this program. The College is the owner of this equipment; and

**WHEREAS**, the College wishes to move out of the 424 Buckbee Street address and is looking for a location to move their Cold Forming equipment while it develops a plan to either develop a permanent location for the program or liquidate the equipment. In addition, the College needs a place to store the RVC Tech Bus during the winter months that is out of the elements; and

**WHEREAS**, the County owns and operates the Criminal Justice Center (CJC) building located at 650 W State Street, Rockford Illinois. This building lodges the Winnebago County Sheriff's Office. The building also lodges the Winnebago County Jail and has loading docks and industrial rated floors and electrical ability to accommodate the Cold Forming Equipment. The County also owns 720 Chestnut Street Rockford, Illinois. This building is an old industry building with a large enclosed loading dock bay.

**WHEREAS**, both parties have an existing agreement to conduct Computer Numerically Controlled ("CNC") training for inmates at Winnebago County Jail that is very successful. Both parties are interested in expanding the existing training to include a Cold Forming Training curriculum that can be utilized by the County to train inmates and by the College to train the general public; and

**NOW, THEREFORE**, the Parties agree as follows concerning the relationship between the County and the College:

**I. LOCATION**

- A. The County agrees to lease a room called the "Southwest Garage Warehouse Room 0109", consisting of a room approximately 50 x 70 feet, located in the basement of the CJC to the College for the fee of one dollar (\$1) per year to utilize as the Cold Forming Training Center. This area is located next to the Winnebago County Jail and inmates can exit the jail and enter directly into the classroom location. In addition, traditional RVC students (non-inmates) shall be able to access the area from the lower level entrance of the CJC located near the loading docks. Traditional RVC students (non-inmates) and RVC instructors shall be subject to security screening when entering the Southwest Garage Warehouse Room. The County also agrees to provide parking spots for up to 8 RVC students and one instructor during times when RVC will be conducting training for these students. The County will provide access to restroom facilities located in the loading dock area of the CJC for RVC Students and access to and from the building for breaks, and/or lunch.
- B. The County also agrees to lease the large enclosed loading dock space located at 720 Chestnut Street to the College for the fee of one dollar (\$1) per year to utilize as an indoor storage location for the RVC Tech Bus. The effective dates of said storage for the RVC Tech Bus will be from the second full week of December to the third full week of March each year. The College agrees to leave a key in the bus to allow the County to move the Bus as needed in order to move other County equipment or material into or out of the building. The County agrees to pay for any damages to the Tech Bus should a County employee damage the bus during any movement. Should the County not wish to move the bus, RVC shall make available a RVC employee to move the bus for the County, at no charge. The County must give the College as much advance notice as possible but at least a four hour notice if RVC is requested to move the bus. All individuals, whether County or RVC, shall have the proper licensing in the State of Illinois to operate a bus.

**II. MOVING OF EQUIPMENT AND ALTERATIONS**

The College agrees to move the listed equipment (see Appendix A) into the CJC Southwest Garage Warehouse Room 0109 located at 650 W. State at no cost to the County. RVC shall, after completion of section IV Inmate Class Contract, utilize an electrical contractor to install the necessary electrical needed for the installation of the Cold Forming Equipment, with RVC paying the entire cost of said necessary electrical for said installation of the Cold Forming Equipment. Any and all necessary said electrical needed for said installation of the Cold Forming Equipment must receive written consent from the County's Facilities Engineer before installation. In addition, RVC shall work with an HVAC contractor to determine if any necessary exhaust system is needed and install the necessary exhaust system at no cost whatsoever to the County. Any and all necessary said exhaust system must receive written consent from the County's Facilities Engineer before installation. The College is under no obligation to install the equipment referenced in this Section II or any other equipment, and has the discretion whether to proceed with the installation after receiving the County's consent.

**III. OTHER EQUIPMENT**

The College agrees to also provide classroom tables, chairs, white board, tools and other supplies necessary to conduct the training for inmate and RVC student Cold Forming classes.

**IV. INMATE CLASS CONTRACT**

The County agrees to work with the RVC Business and Professional Institute to develop a contract and fee structure for RVC to provide the curriculum and educational instruction to Winnebago County inmates, similar in nature to the original CNC instructional program that currently exists.

**V. TIMELINE**

Due to RVC's need to be out of the current location for the Cold Forming Training Program site by December 31, 2021 both parties agree to the following items:

- RVC shall be allowed to move all equipment (see Appendix A) into the CJC Southwest Garage Warehouse Room 0109 during the month of December 2021.

- The County shall have the Southwest Garage Warehouse Room 0109 free and clear of all materials and items that are currently in said Room, except for the air compressor for smoke control, by December 10, 2021.
- Parties shall work on to develop the Inmate Class Contract and after an agreement is reached, RVC shall complete the installation of the electrical and any HVAC requirements.

#### **VI. INDEMINIFICATION AND HOLD HARMLESS.**

To the fullest extent permitted by law, each Party to this Agreement shall protect, indemnify, save, defend, and hold harmless the other Party, including its, officers, individual board members, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damage to any property or any injury to any person occurring in, on or about Southwest Garage Warehouse Room 0109, penalties, causes of action, costs and expenses, arising indirectly or directly in connection with or under, or as a result of this Agreement, but only to the extent caused by any negligent or wrongful act or omission of the indemnifying Party. The Party providing the indemnification shall be allowed to raise on behalf of the other Party any and all statutory and/or common law defenses to such claim or action which the other Party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq. (1991).

#### **VII. MISCELLANEOUS**

- A. **Term and Termination.** The term of this Agreement shall be for the period commencing December 1, 2021, at 00:01 hours, and expiring on December 1, 2026, at 24:00 hours, unless terminated earlier. Either party may terminate this IGA at any time, for any reason, by providing to the other party ninety (90) days advance written notice. This IGA shall be automatically extended (upon the same terms and conditions) for a one-year term commencing on July 1, 2021 and on July 1 of each subsequent year (if applicable), unless either party has provided to the other party ninety (90) days advanced written notice of non-extension.

- B. **Notices.** All notices which are required or permitted to be given by either Party to the other pursuant to any provisions of this Agreement shall be in writing, and delivered personally (including delivery by a regular messenger or courier service), by overnight express deliver, or by mail. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt request, postage prepaid and shall be deemed delivered two (2) business days after posting. Personally delivered notices and notices deliver by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery. The notice addresses of the Parties are as follows:

For Rock Valley College:

Rick Jenks  
Vice President of Operations / Chief Operation Officer  
Rock Valley College  
3301 N Mulford Rd.  
Rockford, IL 61114

For Winnebago County:

Gary Carauna  
Winnebago County Sheriff  
650 W State St.  
Rockford, IL 61102

Shawn Franks  
Facilities Engineer  
Winnebago County Facilities  
400 W. State St., Room 020  
Rockford, IL 61101

- C. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each remaining term and provision hereof shall be deemed valid and enforceable to the fullest extent permitted by law.

- D. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the original. Faxed or electronic signature will be accepted as originals.
- E. Choice of Law. This Agreement is governed and construed in accordance with the laws of the State of Illinois to the extent applicable.
- F. Authorization. Both Parties hereto acknowledge and represent that their respective boards/councils have fully approved this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago County, Illinois.

**BOARD OF TRUSTEES OF  
ROCK VALLEY COLLEGE**

By: Jane S. Jundelung  
Its: Chairperson

**ATTEST:**

By: Robert S. Sloan  
Its: Secretary  
Date: 11.23.21

**COUNTY OF WINNEBAGO, ILLINOS**

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

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**WINNEBAGO COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Gary Caruana  
Winnebago County Sheriff

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



## Resolution Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Public Safety and Judiciary

**Committee Date:** December 15, 2021

**Resolution Title:** Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

**Board Meeting Date:** December 21, 2021

### Budget Information:

<b>Was item budgeted?</b>	Yes	<b>Appropriation Amount:</b>	\$136,891.17
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	60900-02150	<b>Budget Impact:</b>	N/A

### Background Information:

The Department of Justice for Office on Violence against Women funds a Winnebago County Enhanced Training and Services to End Abuse in Later Life Grant. This AILL grant seeks to address elder abuse, neglect and exploitation, domestic violence, dating violence, sexual assault, and stalking against victims who are age 50 or over. AILL funding provides for administrative support, increased stakeholder collaboration, direct services, and training for community and court partners.

**Recommendation:** The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) Agreement with Remedies Renewing Lives, Inc.
- 2) Agreement with the City of Rockford
- 3) Agreement with Rockford Area Sexual Assault Counseling
- 4) Agreement with Prairie State Legal Services
- 5) Agreement MercyHealth at Home

**Contract/Agreement:** See attached.

**Legal Review:** Reviewed by Winnebago County State's Attorney's Office

**Follow-Up:** N/A

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

Sponsored by: Burt Gerl, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee  
2021 CR

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**RESOLUTION AUTHORIZING SERVICE AGREEMENTS FOR  
THE ABUSE IN LATER LIFE GRANT**

---

**WHEREAS**, Winnebago County and the 17th Judicial Circuit Court have been awarded a Justice for Families Grant from the Department of Justice Office on Violence Against Women; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A, an Agreement from the City of Rockford, Resolution Exhibit B, an Agreement with Rockford Sexual Assault Counseling, Inc, Resolution Exhibit C, an Agreement with Prairie State Legal Services, Resolution Exhibit D, and an Agreement with MercyHealth at Home, Resolution Exhibit E, for services in connection with the aforementioned grant award; and

**WHEREAS**, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-02150;

**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 above referenced Agreement with Remedies Renewing Lives, Inc., Agreement with the City of Rockford, Agreement with Rockford Sexual Assault Counseling, Agreement with Prairie State Legal Services, and Agreement with MercyHealth at Home.

**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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Remedies Renewing Lives staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Becky Winstead at a hourly rate of \$37.35 up to 22 hours and Casey Bachochin at an hourly rate of \$25.63 up to 24 hours for a total amount not to exceed \$1,436.82 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

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

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and

passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak  
400 W. State Street  
Suite 215  
Rockford, IL 61101

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

Remedies Renewing Lives  
Attn: Becky Winstead  
220 Easton Parkway  
Rockford, IL 61108

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

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No

amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENEWING LIVES

By:  \_\_\_\_\_  
Gary Halbach, Executive Director

Exhibit A

Remedies Renewing Lives			
Name of Consultant	Service Provided	Computation	Cost
Becky Winstead	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$37.35/hr x 22 hours	\$821.70
Casey Bachochin	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$25.63 x 24 hours	\$615.12
Consultant Subtotal			<b>\$1,436.82</b>

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND THE CITY OF ROCKFORD**

This Agreement is made and entered into this 1st day of December, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and the City of Rockford with an address at 425 East State Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on December 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) The Abuse in Later Life Advocate will provide advocacy services and outreach to victims/survivors of domestic violence, sexual assault, stalking or elder abuse age 50 and older. The Abuse in Later Advocate will participate in outreach efforts to increase awareness of services provided, and participate in Coordinated Community Response (CCR) meetings, events, activities and trainings. The Abuse in Later Life Advocate will travel as necessary to provide services, outreach, attend meetings and fulfill duties of position. A supervisor of Subcontractor shall provide one hour of supervision for the Abuse Later Life Advocate per week.

Supplies will be provided to the Abuse in Later Life Advocate by the County and Court to the extent authorized under the terms of the Grant.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses an

the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Abuse in Later Life Advocate at the annual rate of \$42,000 and for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (flat rate), Life Insurance (flat rate), Health Insurance (flat rate) and Retirement (10.99%), for a total amount not to exceed \$64,440.00 over the term of this 11-month Agreement. The County agrees to pay Subcontractor for the mileage of the Abuse in Later Life Advocate at a rate up to .575 per mile up to 2,600 miles for a total amount not to exceed \$1,495.00 over the term of this 10-month Agreement.

(c) The County agrees to pay Subcontractor for the services of a supervisor of the Abuse in Later Life Advocate at a rate of \$54.70 per hour (calculated including fringe benefit costs) up to 44 hours for a total amount not to exceed \$2,406.80 for the term of this 10-month Agreement.

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

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

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

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

#### 4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

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

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

#### **7. Termination:**

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

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

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

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

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

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

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within

thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

City of Rockford  
Attn: Jennifer Cacciapaglia  
315 N. Main St.  
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or

utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

CITY OF ROCKFORD

By: \_\_\_\_\_  
Thomas P. McNamara, Mayor of the City of Rockford

## Exhibit A

<b>Family Peace Center Budget</b> <b>Abuse in Later Life Grant Project FY 2021-2022 (10 months)</b>			
<b>Name of Consultant</b>	<b>Service Provided</b>	<b>Computation</b>	<b>Cost</b>
Abuse in Later Life Advocate	Provide advocacy services, outreach, and attend meetings, events, activities and trainings.	\$42,000 annual salary: \$3,500 monthly x 10 months  Fringe: FICA @7.65% Retirement @ 10.99% Workers Comp @ .28% Health Ins. (Flat Rate) Life Ins. (Flat Rate) Unemployment (Flat Rate) Fringe Total Salary & Fringe:	\$35,000          \$2,677.50 \$3,846.50 \$98.00 \$22,750. \$34.00 \$34.00 \$29,440.00 <b>\$64,440.00</b>
Deputy Director	Travel necessary to provide advocacy and outreach and attend meetings, events, activities and trainings.	Up to .575 per mile x 2,600 miles	<b>\$1,495.</b>
	Provide one hour per week of supervision for the Abuse in Later Life Advocate.	\$72,634. annual salary: \$6,053. monthly x 10 months= \$60,530. Fringe: FICA @7.65% - \$4,630.55 Retirement @ 10.99%= \$6,652. Workers Comp @ .28%= \$169.48 Health Ins. (Flat Rate) - \$22,750. Life Ins. (Flat Rate)- \$34.00 Unemployment (Flat Rate)- \$34.00 Fringe Total: \$34,270.03 Salary & Fringe: \$94,800.03 /1,733 hours=\$54.70 hourly rate x 44 hours	<b>\$2,406.80</b>
<b>Total</b>			<b>\$68,341.80</b>

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND ROCKFORD SEXUAL ASSAULT  
COUNSELING**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Sexual Assault Counseling, with an address at 4990 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Rockford Sexual Assault Counseling staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older. Subcontractor will provide up to 572 hours of individual and group counseling services for survivors of abuse in later life age 50 and older.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Erica Engler at a hourly rate of \$43.07 up to 22 hours, Paula Peterson at a hourly rate of \$28.33 up to 30 hours and for counseling services at a hourly rate of \$25.00 up to 572 hours, for a total amount not to exceed \$16,097.44 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

#### **7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak  
400 W. State Street  
Suite 215  
Rockford, IL 61101

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

Rockford Sexual Assault Counseling  
Attn: Erica Engler  
4990 East State Street  
Rockford, IL 61108

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

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD SEXUAL ASSAULT COUNSELING

By: Erica Engler  
Erica Engler, Executive Director

Exhibit A

<b>Rockford Sexual Assault Counseling (RSAC)</b>			
<b>Name of Consultant</b>	<b>Service Provided</b>	<b>Computation</b>	<b>Cost</b>
Erica Engler, Executive Director	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$43.07 x 22 hours	\$947.54
Paula Peterson, Legal Advocate	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$28.33 x 30 hours	\$849.90
Individual/ Group Counseling	Up to 572 hours of individual and/or group counseling	\$25.00 per hour x 572 hours= \$14,300.	\$14,300.
<b>RSAC TOTAL</b>			<b>\$16,097.44</b>

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Prairie State Legal Services, with an address at 303 N. Main Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Prairie State Attorneys shall provide up to a total of 104 hours of civil legal assistance for adults age 50 and older who are victims/survivors of domestic violence, sexual assault, stalking or elder abuse. Civil legal assistance can be provided in assisting with temporary or plenary order of protection, removal of abuser's name from a legal document or other legal assistance deemed necessary for the immediate safety of the survivor seeking services. The Managing Attorney of Prairie State Legal Services Rockford branch offices shall provide supervision and administrative oversight to Staff Attorneys who provide civil legal assistance through this grant program.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of its attorneys and an hourly rate of \$81.25, up to a total of 104 hours, for a total amount not to exceed \$9,295.00. Not more than 10% of the hours may be for the services of the Managing Attorney for the supervision and administrative oversight of the Staff Attorneys.

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

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

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

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

4. **Records:**

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

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

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor. However, in accordance with the Illinois Code of Professional Conduct, subcontractor shall have no obligation to disclose or produce any materials containing information relating to the representation of a client of Subcontractor.

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

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

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

#### **7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or

demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

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

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

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

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

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

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

Anna Grzelak  
400 W. State Street  
Suite 215  
Rockford, IL 61101

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

Prairie State Legal Services  
Attn: Jesse Hodierne  
303 North Main Street  
Rockford, IL 61101

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

PRAIRIE STATE LEGAL SERVICES

By: Michael O'Connor  
Michael O'Connor, Executive Director

Exhibit A

Prairie State Legal Services			
Name of Consultant or Position	Service Provided	Computation	Cost
Staff Attorneys	Civil Legal Services	\$81.25 per hour x 2 hours per week for a total of 104 hours $\$81.25 \times 104 = \$8,450.$	\$8,450.
Attorney Jesse Hodierne or Managing Attorney	Supervision of Staff Attorneys/Civil Legal Services	10% of Staff Attorney's cost allocated for supervision	\$845.
<b>Consultant Subtotal</b>			<b>\$9,295.</b>

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND MERCYHEALTH AT HOME**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Mercyhealth at Home Adult Protective Services, with an address at 4223 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Mercyhealth at Home Adult Protective Services staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, events and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Yvonne Anderson at a hourly rate of \$65.00 up to 14 hours and Courtney Miller at a hourly rate of \$45.00 up to 30 hours for a total amount not to exceed \$2,260.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make

audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

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

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

**7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak  
400 W. State Street  
Suite 215  
Rockford, IL 61101

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

Mercyhealth at Home  
Attn: Vice President  
4223 East State Street  
Rockford, IL 61108

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

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By:

\_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

MERCYHEALTH VISITING NURSES ASSOCIATION, INC.

By:

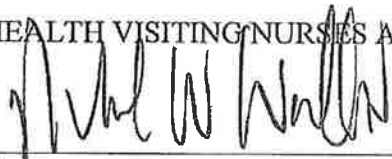
  
\_\_\_\_\_  
Robert W. Walters, Vice President of Home Care

Exhibit A

<b>Mercyhealth at Home – Adult Protective Services</b>			
<b>Name of Consultant</b>	<b>Service Provided</b>	<b>Computation</b>	<b>Cost</b>
Yvonne Anderson, Supervisor of Adult Protective Services	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$65.00/hr x 14 hours	\$910.00
Courtney Miller	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$45.00 x 30 hours	\$1,350.00
<b>Consultant Subtotal</b>			<b>\$2,260.00</b>



## Resolution Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Public Safety and Judiciary

**Committee Date:** December 15, 2021

**Resolution Title:** Resolution Authorizing Agreements for the Justice for Families Grant

**Board Meeting Date:** December 21, 2021

### Budget Information:

<b>Was item budgeted?</b>	Yes	<b>Appropriation Amount:</b>	\$182,958.00
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	60900-01069	<b>Budget Impact:</b>	N/A

### Background Information:

The Department of Justice Office on Violence against Women funds a Justice for Families Grant. This JFF grant supports the work and enhancement of the 17<sup>th</sup> Judicial Circuit's Domestic Violence Coordinated Courts. JFF funding provides for administrative support, increased stakeholder collaboration, survivor advocacy, and training for community and court partners.

**Recommendation:** The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) Agreement with Remedies Renewing Lives, Inc.
- 2) Agreement with City of Rockford
- 3) Agreement with Rockford Alliance Against Sexual Assault Exploitation
- 4) Agreement with YWCA Northwestern Illinois
- 5) Agreement with RAMP Center for Independent Living
- 6) Agreement with Prairie State Legal Services
- 7) Agreement with Rockford Sexual Assault Counseling, Inc.

**Contract/Agreement:** See attached.

**Legal Review:** Reviewed by Winnebago County State's Attorney's Office

**Follow-Up:** N/A

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

Sponsored by: Burt Gerl, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee  
2021 CR

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**RESOLUTION AUTHORIZING SERVICE AGREEMENTS FOR  
THE JUSTICE FOR FAMILIES GRANT**

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**WHEREAS**, Winnebago County and the 17th Judicial Circuit Court have been awarded a Justice for Families Grant from the Department of Justice Office on Violence Against Women; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A, an Agreement from the City of Rockford, Resolution Exhibit B, an Agreement with Rockford Alliance Against Sexual Assault Exploitation, Resolution Exhibit C, an Agreement with YWCA Northwestern Illinois, Resolution Exhibit D, an Agreement with Ramp Center for Independent Living, Resolution Exhibit E, an Agreement with Prairie State Legal Services, Resolution Exhibit F, and an Agreement with Rockford Sexual Assault Counseling, Inc, Resolution Exhibit G, for services in connection with the aforementioned grant award; and

**WHEREAS**, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-01069;

**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 above referenced Agreement with Remedies Renewing Lives, Inc., Agreement with the City of Rockford, Agreement with Rockford Alliance Against Sexual Assault Exploitation, Agreement with YWCA Northwestern Illinois, Agreement with Prairie State Legal Services, and Agreement with Rockford Sexual Assault Counseling, Inc.

**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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, THE 17<sup>th</sup> JUDICIAL CIRCUIT  
COURT OF ILLINOIS AND REMEDIES RENEWING LIVES, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Parties recognize that this Remedies Legal Advocate may in addition to these 30 hours provide an additional 10 hours work in the Domestic Violence Assistance Center under the terms of a separate agreement. The Legal Advocate will provide advocacy to victims in the Domestic Violence Coordinated Court (DVCC), with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the DVCC Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearings held in the DVCC. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project. The Legal Advocate will attend DVAC meetings, meeting of the Victim Safety and Security committee, Judges

**A**

and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements.

- b) Remedies' Vice President of Domestic Violence Services will provide supervision to the Remedies Legal Advocate. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project.

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

### 3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate at the hourly rate of \$16.34 for the project for a total amount not to exceed \$25,490.40 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.65%), Worker's Compensation (2%), Unemployment (1%), and Retirement (6%), for a total amount not to exceed \$4,244.15 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate of \$40.37 for the project for a total amount to not exceed \$968.88 over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$33.00, to not exceed \$400.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$3,014.00 over the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required

assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) Lobbying: Subcontractor hereby certifies the following:

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

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

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

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

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

satisfactory to the County as evidence of its insurance coverage in full force and effect.

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

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

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

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

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

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

other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: \_\_\_\_\_  
Gary Halbach

## FY2021 Justice for Families Program Consultants/Contracts Budget Summary

### Remedies Renewing Lives

#### Salary

Position	Year 1	Year 2	Year 3	Total
<b>Remedies Legal Advocate .75FTE</b>	\$33,987.20 x .75FTE = \$25,490.40	x	x	<b>\$25,490.40</b>
<b>Remedies VP of DV Services</b>	\$40.37/hr x 24 hours = \$968.88	x	x	<b>\$968.88</b>
<b>DVAC Remedies Copier Fee</b>	\$33.00/mo x 12 = \$396.00	x	x	<b>\$396.00</b>

#### Benefits/Fringe

Remedies Legal Advocate	Year 1	Year 2	Year 3	Total
FICA (7.65%)	\$25,490.00 x 7.65% = \$1,948.98	x	x	\$1,948.98
Retirement (6%)	\$25,490.00 x 6% = \$1,529.40	x	x	\$1,529.40
Workers Comp (2%)	\$25,490.00 x 2% = \$509.80	x	x	\$509.80
Unemployment (1%)	\$25,490.00 x 1% = \$254.90	x	x	\$254.90
<b>Total</b>	<b>\$4,243.08</b>	x	x	<b>\$4,243.08</b>

The Remedies Legal Advocates will provide comprehensive advocacy to victims seeking an order of protection (OP) in DV civil and criminal courts. The .75 FTE advocate will be located at the Domestic Violence Assistance Center (DVAC) and due to their location in the courthouse, will provide a specialized focus on advocacy throughout and after the OP process, including providing on-site court advocacy. The remaining .25FTE of this position is funded by the Improving Criminal Justice Response (ICJR) grant program which allows for an expansion of advocacy services for OPs heard in family court. Remedies' Vice President of Domestic Violence Services, Becky Winstead, will provide supervision to the Remedies Legal Advocates. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project. The copier fee charge is a prorated cost based on grant-funded staff use of the copier in the DVAC space. Remedies will receive an indirect cost rate of 10%, to not exceed \$3,014.00 per the contractual agreement.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, THE 17<sup>th</sup> JUDICIAL CIRCUIT  
COURT OF ILLINOIS AND CITY OF ROCKFORD, ILLINOIS.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and The City of Rockford with an address at 425 E. State Street, Rockford, Illinois 61104 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Family Peace Center Legal Advocate will work at the City of Rockford Family Peace Center 40 hours per week (1.0 FTE). The Legal Advocate will provide advocacy to victims in the Domestic Violence Coordinated Court (DVCC), with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the DVCC Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during plenary Order of Protection hearings held in the DVCC. The Legal Advocate will attend Domestic Violence Assistance Center ("DVAC") meetings, meeting of the Victim Safety and Security committee, Judges and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate at the annual rate of \$42,000 for Year 1, \$43,260.00 for Year 2, and \$44,557.80 for Year 3 for the project for a total amount not to exceed \$129,817.80 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (flat rate), Life Insurance (flat rate), Health Insurance (flat rate) and Retirement (10.99%), for a total amount not to exceed \$109,516.93 over the term of the Agreement.

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

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

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

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

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed

pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

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

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

#### **7. Termination:**

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

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

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

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

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

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in

accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

City of Rockford  
Family Peace Center  
Attn: Jennifer Cacciapaglia  
315 N. Main St.  
Rockford, IL 61101

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

CITY OF ROCKFORD

By: \_\_\_\_\_  
Thomas P. McNamara, Mayor of the City of Rockford

## FY2021 Justice for Families Program Consultants/Contracts Budget Summary

### Family Peace Center/City of Rockford Legal Advocate

#### Salary

Position	Year 1	Year 2	Year 3	Total
FPC/City of Rockford Legal Advocate 1.0 FTE	\$42,000.00	\$43,260.00	\$44,557.80	\$129, 817.80
<b>Total</b>				<b>\$129, 817.80</b>

#### Benefits/Fringe

FPC/City of Rockford Legal Advocate 1.0 FTE	Year 1	Year 2	Year 3	Total
FICA (7.65%)	\$42,000.00 x 7.65% = \$3,213.00	\$43,260.00 x 7.65% = \$3,309.39	\$44,557.80 x 7.65% = \$3,408.67	\$9,931.06
Retirement (10.99%)	\$42,000 x 10.99% = \$4,615.80	\$43,260.00 x 10.99% = \$4,754.27	\$44,557.80 x 10.99% = \$4,896.90	\$14,266.97
Workers Comp (.28%)	\$42,000 x .28% = \$1,176	\$43,260.00 x .28% = \$1,211.28	\$44,557.80 x .28% = \$1,247.62	\$3,634.90
Health (flat rate-maximum allowable)	\$27,300.00	\$27,300.00	\$27,300.00	\$81,480.00
Life (flat rate)	\$34.00	\$34.00	\$34.00	\$102.00
Unemployment (flat rate)	\$34.00	\$34.00	\$34.00	\$102.00
<b>Total</b>	<b>\$26, 232.80</b>	<b>\$26,502.94</b>	<b>\$26,781.19</b>	<b>\$109,516.93</b>

The 1.0 FTE City of Rockford Family Peace Center advocate will be primarily located at the Family Peace Center (FPC) and will assist those seeking an order of protection from the FPC. This advocate will work with the Case Docket/ Resource Coordinator to coordinate resources and referrals and address issues related to service of OPs. Both advocates will be cross-trained to assist with OPs being filed in both criminal and civil court and will be able to provide advocacy and assistance in both components of the DVCC. Advocates will attend DVAC meetings, meeting of the Victim Safety and Security committee, Judges and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements. Salary and benefit information was provided by the City of Rockford and is consistent with other grant funded positions located at the Family Peace Center. A 3% annual cost of living increase is reflected above.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND ROCKFORD ALLIANCE AGAINST SEXUAL  
EXPLOITATION**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Alliance Against Sexual Exploitation, with an address at PO Box 17062, Rockford, Illinois 61110 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Vice President or Program Director will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of human trafficking survivors. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Program Director or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

#### **7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

Rockford Alliance Against Sexual Exploitation  
Attn: Program Director  
PO Box 17062  
Rockford, IL 61110

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD ALLIANCE AGAINST SEXUAL EXPLOITATION

By: \_\_\_\_\_  
David Gill, Board President

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

### **Consultants**

<b>Consultant</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>YWCA Northwestern Illinois</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Sexual Assault Counseling</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>RAMP</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Alliance Against Sexual Exploitation</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Prairie State Legal Services</b>	\$2,000.00			<b>\$2,000.00</b>

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodiernne, Managing Attorney, Rockford Office,

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND YWCA NORTHWESTERN ILLINOIS**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and YWCA Northwestern Illinois, with an address at 4990 E. State Street Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Chief Administrative Officer, or their designee, will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of immigrant survivors. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee and meetings to establish policies surrounding U-Visa applications.

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

3. **Payment**:

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Chief Administrative Officer or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

#### 7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

YWCA Northwestern Illinois  
Attn: Chief Executive Officer  
4990 E. State St.  
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty, in his capacity as Chief Judge

YWCA NORTHWESTERN ILLINOIS

By: Kris L. Machajewski, President/CEO

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

### **Consultants**

<b>Consultant</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>YWCA Northwestern Illinois</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Sexual Assault Counseling</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>RAMP</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Alliance Against Sexual Exploitation</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Prairie State Legal Services</b>	\$2,000.00			<b>\$2,000.00</b>

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL CIRCUIT COURT OF ILLINOIS AND RAMP CENTER FOR INDEPENDENT LIVING**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and RAMP Center for Independent Living, with an address at 202 Market Street Rockford, Illinois 61107 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Education and Advocacy Coordinator will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of survivors with disabilities. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee.

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

3. **Payment**:

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Education and Advocacy Coordinator or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

#### **7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

RAMP Center for Independent Living  
Attn: Executive Director  
PO Box 7691  
Rockford, IL 61126

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty in his capacity as Chief Judge

RAMP CENTER FOR INDEPENDENT LIVING

By: \_\_\_\_\_  
Jackie Sandquist, Executive Director

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

### **Consultants**

<b>Consultant</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>YWCA Northwestern Illinois</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Sexual Assault Counseling</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>RAMP</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Alliance Against Sexual Exploitation</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Prairie State Legal Services</b>	\$2,000.00			<b>\$2,000.00</b>

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Prairie State Legal Services, with an address at 303 N. Main Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Pro Bono Attorney Coordinator will assist the Domestic Violence Coordinated Courts (DVCC) Project Manager with coordination of the Pro Bono Attorney Project. The Pro Bono Attorney Coordinator will receive referrals from DVCC Legal Advocates, recruit Pro Bono attorney volunteers, and host trainings for pro bono attorneys to ensure attorneys understand the dynamics of domestic violence, sexual assault, stalking, and human trafficking. Prairie State Legal Services will participate in DVCC meetings related to the pro bono attorney project, collaborate with Remedies, the Family Peace Center, and Rockford Sexual Assault Counseling on victim safety training and resources for pro bono attorneys, and partner with Northern Illinois University College of Law on the development of trainings related to legal issues.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Pro Bono Coordinator for the administrative oversight of the Pro Bono Attorney Project at a rate of three percent (3%) of the Coordinator's annual salary and benefits for a total amount not to exceed \$2,000.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement,

Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

#### **7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or

demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

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

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

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

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

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

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

Prairie State Legal Services  
Attn: Managing Attorney  
303 N. Main St.  
Suite 600  
Rockford, IL 61101

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: \_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the

County Board of the County of Winnebago, Illinois

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as Chief Judge

PRAIRIE STATE LEGAL SERVICES

By: \_\_\_\_\_  
Michael O'Connor, Executive Director

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

### **Consultants**

<b>Consultant</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>YWCA Northwestern Illinois</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Sexual Assault Counseling</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>RAMP</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Alliance Against Sexual Exploitation</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Prairie State Legal Services</b>	\$2,000.00			<b>\$2,000.00</b>

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17<sup>th</sup> JUDICIAL  
CIRCUIT COURT OF ILLINOIS AND ROCKFORD SEXUAL ASSAULT  
COUNSELING, INC**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17<sup>th</sup> Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Sexual Assault Counseling, Inc, with an address at 4990 E. State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Executive Director or legal advocate will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of sexual assault survivors. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee and Advocates meetings.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

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

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

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

## **7. Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Domestic Violence Coordinated Court  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

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

Rockford Sexual Assault Counseling, Inc.  
Attn: Executive Director  
4990 E. State St.  
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD SEXUAL ASSAULT COUNSELING, INC.

By: Erica Engler, Executive Director

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

### **Consultants**

<b>Consultant</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>YWCA Northwestern Illinois</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>Rockford Sexual Assault Counseling</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
<b>RAMP</b>	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	<b>\$2,966.56</b>
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<b>Prairie State Legal Services</b>	\$2,000.00			<b>\$2,000.00</b>

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

## **FY2021 Justice for Families Program Consultants/Contracts Budget Summary**

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Finance Committee  
**Committee Date:** December 15, 2021  
**Resolution Title:** Resolution Approving Agreements between the County of Winnebago, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) partners.  
**County Code:** Not applicable  
**Board Meeting Date:** December 21, 2021

### Budget Information:

<b>Was item budgeted?</b>	Yes	<b>Appropriation Amount:</b>	\$455,331.00
<b>If not, explain funding source:</b>	N/A		
<b>ORG/OBJ/Project Code:</b>	N/A	<b>Budget Impact:</b>	N/A

**Background Information:** The County desires to act as Fiscal Agency for the United States Department of Justice, Northern District of Illinois Project Safe Neighborhoods initiative pursuant to the terms of Agreement and retaining ten percent (10%) of the total award which will be applied to a future position of Grants Compliance Manager. Sub-award Agreements are pre-selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice.

**Recommendation:** I recommend the following agreement/sub-agreements, pending final DOJ approval:

1) Agreement with the U.S Department of Justice	\$455,331
2) Sub-award Agreement with Winnebago County State's Attorney's Office	\$100,000
3) Sub-award Agreement with Illinois Department of Corrections	\$100,000
4) Sub-award Agreement with Chicago Police Department	\$ 55,178
5) Sub-award Agreement with Cook County Juvenile Detention Center	\$ 75,000
6) Sub-award Agreement with Heartland Alliance	\$ 75,000

**Contract/Agreement:** See attached.

**Legal Review:** The State's Attorney's Office has reviewed the agreements

**Follow-Up:** Not Applicable

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

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

2021 CR

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**RESOLUTION APPROVING AGREEMENTS BETWEEN THE COUNTY OF WINNEBAGO, THE U.S.  
DEPARTMENT OF JUSTICE, AND PROJECT SAFE NEIGHBORHOODS (PSN) PARTNERS**

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**WHEREAS**, the County of Winnebago's Chairman's Office of Criminal Justice Initiatives has partnered with the U.S. Department of Justice to act as Fiscal Agency to implement Project Safe Neighborhoods; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the DOJ Award Letter, Resolution Exhibit A, sub-award agreements, Resolution Exhibit B, and recommends awarding the agreements; and

**WHEREAS**, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned shall be as follows:

**61400-various-02701**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in the dollar amount of four hundred and fifty-five thousand, three-hundred thirty-one dollars (\$455,331), and sub-agreements with the WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE, in the amount of one-hundred thousand dollars (\$100,000), the ILLINOIS DEPARTMENT OF CORRECTIONS in the amount of one-hundred thousand dollars (\$100,000), the CHICAGO POLICE DEPARTMENT in the amount of fifty-five thousand, one-hundred and seventy-eight (\$55,178) dollars, the COOK COUNTY JUVENILE DETENTION CENTER, in the amount of seventy-five thousand dollars (\$75,000), and HEARTLAND ALLIANCE in the amount of seventy-five thousand dollars (\$75,000).

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned Agreements, in substantially the same form as the Agreements attached hereto as Exhibit B.

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

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chief Financial Officer, and the County Treasurer.

Respectfully Submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

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BURT GERL, CHAIRMAN

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BURT GERL, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, VICE CHAIRMAN

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AARON BOOKER, VICE CHAIRMAN

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ANGIE GORAL

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ANGIE GORAL

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BRAD LINDMARK

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BRAD LINDMARK

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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DOROTHY REDD

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

ATTESTED BY:

\_\_\_\_\_  
**LORI GUMMOW**

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

\_\_\_\_\_  
**JOSEPH CHIARELLI**

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

# RESOLUTION EXHIBIT A

## ✓ Award Letter

December 8, 2021

Dear Marlana Dokken,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WINNEBAGO, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Project Safe Neighborhood. The approved award amount is \$455,331.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon  
Acting Assistant Attorney General

### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial

assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

### **NEPA Letter Type**

#### **OJP - Categorical Exclusion**

### **NEPA Letter**

The FY21 Project Safe Neighborhoods Initiative, represents a strategic approach that brings more “science” into criminal justice operations by leveraging innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs while addressing crime associated with gun crime and gang violence. Awards under this program will implement the five core elements of PSN— partnerships, strategic planning and research integration, training and technical assistance outreach, and accountability, data analysis, and data-informed efforts —to address specific gun crime and gang violence problems in that district.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- 1) New construction;

- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Title 28 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

NEPA Coordinator

First Name

Orbin

Middle Name

—

Last Name

Terry

## ✓ Award Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### Recipient Information

**Recipient Name**

WINNEBAGO, COUNTY OF

**DUNS Number**

010243822

**Street 1**

404 ELM ST STE 104

**Street 2**

—

**City**

ROCKFORD

**State/U.S. Territory**

Illinois

**Zip/Postal Code**

61101

**Country**

United States

**County/Parish**

—

**Province**

—



## Award Details

**Federal Award Date**

12/8/21

**Award Type**

Initial

**Award Number**

15PBJA-21-GG-03019-GUNP

**Supplement Number**

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**Federal Award Amount**

\$455,331.00

**Funding Instrument Type**

Grant

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**Assistance Listing Number   Assistance Listings Program Title**

16.609

Project Safe Neighborhoods

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**Statutory Authority**

34 U.S.C. 60701-60705



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Project Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2021 BJA FY 21 Project Safe

**Awarding Agency**

OJP

Neighborhood

**Application Number**

GRANT13388177

**Program Office**

BJA

**Grant Manager Name** Phone Number

202-598-9490

Stephen Fender

**E-mail Address**

Stephen.Fender@ojp.usdoj.gov

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**Project Title**

Project Safe Neighborhoods, Northern District of Illinois - FY 2021

**Performance Period  
Start Date**

10/01/2021

**Performance Period End  
Date**

09/30/2024

**Budget Period Start  
Date**

10/01/2021

**Budget Period End Date**

09/30/2024

**Project Description**

The proposed project period is October 1, 2021 through September 31, 2024 and seeks to focus on reducing crime in Chicago and Rockford, IL. In Rockford, the focus is City-wide, in Chicago the effort is focused on the seven most violent police districts in the city: 4<sup>th</sup> (South Shore); 7th (Englewood); 9th (Back of the Yards); 10th (Lawndale); 11th (Garfield Park); 15th (Austin); and the newly added 6th District (Auburn/Gresham).

The overarching goal is to reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens. In FY 21, the PSN strategy will fund a range of initiatives to support Chicago crime reduction and the growing crime problem in Rockford.

The NDIL PSN Task Force proposes to address gun trafficking, felon recidivism, youth violence and prevention, gun violence, and gang violence in Chicago. PSN partners in the City of Rockford will continue to address gun violence, gang violence, domestic violence and youth prevention, adding increased prosecution to their strategy this year. While we have a research partner as a member of the PSN Task Force, they are not funded under PSN 2021.

In addition to the development of the Strategic Plan, primary activities include the implementation of the READI for Re-Entry program to conduct pre-release intervention services, coordinating with the Illinois Department of Corrections on parole compliance,

supporting the development a pre-release gang intervention pilot program, and increasing overtime for gun trafficking task force activities. We will also be establishing a Special Assistant United States Attorney in the Winnebago County State's Attorney's Office to work more effectively, prosecuting cases in either State or federal court.

NDIL Task Force members identified the following priorities to be allocated with PSN 2021 funds:

- 18.51% of grant funds will be made available to the *Cook County Juvenile Temporary Detention Center* to create gang prevention programming for youth from Chicago's PSN districts;
- 24.68% will be made available to the *Illinois Department of Corrections* to enhance parole compliance checks in Chicago and Rockford PSN districts;
- 18.51% of funds will be made available to *Heartland Alliance* for re-entry services for those returning to Chicago's PSN districts;
- 24.68% will be made available to the *Winnebago County State's Attorney's Office* to enhance prosecutions in Winnebago County related to the Rockford PSN district; and
- 13.62% is being made available the *Chicago Police Department* to support overtime related to gun trafficking task force activities.



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### 3

#### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### 4

#### Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

### 5

#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by

the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or

refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for

expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 12

### Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 13

### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 15

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the

recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 16

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 17

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 18

### Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 19

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## Employment eligibility verification for hiring under the award

### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of

the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

## 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 25

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 26

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to

contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### 31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### 33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### 34

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### 35

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

### 36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants ([justgrants.usdoj.gov](https://justgrants.usdoj.gov)), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

### 37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

### 38

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete

monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

### 40

The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.

### 41

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the

Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

#### 43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

#### 44

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

#### 45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

#### 46

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

#### 47

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

#### 48

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

#### 49

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

#### 50

##### PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

[Load More](#)



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Acceptance

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before,



## RESOLUTION EXHIBIT B

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Winnebago County State's Attorney's Office</b> Address: 400 W. State St., Suite 619 Rockford, IL 61101 EIN No.: 366006681 DUNS No.: 010243822 SAM Cage Code: 5E1P8 SAM CCR Expiration Date: 10/19/21
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$100,000.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

### AGREEMENT WITH FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This AGREEMENT (hereinafter "Agreement") is entered into this            day of           , 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Winnebago County State's Attorney's Office (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

### RECITALS

**WHEREAS**, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

**WHEREAS**, the Winnebago County State's Attorney's Office has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

**WHEREAS**, the Winnebago County State's Attorney's Office agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

**WHEREAS**, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

**SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.**

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

**SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$100,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

**SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
  - 1) Drawing down federal funds, as needed.
  - 2) Payments to each contractor or Sub recipient.
  - 3) Submitting Grant Adjustment Notices (GANs).
  - 4) Ensuring timely submission of reports.
  - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.

B. The Winnebago County State's Attorney's Office shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

#### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

#### **SECTION 5: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on \_\_\_\_\_, 2021 and remain in place for (       ) years, or unless otherwise terminated as provided in Section 6.

#### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

#### **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

#### **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

## **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

## **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to the WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE:

Winnebago County State's Attorney's Office  
Attn: J. Hanley  
400 W. State St., Ste. 619  
Rockford, Illinois 61101

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 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

## **SECTION 12. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all "pass-through" requirements and Part 200 Uniform requirements.

### **SECTION 13. HEADINGS.**

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

### **SECTION 14. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

### **SECTION 15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute 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 16. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

### **SECTION 17. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**

an Illinois body politic and corporate

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

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

ATTEST:

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

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

Winnebago County State's Attorney's Office

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

## EXHIBIT A

### SCOPE OF WORK STATEMENT

The Winnebago County State's Attorney's Office ("Sub recipient"), in accordance with its Agreement with Winnebago County ("Grantor"), shall perform the work ("Work") which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

<b>1. Provide description of service, program, project to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime.</b>
---

*Intelligence-led Prosecutions*, and the creation and designation of a dedicated major case prosecutor, will focus our limited resources on the relatively small criminal population responsible for most violent crimes committed in our community. This strategy is aimed at reducing crime, particularly violent crime involving firearms, through timely information sharing and close coordination with law enforcement and community partners. This strategic approach will allow our prosecutors to analyze crime trends and focus on prolific offenders – particularly in high crimes areas.

Intelligence-led prosecution aims to bridge the gap between law enforcement and prosecution – and be as proactive as possible. The major case prosecutor will meet bi-weekly with Winnebago County Sheriff's Office, Rockford Police Department, federal agents, and federal prosecutors to obtain intelligence, monitor investigative efforts, and discuss cases that may be ripe for federal prosecution. In addition, the prosecutor and data specialist will create an infrastructure for receiving the intelligence, aggregating it, and using it in proactive investigations and reactive prosecutions. Further, this data will inform and support future prosecutorial efforts.

The major case prosecutor will work more effectively to prosecute cases in either state or federal court as he or she will be designated as a Special Assistant U.S. Attorney. While the state system has many powerful tools to prosecute firearms cases, in some instances, the federal system may be the better avenue and the major case prosecutors will work with the United States Attorney's Office to bring federal charges. Cases that are likely to be referred to the NDIL include:

- A) Modifications to firearms including those that convert a semi-automatic firearm to a fully automatic firearm; and
- B) Possession of a firearm cases in which the defendant has a prior conviction, within the last 15 years, of one or more of the following:
  - First or second-degree murder
  - Attempted first or second-degree murder
  - Aggravated robbery with a firearm
  - Home invasion armed with a firearm
  - Aggravated domestic battery by strangulation.

**2. Describe staffing plan.**

A major case prosecutor will be hired by the office and he or she will begin attending trainings put on by the Department of Justice. Further, the necessary administrative steps will be taken to designate that prosecutor as a SAUSA. Next, a staff person will be designated as support for the major case prosecutor.

It is anticipated that this will be completed by January 1, 2022.

**3. Describe partnerships and how you work together to accomplish goals.**

The primary partners will be NDIL, federal law enforcement agencies (FBI, ATF, DEA) and local law enforcement agencies (Rockford Police). We will work together sharing intelligence and coordinating investigative and prosecutorial efforts. This will be accomplished through regular (bi-weekly) meetings where coordination can be done face to face. Further, we will aim to set up an infrastructure for collecting and sharing data from various investigative sources.

**4. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your program assists in the reduction of gang activity.**

This initiative focuses on violent offenders, particularly those possessing and using firearms. Experience tells us that these offenders often have significant gang ties. As such, the program will target gang members.

**5. If applicable, describe public awareness activities under this program.**

The primary means of notifying the public (and the "street") is through press conferences, press releases which will be picked up by local media outlets and distributed on various social media accounts. Billboards *could* be part of the awareness strategy.

**Scope Revisions:** Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

## EXHIBIT B

### BUDGET and BUDGET NARRATIVE

Budget Detail - Year 1								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
<b>A. Personnel</b>								
Name <small>List each name, if known.</small>	Position <small>List each position, if known.</small>	Computation <small>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</small>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked <small>(# of hours, days, months)</small>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Major Case Prosecutor	\$100,000.00	yearly	1	100%	\$100,000	\$50,000	\$50,000
<b>Total(s)</b>						<b>\$100,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Narrative</b>		Add Additional Narrative Text Area						
<p><b>TITLE:</b> Major Case Prosecutor, <b>REPORTS TO:</b> State's Attorney- First Assistant, <b>STATUS:</b> Exempt, <b>SUPERVISES:</b> yes, <b>EMPLOYMENT:</b> Regular full time/40 hours per week salary</p> <p><b>POSITION SUMMARY-</b> The major case prosecutor will implement "intelligence-led prosecution". The prosecutor, with the aid of an administrative staff person, will create an infrastructure for receiving intelligence, aggregating it, and using it in proactive and reactive investigations and prosecutions. The prosecutor will identify chronic offenders and prioritize prosecutions of those offenders. The prosecutor will work with federal partners at NDIL to identify which cases should be referred for federal prosecution. The prosecutor will be designated as a Special Assistant U.S. Attorney (SAUSA) and serve as a federal prosecutor in certain cases.</p> <p><b>EDUCATION/EXPERIENCE:</b> Position requires a law degree. Previous experience in all aspects of prosecution preferred.</p> <p><b>KNOWLEDGE, SKILLS &amp; ABILITIES:</b> Qualifications: To perform this job successfully, an individual must be able to perform each primary job duty in a satisfactory manner. The requirements listed below are representative of the knowledge, skill and/or ability required / <b>Language Skills:</b> Ability to read, analyze and interpret the law, police and expert reports. Ability to respond to common inquiries or complaints from general public, social service and government agencies, judges, and other attorneys. Ability to write speeches and articles using original or innovative techniques and styles. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to judges, jurors, public groups and other attorneys. / <b>Reasoning Ability:</b> Ability to define problems, collect data, establish facts, and draw valid conclusions. / <b>Organizational Skills:</b> Ability to prepare required filings in a timely manner. / <b>Technological Skills:</b> Ability to utilize various forms of computer software for drafting legal documents as well as in court presentations such as Microsoft Word, Power Point etc. / <b>Communication Skills:</b> Maintain open communication with supervisor and co-workers. Respond promptly to email, voice mail and other requested communication. / <b>Leadership Skills:</b> Ability to supervise and lead employees to perform at higher levels. / <b>Licenses:</b> Must be licensed to practice law in the state of Illinois.</p> <p>MATCH FUND source is the Winnebago County State's Attorney's salary fund, account number 40101.</p>								
<b>B. Fringe Benefits</b>								
Name <small>List each grant-supported position receiving fringe benefits.</small>	Computation <small>Show the basis for computation.</small>					Total Cost	Non-Federal Contribution	Federal Request
Add Benefit	Delete Selected	Base	Rate					
FICA		\$100,000.00	6.20%			\$6,200		\$6,200
Retirement		\$100,000.00	7.14%			\$7,140		\$7,140
Worker's Comp		\$100,000.00	2.27%			\$2,270		\$2,270
Unemployment		\$100,000.00	0.03%			\$30		\$30
Life		\$30.00	100.00%			\$30		\$30
Health		\$22,022.00	100.00%			\$22,022		\$22,022
						\$0		\$0
<b>Total(s)</b>						<b>\$37,692</b>	<b>\$0</b>	<b>\$37,692</b>
<b>Narrative</b>		Add Additional Narrative Text						
<p>\$6,200 (FICA @6.20%) + \$7140 (Retirement @ 7.14%) + \$2270 (Worker's Comp @ (2.27%) \$30 (Unemployment @ .03%) + \$30 (Life, flat) + \$22022 (Health,flat) = Total Fringe Year 1 = \$37692.00</p>								

## Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training  
(DOJ Financial Guide, Section 3.10)

### A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Major Case Prosecutor	\$100,000.00	yearly	1	100%	\$100,000	\$50,000	\$50,000
<b>Total(s)</b>						<b>\$100,000</b>	<b>\$50,000</b>	<b>\$50,000</b>

**Narrative** Add Additional Narrative Text Area

TITLE: Major Case Prosecutor, REPORTS TO: State's Attorney- First Assistant, STATUS: Exempt, SUPERVISES: yes, EMPLOYMENT: Regular full time/40 hours per week salary

POSITION SUMMARY- The major case prosecutor will implement "intelligence-led prosecution". The prosecutor, with the aid of an administrative staff person, will create an infrastructure for receiving intelligence, aggregating it, and using it in proactive and reactive investigations and prosecutions. The prosecutor will identify chronic offenders and prioritize prosecutions of those offenders. The prosecutor will work with federal partners at NDIL to identify which cases should be referred for federal prosecution. The prosecutor will be designated as a Special Assistant U.S. Attorney (SAUSA) and serve as a federal prosecutor in certain cases.

EDUCATION/EXPERIENCE: Position requires a law degree. Previous experience in all aspects of prosecution preferred.

KNOWLEDGE, SKILLS & ABILITIES: Qualifications: To perform this job successfully, an individual must be able to perform each primary job duty in a satisfactory manner. The requirements listed below are representative of the knowledge, skill and/or ability required / Language Skills: Ability to read, analyze and interpret the law, police and expert reports. Ability to respond to common inquiries or complaints from general public, social service and government agencies, judges, and other attorneys. Ability to write speeches and articles using original or innovative techniques and styles. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to judges, jurors, public groups and other attorneys. / Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. / Organizational Skills: Ability to prepare required filings in a timely manner. / Technological Skills: Ability to utilize various forms of computer software for drafting legal documents as well as in court presentations such as Microsoft Word, Power Point etc. / Communication Skills: Maintain open communication with supervisor and co-workers. Respond promptly to email, voice mail and other requested communication. / Leadership Skills: Ability to supervise and lead employees to perform at higher levels. / Licenses: Must be licensed to practice law in the state of Illinois.

MATCH FUND source is the Winnebago County State's Attorney's salary fund, account number 40101.

### B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
Add Benefit	Delete Selected	Base	Rate	Total Cost	Non-Federal Contribution
FICA		\$100,000.00	6.20%	\$6,200	
Retirement		\$100,000.00	7.14%	\$7,140	
Worker's Comp		\$100,000.00	2.27%	\$2,270	
Unemployment		\$100,000.00	0.03%	\$30	
Life		\$30.00	100.00%	\$30	
Health		\$22,022.00	100.00%	\$22,022	
<b>Total(s)</b>				<b>\$37,692</b>	<b>\$0</b>

**Narrative** Add Additional Narrative Text

\$6,200 (FICA @ 6.20%) + \$7140 (Retirement @ 7.14%) + \$2270 (Worker's Comp @ (2.27%) \$30 (Unemployment @ .03%) + \$30 (Life, flat) + \$22022 (Health,flat) = Total Fringe Year 1 = \$37,692

**EXHIBIT C**  
**PERFORMANCE MEASURES / DELIVERABLES / REPORTING**

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/psn). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<b><u>Overall goal of your program:</u></b> <i>To reduce violent crime in Rockford IL</i>			
<b><u>Process Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2022- 12/31/2022</b>	<b><u>Projected</u> 01/01/2023- 12/31/2023</b>
Test, establish, and expand a strategy that enhances prosecutor's ability to more effectively prosecute violent offenders.	The major case prosecutor will have a lesser caseload (appx. 50) with an 85% conviction rate.	Achieved by 12/31/2022	Maintained through 12/31/2023
Foster effective and formalized collaborations with federal law enforcement agencies and the NDIL.	Increase acceptance of referred case for federal prosecution by 20%.	Achieved by 12/31/2022	Maintained through 12/31/2023
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4	4
<b><u>Outcome Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2021- 09/30/2021</b>	<b><u>Projected</u> 01/01/2023- 12/31/2023</b>
Reduce violent crime in Winnebago County.	A 15% reduction in violent (Category 1) crimes in Winnebago County.		Achieved 12/31/2023

<b>DELIVERABLES OR MILESTONES</b>		
<b>Task</b>	<b>Staff Position or Person Responsible</b>	<b>Date Due</b>
Interview and hire major case prosecutor	State's Attorney Hanley, Gina Tarara	January 1, 2022
Interview and hire administrative staff person to support efforts	State's Attorney Hanley, Gina Tarara	January 1, 2022
Submit monthly invoices	Gina Tarara, Christy Skahill	Ongoing

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

<b>REPORTING SCHEDULE</b>		
<b>Reporting Period</b>	<b>Date Required</b>	<b>Due Date</b>
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

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

## EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619 Rockford, IL 61101  Telephone: 815-319-4700 Email: <a href="mailto:gtarara@wincoil.us">gtarara@wincoil.us</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619 Rockford, IL 61101  Telephone: 815-319-4700 Email: <a href="mailto:gtarara@wincoil.us">gtarara@wincoil.us</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619 Rockford, IL 61101  Telephone: 815-319-4700 Email: <a href="mailto:gtarara@wincoil.us">gtarara@wincoil.us</a>

**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Illinois Department of Corrections</b> Address: 1301 Concordia Ct. P.O. Box 19277 Springfield, IL 62794 EIN No.: 37-1282306 DUNS No.: 806811808 SAM Cage Code: 37CEO SAM CCR Expiration Date: March 23, 2022
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$100,000.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

**INTERGOVERNMENTAL AGREEMENT  
FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021**

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Illinois Department of Corrections, an Illinois municipal corporation (hereinafter "Sub recipient"). The County and the Illinois Department of Corrections, are collectively referred to herein as "Parties" or individually as a "Party".

**RECITALS**

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

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

**WHEREAS**, the County and the Illinois Department of Corrections are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

**WHEREAS**, the Illinois Department of Corrections has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

**WHEREAS**, the Illinois Department of Corrections agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

#### **SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.**

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

#### **SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$100,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

### **SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
- 1) Drawing down federal funds, as needed.
  - 2) Payments to each contractor or Sub recipient.
  - 3) Submitting Grant Adjustment Notices (GANs).
  - 4) Ensuring timely submission of reports.
  - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. The Illinois Department of Corrections shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:
- 1) This document
  - 2) Exhibit A – Scope of Work
  - 3) Exhibit B – Budget Detail Worksheet/Narrative
  - 4) Exhibit C – Performance Measures / Reporting
  - 5) Exhibit D – Contacts
  - 6) Exhibit E – Terms, Conditions, and Representations
  - 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

### **SECTION 5: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on \_\_\_\_\_, 2021 and remain in place for (       ) years, or unless otherwise terminated as provided in Section 6.

### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

## **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

## **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

## **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

## **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to the ILLINOIS DEPARTMENT OF CORRECTIONS:

Illinois Department of Corrections  
Attn: Kevin Verbal, Deputy Chief  
Marion Parole Office  
2309 W Main Street  
Marion, IL 62959

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 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

#### **SECTION 12. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

#### **SECTION 13. HEADINGS.**

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

#### **SECTION 14. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

#### **SECTION 15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute 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 16. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### **SECTION 17. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing

their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**

an Illinois body politic and corporate

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

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

ATTEST:

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

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

**ILLINOIS DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

**EXHIBIT A**  
**SCOPE OF WORK STATEMENT**

The Illinois Department of Corrections (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

<b>1. Provide description of project/activities to be supported or delivered by PSN funds, and <u>how it will lead to a reduction in violent crime</u>. <i>Include geographic areas served and target population.</i></b>
Intelligence Parole Agents will conduct Enhanced Parole Compliance initiatives to reduce violent crime in the PSN Districts 4, 6, 7, 9, 10, 11, and 15 in Cook County. We also will conduct Enhanced Parole Compliance initiatives in the PSN city of Rockford. Agents will coordinate with CPD's District-based Intelligence and Rockford's Police Intelligence to identify and respond to issues involving known street gang members 1) being released from an IDOC facility to a PSN district, or 2) who otherwise have ties to, or a presence in a PSN district. These agents will conduct increased individual and coordinated group parole (i.e. Parolee Forums) and compliance checks on these identified parolees/releases to ensure their compliance with parole conditions, and will seek to impose appropriate sanctions when violations are noted.
<b>2. Describe staffing plan.</b>
The staffing plan will consist of 8 Intelligence Parole Agents that are already employed by IDOC. If additional staff are needed for a larger scale Compliance Check additional Parole Agents that are already employed by IDOC will be utilized.
<b>3. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your proposed project/activities assists in the reduction of gang activity.</b>
<p>The PSN forums are a great way to specifically identify parolees that have a violent history or was a victim of a violent crime that are returning to high crime areas. The forums provide a great resource for these individuals to break the cycle of violence, by providing community resources and to also advise them of the consequences (i.e. federal prosecution) that could happen if they choose to continue with their previous behaviors of violence.</p> <p>By partnering with other law enforcement agencies, the IDOC Parole Division will be able to specifically identify individuals on parole that are drivers of violence in PSN districts. The parolees that are identified as drivers of violence can receive a parole compliance check that could result in additional prosecution or parole sanctions depending on what is discovered during the compliance check.</p>
<b>4. If applicable, describe public awareness activities under this program.</b>
The public is aware of the PSN forums as they have community partnerships as resources for the attending.

Task	Staff Position or Person Responsible	Date Due
Submit monthly invoices	Tiffany Richmond- Tiffany.Richmond@illinois.gov	Ongoing
Submit quarterly Periodic Financial Report	Tiffany Richmond- Tiffany.Richmond@illinois.gov	Ongoing
Submit quarterly data report	Tiffany Richmond- Tiffany.Richmond@illinois.gov	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Tiffany Richmond- Tiffany.Richmond@illinois.gov	01/15/2024

**Scope Revisions:** Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

*Intentionally Left Blank*

## EXHIBIT B

### BUDGET and BUDGET NARRATIVE

Budget Detail - Year 1								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
<b>A. Personnel</b>								
Name <small>List each name, if known.</small>	Position <small>List each position, if known.</small>	Computation <small>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</small>						
<input type="button" value="Add Personnel"/>	<input type="button" value="Delete Selected"/>	Salary	Rate	Time Worked (# of hours, days, months)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Parole Agents	\$72.36	hourly	641	100%	\$46,383		\$46,383
<b>Total(s)</b>						<b>\$46,383</b>	<b>\$0</b>	<b>\$46,383</b>
<b>Narrative</b>		Add Additional Narrative Text Area						
$\$72.36 \text{ (OT/HR)} \times 641 \text{ (OT HOURS)} = \$46,383 \text{ (SALARY/YR 1)}$ Parole Agents will provide assistance in the PSN forums which is after their normal shifts. Parole Agents will complete Compliance Checks which will start before their normal shift hours or possibly on off days (i.e. weekends.)								
<b>B. Fringe Benefits</b>								
Name <small>List each grant-supported position receiving fringe benefits.</small>	Computation <small>Show the basis for computation.</small>							
<input type="button" value="Add Benefit"/>	<input type="button" value="Delete Selected"/>	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request		
FICA		\$46,383.00	6.20%	\$2,876		\$2,876		
FICA-Medicare		\$46,383.00	1.45%	\$673		\$673		
<b>Total(s)</b>				<b>\$3,549</b>	<b>\$0</b>	<b>\$3,549</b>		
<b>Narrative</b>		Add Additional Narrative Text						
$\$2,876 \text{ (FICA @ 6.20\%)} + \$673 \text{ (MEDICARE@ 1.45\%)} = \$3,549.00 \text{ (FRINGE/YR 1)}$								

Budget Detail - Year 2								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
<b>A. Personnel</b>								
Name <small>List each name, if known.</small>	Position <small>List each position, if known.</small>	Computation <small>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</small>						
<input type="button" value="Add Personnel"/>	<input type="button" value="Delete Selected"/>	Salary	Rate	Time Worked (# of hours, days, months)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Parole Agents	\$72.36	hourly	643	100%	\$46,509		\$46,509
<b>Total(s)</b>						<b>\$46,509</b>	<b>\$0</b>	<b>\$46,509</b>
<b>Narrative</b>		Add Additional Narrative Text Area						
$\$72.36 \text{ (OT/HR)} \times 642.74 \text{ (OT HOURS)} = \$46,509 \text{ (SALARY/YR 2)}$ Parole Agents will provide assistance in the PSN forums which is after their normal shifts. Parole Agents will complete Compliance Checks which will start before their normal shift hours or possibly on off days (i.e. weekends.)								
<b>B. Fringe Benefits</b>								
Name <small>List each grant-supported position receiving fringe benefits.</small>	Computation <small>Show the basis for computation.</small>							
<input type="button" value="Add Benefit"/>	<input type="button" value="Delete Selected"/>	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request		
FICA		\$46,509.00	6.20%	\$2,884		\$2,884		
FICA-Medicare		\$46,510.00	1.45%	\$675		\$675		
<b>Total(s)</b>				<b>\$3,559</b>	<b>\$0</b>	<b>\$3,559</b>		
<b>Narrative</b>		Add Additional Narrative Text						
$\$2,884 \text{ (FICA @ 6.20\%)} + \$675 \text{ (MEDICARE@ 1.45\%)} = \$3,559.00 \text{ (FRINGE/YR 2)}$								

## EXHIBIT C

### PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/project-safe-neighborhoods-program). Additional measureable outcomes based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<b>Overall goal of your program:</b> To reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens.			
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected 01/01/2022- 12/31/2022</u>	<u>Projected 01/01/2023- 12/31/2023</u>
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4	4
Attend quarterly Deterrence meetings in Rockford	# of Deterrence meetings attended	4	4
Have more PSN forums in Chicago	# of PSN forums	20	20
Complete Specific Compliance Checks in PSN Districts	# of Specific Compliance Checks completed in PSN Districts	100	100
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected 01/01/2021- 09/30/2021</u>	<u>Projected 01/01/2023- 12/31/2023</u>
Continue with more strategies to help reduce violence in PSN Districts	# of new strategies that are brought to the table	2	2
Find different ways parole can become more involved in helping this specific population.	# of different ways that parole has become more involved with this population	2	2
Have more individuals ask for support to get out that environment	Start tracking how many individuals ask for additional support.	10	15
Confiscate weapons and drugs to help reduce violence in that specific area and have those cases adopted by Federal Courts	Have a tracking mechanism of all contraband confiscated and how many people received Federal Prosecution because of it.	20	25

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

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

## EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Kevin Verbal Title: Deputy Chief Address: 2309 W Main Street Marion, IL 62959  Telephone: (618) 944-6519 Email: <a href="mailto:Kevin.Verbal@illinois.gov">Kevin.Verbal@illinois.gov</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Eric Harris Title: Deputy Chief Address: 1110 S Oakley Blvd. Chicago, IL 60612  Telephone: (708) 774-5294 Email: <a href="mailto:Eric.Harris@illinois.gov">Eric.Harris@illinois.gov</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Kevin Verbal Title: Deputy Chief Address: 2309 W Main Street Marion, IL 62959  Telephone: (618) 944-6519 Email: <a href="mailto:Kevin.Verbal@illinois.gov">Kevin.Verbal@illinois.gov</a>

**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other

person as may be authorized by the Awarding Agency (including auditors), by the State of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.

- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.
- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

**9. Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Chicago Police Department</b> Address: 3510 S Michigan Ave Chicago, IL 60653 EIN No.: 36-6005820 DUNS No.: 105233493 SAM Cage Code: 3QWQ7 SAM CCR Expiration Date: 12/31/2022
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$55,178.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

### INTERGOVERNMENTAL AGREEMENT FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Chicago Police Department, an Illinois municipal corporation (hereinafter "Sub recipient"). The County and the Chicago Police Department are collectively referred to herein as "Parties" or individually as a "Party".

#### RECITALS

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, provides that any power or powers, privileges, functions, or authority exercised or which may be

exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the County and the Chicago Police Department are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

**WHEREAS**, the Chicago Police Department has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

**WHEREAS**, the Chicago Police Department agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

**SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.**

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

**SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$55,178.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

### **SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
- 1) Drawing down federal funds, as needed.
  - 2) Payments to each contractor or Sub recipient.
  - 3) Submitting Grant Adjustment Notices (GANs).
  - 4) Ensuring timely submission of reports.
  - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. The Chicago Police Department shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:
- 1) This document
  - 2) Exhibit A – Scope of Work
  - 3) Exhibit B – Budget Detail Worksheet/Narrative
  - 4) Exhibit C – Performance Measures / Reporting
  - 5) Exhibit D – Contacts
  - 6) Exhibit E – Terms, Conditions, and Representations
  - 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

### **SECTION 5: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on \_\_\_\_\_, 2021 and remain in place for twenty-four (24) months, or unless otherwise terminated as provided in Section 6.

### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

## **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

## **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

## **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

## **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to the Chicago Police Department:

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 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

## **SECTION 12. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

## **SECTION 13. HEADINGS.**

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

## **SECTION 14. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

## **SECTION 15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute 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 16. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **SECTION 17. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such

documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

*<signature page follows>*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**

an Illinois body politic and corporate

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

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

ATTEST:

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

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

**CHICAGO POLICE DEPARTMENT**

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

**EXHIBIT A**  
**SCOPE OF WORK STATEMENT**

The Chicago Police Department (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

<b>1. Provide description of project/activities to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime. Include geographic areas served and target population.</b>
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A positive relationship between law enforcement and the community allows police to efficiently and effectively address various criminal matters, including the investigation and prosecution of violent crime. While a jurisdiction may be able to devote vast amounts of resources to investigate a violent crime, detectives will be unable to solve a case without cooperating witnesses and patrol officers cannot effectively protect a neighborhood without the trust of its citizens. Even in instances where a individual may want to cooperate with police, many in the community fear retribution or intimidation from gangs and other criminal elements. The fear of retaliation and the hesitation to cooperate with police present a significant obstacle that must be overcome if police are to be effective in reducing firearms-related offenses in communities that are affected by gang violence.

The Chicago Police Department (CPD) will use PSN funds to develop and broadly market its strategy of meaningful community collaboration in CPD's designated PSN Districts (006, 007, 008, 009, 010, 011 and 015) in the South and West sides that are particularly impacted by gang and gun violence. CPD will direct its messaging to the communities and organizations in these police districts. The strategy will include messaging that emphasize the importance for juveniles, their parents and elders, faith- and community-based leaders, the business sector and others to feel confident that they can trust and cooperate with CPD and will be safe while doing so. Because PSN requires 30% of the award to directly support the activities of gang task forces, CPD will use a portion of FY2021 PSN funds to purchase critical equipment for Gang Teams to support investigative efforts in the PSN districts.

CPD anticipates that enriched community collaboration and investigative resources will lead to a tangible and measurable reduction in gang activity and violent crime not only in the PSN Districts but also in other Districts that have been impacted by gang-related violent crime.

<b>2. Describe staffing plan.</b>
-----------------------------------

N/A

**3. Describe partnerships and how you work together to accomplish goals.**

Through the years, CPD has created robust partnerships with diverse community groups, as well as other local, county, state and federal partners.

The ongoing gang and gun violence in many of Chicago's communities presents a need and an opportunity to foster and sustain these relationships in order to address criminal activity more effectively. Members of relevant units with CPD's Bureau of Counterterrorism (BCT) and the Office of Community Policing (OCP) will collaborate to develop and disseminate responses to questions from the community regarding the potential concerns and distinct advantages of communicating with police about gangs and violence. In order to endure, it is necessary for the relationship between the community and the police to be a meaningful one, where CPD personnel are able to personally alleviate fears and explain the process as it is always possible that people just do not have all the correct information or have misconceptions about the criminal justice system.

CPD also works very closely with its federal partners, including the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the United States Attorney's Office (USAO). The USAO has previously provided messaging distributed in communities within the PSN districts and CPD will tap into this experience to gain insights and will collaborate with them on new messaging. Furthermore, an increase in resources and community cooperation will invariably lead to better federal gun cases for the ATF to bring to the USAO, just as it will help state prosecutions.

**4. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your proposed project/activities assists in the reduction of gang activity.**

CPD will use proposes that 30% of its funding go toward much-needed equipment for the gang teams to use in their investigations. CPD's gang task forces rely heavily on equipment such as telephones, computers, radios and other tangible equipment to build their investigations. Gang members often operate via social media, and technology and communications equipment is critical to police them. This increase in funding will provide CPD's task forces with the means to investigate and communicate with each other in covert capacity, which will lead to more investigative leads. These leads have a snowball effect, helping both gang investigators as well as providing information to homicide detectives after a murder. The 30% funding will work hand in hand with the 70% going toward messaging, in order to provide the best product to the communities that CPD polices.

**5. If applicable, describe public awareness activities under this program.**

This program is centered on public awareness. CPD will push messaging to foster trust, respect and collaboration with community members, with 70% of the funds budgeted for public awareness to include print, radio and social media advertising.

Task	Staff Position or Person Responsible	Date Due
Develop messaging	OCP & BCT	1/30/2022
Submit messages for review and approval by OJP and NDIL	BCT	2/28/2022
Messages approved	BCT	3/30/2022
Disseminate messaging	OCP	04/30/2022
Purchase equipment	BCT	06/30/2022
Submit invoices	PSA Finance	monthly
Submit Periodic Financial Report	Comptroller's Office	April 15th July 15th October 15th January 15th
Submit quarterly data report	BCT	April 15th July 15th October 15th January 15th
Complete all fiscal and programmatic closeout materials	PSA	01/15/2023

**Scope Revisions:** Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

## EXHIBIT B

### BUDGET and BUDGET NARRATIVE

D. Equipment					
Item <small>List and describe each item of equipment that will be purchased</small>	Computation <small>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</small>				
<input type="button" value="Add Equipment"/> <input type="button" value="Delete Selected"/>	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Mobile phones + MiFi hotspot (includes 1 year of FirstNet service)	10	\$840.00	\$8,400	\$0	\$8,400
Hardened mobile devices for Gang Investigations Division personnel (includes 1 year of FirstNet service)	20	\$444.00	\$8,880	\$0	\$8,880
<b>Total(s)</b>			<b>\$17,280</b>	<b>\$0</b>	<b>\$17,280</b>
Narrative					
<div style="float: right; text-align: right; padding-right: 10px;"> <input type="button" value="Add Additional Narrative Text"/> </div> <p>Using the City of Chicago's current, competitively-bid contract, CPD will purchase hardened mobile devices and mobile phones for personnel in the Gang Investigations Division to communicate with community members, particularly in the PSN Districts. The hardened tablets will be enabled to access CPD's various databases and will be beneficial in continuing investigations while in the field.</p>					

H. Procurement Contracts								
Description <small>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</small>	Purpose <small>Describe the purpose of the contract</small>	Consultant? <small>Is the contractor for a consultant? If yes, use the section below to explain associated travel expenses included in the quote.</small>						
<input type="button" value="Add Item"/> <input type="button" value="Delete Selected"/>			Total Cost	Non-Federal Contribution	Federal Request			
3 months of external messaging	Up to 2 weekly print ads on various media and approximately 150 radio spots across three months	No	\$37,898	\$0	\$37,898			
<b>Total(s)</b>			<b>\$37,898</b>	<b>\$0</b>	<b>\$37,898</b>			
Consultant Travel (if necessary)								
Purpose of Travel <small>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</small>	Location <small>Indicate the travel destination.</small>	Type of Expense <small>Hotel, airfare, per diem</small>	Computation <small>Compute the cost of each type of expense X the number of people traveling.</small>					
<input type="button" value="Add Travel Expense"/> <input type="button" value="Delete Selected"/>			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
<b>Total</b>						<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Narrative								
<div style="float: right; text-align: right; padding-right: 10px;"> <input type="button" value="Add Additional Narrative Text Area"/> </div> <p>CPD will develop messages targeted at communities in the PSN Districts to encourage cooperation with law enforcement. The messages will be jointly developed by relevant personnel in the Bureau of Counterterrorism and the Office of Community Policing and will be aimed at promoting a relationship that will result in a measurable decrease in gang-related violent crime in the PSN Districts</p>								

**EXHIBIT C**  
**PERFORMANCE MEASURES / REPORTING**

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/psn). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<b><u>Process Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2022- 12/31/2022</b>
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4
<b><u>Outcome Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2022- 12/31/2022</b>
Increase in number of witnesses cooperating with law enforcement	Feedback from patrol and detective divisions will show a 20% increase in witness cooperation	10/30/2022
More gang/gun cases getting closed	Feedback from patrol and detective divisions will show a 10% increase in closed cases	10/30/2022
Reduced gang presence	Reduction in "calls for service," feedback from community	12/31/2022
Reduction in gun violence	5% reduction in gun and shooting cases	12/31/2022

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

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

## EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Tomas Maulawin Title: Grants Research Specialist Address: Office of Public Safety Administration 3510 S Michigan Ave, 3NW Chicago, IL, 60653  Telephone: 312-745-5753 Email: <a href="mailto:tomas.maulawin@chicagopolice.org">tomas.maulawin@chicagopolice.org</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Elena Gottreich Title: Deputy Director of Prosecutorial Strategies Address: 3340 W Fillmore Street Chicago, IL 60624  Telephone: 312-746-7561 Email: <a href="mailto:elena.gottreich@chicagopolice.org">elena.gottreich@chicagopolice.org</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Invoices and Reports Sent to:</u> Name: Lawrence Blustain Title: Fiscal Administrator Address: Office of Public Safety Administration 3510 S Michigan Ave, 3NE Chicago, IL 60653  Telephone: 312-745-6289 Email: <a href="mailto:Lawrence.blustain@chicagopolice.org">Lawrence.blustain@chicagopolice.org</a>

**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other

person as may be authorized by the Awarding Agency (including auditors), by the State of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.

- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.
- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Cook County Juvenile Temporary Detention Center</b> Address: 1100 S. Hamilton Ave. 2 <sup>nd</sup> Fl. Chicago, IL 60612 EIN No.: 36-6006541 DUNS No.: 122702967 SAM Cage Code: 5PVCo SAM CCR Expiration Date: 4/15/22
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$75,000
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

## INTERGOVERNMENTAL AGREEMENT FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Cook County Juvenile Temporary Detention Center, an Illinois municipal corporation (hereinafter "Sub recipient"). The County and Cook County Juvenile Temporary Detention Center are collectively referred to herein as "Parties" or individually as a "Party".

### RECITALS

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

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

**WHEREAS**, the County and Cook County Juvenile Temporary Detention Center are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

**WHEREAS**, the Cook County Juvenile Temporary Detention Center has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

**WHEREAS**, the Cook County Juvenile Temporary Detention Center agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

**SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.**

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

**SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$75,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

### **SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
- 1) Drawing down federal funds, as needed.
  - 2) Payments to each contractor or Sub recipient.
  - 3) Submitting Grant Adjustment Notices (GANs).
  - 4) Ensuring timely submission of reports.
  - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. The Cook County Juvenile Temporary Detention Center shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:
- 1) This document
  - 2) Exhibit A – Scope of Work
  - 3) Exhibit B – Budget Detail Worksheet/Narrative
  - 4) Exhibit C – Performance Measures / Reporting
  - 5) Exhibit D – Contacts
  - 6) Exhibit E – Terms, Conditions, and Representations
  - 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

### **SECTION 5: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on \_\_\_\_\_, 2021 and remain in place for twenty-four (24) months, or unless otherwise terminated as provided in Section 6.

### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

## **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

## **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

## **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

## **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER:

Cook County Juvenile Temporary Detention Center  
Attn: Steve Smith, Finance Director  
1100 S. Hamilton Ave.  
Chicago, IL 60612

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 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

#### **SECTION 12. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

#### **SECTION 13. HEADINGS.**

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

#### **SECTION 14. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

#### **SECTION 15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute 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 16. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### **SECTION 17. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such

documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

*<signature page follows>*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**

an Illinois body politic and corporate

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

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

ATTEST:

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

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

**COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER**

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

## EXHIBIT A

### SCOPE OF WORK STATEMENT

The Cook County Juvenile Temporary Detention Center (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

<b>Provide description of project/activities to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime. Include geographic areas served and target population.</b>
--

The Project Safe Neighborhood Grant funding will be utilized to enhance the collaborative efforts of the Cook County Juvenile Temporary Detention Center (JTDC) and its partners in providing gang intervention services to the residents of the JTDC and the Cook County area. The services will include gang intervention consulting, seminars, conferences and other related juvenile correctional programming. The JTDC looks to leverage its extensive experience providing correctional services to youth with local, state and national stakeholders, in conjunction with peer reviewed best practices, to enhance the public safety environment in Chicago and the Cook County area. Staff will engage with experts in the field of gang intervention to develop new strategies and best practices to mitigate gang activity in Chicago and the surrounding Cook County area. The JTDC will use nationally recognized training activities along with expert facilitators in the field of gang intervention. The JTDC will leverage Project Safe Neighborhood Grant funding with its staff and detained youth to enhance and introduce innovative gang intervention programming and strategies.

JTDC staff will attend nationally recognized, successful and best practice gang intervention conferences, programs and symposiums. The JTDC is the largest juvenile detention center in the United States and it serves under the jurisdiction of State of Illinois Circuit Court of Cook County. As Cook County's primary public safety detention center for pre-adjudicated juveniles, the JTDC provides custody and care for residents admitted to the 600,000 sq. ft. facility in Chicago, IL. The facility has a functional operating capacity of 382 residents that are housed over 10 residential centers and 30 pod living units. The JTDC has extensive juvenile correctional programming and services that are rendered to the youth that reside at the facility. The JTDC offers mental and medical care health services through Cook County Health's Cermak Medical Department. Cermak provides physician, nursing, dental, psychiatric, psychological and social services to the residents detained at the JTDC. The JTDC has a direct care staff of youth development specialists, caseworkers, security specialist and other intervention specialist who work closely and collaboratively with the residents, their family, the court, probation officials and other public safety stakeholders.

<b>Describe partnerships and how you work together to accomplish goals.</b>
---

The JTDC and its staff of youth development specialist, caseworkers, gang intervention specialist and mental health professionals will partner with local, state and federal stakeholders and experts who are engaged in innovative gang intervention strategies and activities. The partnership will seek to develop and enhance projects that will provide mitigation strategies to address gang involvement among youth and residents in the Chicago and Cook County area. National and local experts will be brought into the facility to engage and work with the JTDC staff on the critical gang related issues facing the youth and residents that the JTDC serves. The JTDC will continue to work closely with local, state and federal law enforcement officials to accomplish public safety goals related to gang intervention activities.

Task	Staff Position or Person Responsible	Date Due
Schedule gang intervention speakers at the JTDC.	Deputy Executive Director	1/1/2022
Schedule attendees for local and national gang intervention conferences.	Deputy Executive Director	1/1/2022
Procure audio, video and computer equipment and supplies for gang intervention activities.	Deputy Executive Director	1/1/2022
Engage local stakeholders in the participation in the upcoming JTDC gang intervention activities.	Deputy Executive Director	1/1/2022
Conduct staff orientation on upcoming JTDC gang intervention activities.	Deputy Executive Director	1/1/2022
Submit monthly invoices	Steve Smith	Ongoing
Submit quarterly Periodic Financial Report	Steve Smith	Ongoing
Submit quarterly data report	Steve Smith	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Steve Smith and Deputy Executive Director	12/31/22

**Scope Revisions:** Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

## EXHIBIT B

### BUDGET and BUDGET NARRATIVE

#### Budget Year 1

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
<input type="button" value="Add Travel Expense"/> <input type="button" value="Delete Selected"/>				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
National Gang Intervention Programs	TBD	Transportation	Round-trip	\$380.00	3	2	1	\$2,280		\$2,280
National Gang Intervention Programs	TBD	Lodging	Night	\$160.00	3	2	1	\$960		\$960
National Gang Intervention Programs	TBD	Meals	Day	\$45.00	3	2	1	\$270		\$270
<b>Total(s)</b>								<b>\$3,510</b>	<b>\$0</b>	<b>\$3,510</b>
<b>Narrative</b>									Add Additional Narrative Text	
<p>JTDC staff to attend nationally recognized, successful and best practice gang intervention conferences, programs and symposiums. The Cook County Juvenile Temporary Detention (JTDC) is the largest juvenile detention center in the United States and it serves under the jurisdiction of State of Illinois Circuit Court of Cook County. As Cook County's primary public safety detention center for pre-adjudicated juveniles, the JTDC provides custody and care for residents admitted to the 600,000 sq. ft. facility in Chicago, IL. The facility has a functional operating capacity of 382 residents that are housed over 10 residential centers and 30 pod living units. The JTDC has extensive juvenile correctional programming and services that are rendered to the youth that reside at the facility. The JTDC offers mental and medical care health services through Cook County Health's Cermak Medical Department. Cermak provides physician, nursing, dental, psychiatric, psychological and social services to the residents detained at the JTDC. The JTDC has a direct care staff of youth development specialists, caseworkers, security specialist and other intervention specialist who work closely and collaboratively with the residents, their family, the court and probation officials. The Project Safe Neighborhood Grant funding will be utilized to enhance the collaborative efforts of the JTDC and its partners in providing services to the residents of the JTDC. The services will include gang intervention consulting, seminars, conferences and other related juvenile correctional programming. The JTDC looks to leverage its extensive experience providing correctional services to youth with local, state and national stakeholders in conjunction with peer reviewed best practices to enhance the public safety environment in Chicago and Cook County.</p>										

E. Supplies						
Supply Items	Computation					
Provide a list of the types of items to be purchased with grant funds.	Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.					
<input type="button" value="Add Supply Item"/> <input type="button" value="Delete Selected"/>	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	
Laptops for PSN Forums	2	\$800.00	\$1,600		\$1,600	
Audio Equipment for PSN Forums	2	\$1,000.00	\$2,000		\$2,000	
Video Equipment for PSN Forums	2	\$490.00	\$980		\$980	
Zoom accounts for PSN Forums	7	\$100.00	\$700		\$700	
<b>Total(s)</b>			<b>\$5,280</b>	<b>\$0</b>	<b>\$5,280</b>	
<b>Narrative</b>						Add Additional Narrative Text
<p>• Two (2) lap top computers will be purchased to facilitate the gang intervention training and communication between participants and stakeholders. The laptop computer price was arrived at based upon quotes received from technology vendors. Two are needed as one will be utilized at the JTDC detention facility and the other location will be in the Chicago community. 2 (laptops) x 800 (cost) = \$1600.00</p> <p>• The audio equipment will be used to facilitate communication during gang intervention training and presentation as well as gang intervention Zoom calls and presentations. The audio equipment price was arrived at based upon quotes from vendor. Two are needed as one will be utilized at the JTDC detention facility and the other location will be in the Chicago community. Equipment needed to complete audio package 170 (Hardware) + 350 (Audio Station 24c 2x2) + 170 (Annual Sphere Access) + 310 (Microphone) x 2 (sets) = \$2000.00</p> <p>• The video equipment will also be used to record gang intervention training and presentation. Two are needed as one will be utilized at the JTDC detention facility and the other location will be in the Chicago community. 2 (video cameras) x 490 (cost) = \$980.00</p> <p>• The Zoom accounts will be used to facilitate presentations and trainings for gang intervention programming and activities. The account price was arrived at based upon quote from vendor. 7 (accounts) x 100 (cost per annually) = \$700.00</p> <p>1600 + 2000 + 980 + 700 = \$5,280.00 Total</p>						

H. Procurement Contracts						
Description	Purpose	Consultant?				
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
<input type="button" value="Add Item"/> <input type="button" value="Delete Selected"/>			<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
Chicago Gang Conference Fee	Chicago Gang Intervention Conference	No	\$1,000		\$1,000	
Gang Intervention Forum Speakers at JTDC Conference	Gang Intervention Speaker Fees	No	\$5,341		\$5,341	
Gang Intervention Consulting Fee. Consist of 4 consultants: Charles Perry, Chris Millette, Harold martinez and disabled individuals from In My Shoes Organization	Gang Intervention Consulting	No	\$21,250		\$21,250	
			<b>Total(s)</b>	<b>\$27,591</b>	<b>\$0</b>	<b>\$27,591</b>
<b>Narrative</b>			Add Additional Narrative Text Area			
Expense cost for Chicago Gang Intervention speaker, consulting and conference for the JTDC. In My Shoes Organization is an community group that services individuals who have become disabled as a result of gang violence. Individuals from In My Shoes will speak and participate in the quarterly JTDC Gang Intervention Forums. Speaker and consultant Charles Perry is a former gang member who is recognized as one who brings effective mitigation and gang intervention strategies to the community. Chris Millette, Esq. is a community moral voice speaker who has been recognized in his creative and effective approach to combating gang violence. Harold Martinez is a former gang member who brings a strong voice and dedicated approach to gang intervention and mitigation strategies.						

J. Indirect Costs						
Description	Computation					
<i>Describe what the approved rate is and how it is applied.</i>	<i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
<input type="button" value="Add Indirect Cost"/> <input type="button" value="Delete Selected"/>	<b>Base</b>	<b>Indirect Cost Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
Cook County Indirect Cost	\$36,381.00	10%	\$3,639		\$3,639	
			<b>Total(s)</b>	<b>\$3,639</b>	<b>\$0</b>	<b>\$3,639</b>
<b>Narrative</b>			Add Additional Narrative Text			
JTDC will charge a de minimus rate of 10% of modified total direct costs (MTDC). Indirect Cost = 3510 (travel) + 5280 (supplies) + 1000 (contract) + 5341 (contract) + 21250(contract) = \$36,378						

## Budget Year 2

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
Add Travel Expense		Delete Selected		Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
National Gang Intervention Programs	TBD	Transportation	Round-trip	\$380.00	3	2	1	\$2,280		\$2,280
National Gang Intervention Programs	TBD	Lodging	Night	\$160.00	3	2	1	\$960		\$960
National Gang Intervention Programs	TBD	Meals	Day	\$45.00	3	2	1	\$270		\$270
<b>Total(s)</b>								<b>\$3,510</b>	<b>\$0</b>	<b>\$3,510</b>
<b>Narrative</b>		Add Additional Narrative Text								
<p>JTDC staff to attend nationally recognized, successful and best practice gang intervention conferences, programs and symposiums. The Cook County Juvenile Temporary Detention (JTDC) is the largest juvenile detention center in the United States and it serves under the jurisdiction of State of Illinois Circuit Court of Cook County. As Cook County's primary public safety detention center for pre-adjudicated juveniles, the JTDC provides custody and care for residents admitted to the 600,000 sq. ft. facility in Chicago, IL. The facility has a functional operating capacity of 382 residents that are housed over 10 residential centers and 30 pod living units. The JTDC has extensive juvenile correctional programming and services that are rendered to the youth that reside at the facility. The JTDC offers mental and medical care health services through Cook County Health's Cermak Medical Department. Cermak provides physician, nursing, dental, psychiatric, psychological and social services to the residents detained at the JTDC. The JTDC has a direct care staff of youth development specialists, caseworkers, security specialist and other intervention specialist who work closely and collaboratively with the residents, their family, the court and probation officials. The Project Safe Neighborhood Grant funding will be utilized to enhance the collaborative efforts of the JTDC and its partners in providing services to the residents of the JTDC. The services will include gang intervention consulting, seminars, conferences and other related juvenile correctional programming. The JTDC looks to leverage its extensive experience providing correctional services to youth with local, state and national stakeholders in conjunction with peer reviewed best practices to enhance the public safety environment in Chicago and Cook County.</p>										

J. Indirect Costs						
Description	Computation					
<i>Describe what the approved rate is and how it is applied.</i>	<i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
Add Indirect Cost	Delete Selected	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
Cook County Indirect Cost		\$31,800.00	10%	\$3,180		\$3,180
<b>Total(s)</b>				<b>\$3,180</b>	<b>\$0</b>	<b>\$3,180</b>
<b>Narrative</b>		Add Additional Narrative Text				
<p>JTDC will charge a de minimus rate of 10% of modified total direct costs (MTDC). Indirect Cost = 3510 (travel) + 700 (supplies) + 1000 (contract) + 5338 (contract) + 21250 (contract) = \$31,798</p>						

E. Supplies						
Supply Items	Computation					
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>					
Add Supply Item	Delete Selected	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Zoom accounts for PSN Forums		7	\$100.00	\$700		\$700
<b>Total(s)</b>				<b>\$700</b>	<b>\$0</b>	<b>\$700</b>
<b>Narrative</b>		Add Additional Narrative Text				
<p>• The Zoom accounts will be used to facilitate presentations and trainings for gang intervention programming and activities. The account price was arrived at based upon quote from vendor. 7 (accounts) x 100 (cost per annually) = 700.00</p>						

H. Procurement Contracts								
Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>	Consultant? <i>Is the individual for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
<input type="button" value="Add Item"/> <input type="button" value="Delete Selected"/>				Total Cost	Non-Federal Contribution	Federal Request		
Chicago Gang Intervention Conference Fee		Chicago Gang Intervention Conference	No	\$1,000		\$1,000		
Gang Intervention Forum Speakers at JTDC Conference		Gang Intervention Speaker Fees	Yes	\$5,340		\$5,340		
Gang Intervention Consulting Fee. Consist of 4 consultants: Charles Perry, Chris Millette, Harold Martinez and disabled individuals from In My Shoes		Gang Intervention Consulting	No	\$21,250		\$21,250		
<b>Total(s)</b>				<b>\$27,590</b>	<b>\$0</b>	<b>\$27,590</b>		
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
<input type="button" value="Add Travel Expense"/> <input type="button" value="Delete Selected"/>			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
			<b>Total</b>			\$0	\$0	\$0
Narrative		Add Additional Narrative Text Area						
<p>Expense cost for Chicago Gang Intervention speaker, consulting and conference for the JTDC. In My Shoes Organization is an community group that services individuals who have become disabled as a result of gang violence. Individuals from In My Shoes will speak and participate in the quarterly JTDC Gang Intervention Forums. Speaker and consultant Charles Perry is a former gang member who is recognized as one who brings effective mitigation and gang intervention strategies to the community. Chris Millette, Esq. is a community moral voice speaker who has been recognized in his creative and effective approach to combating gang violence. Harold Martinez is a former gang member who brings a strong voice and dedicated approach to gang intervention and mitigation strategies.</p>								

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## EXHIBIT C PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/project-safe-neighborhoods-program). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<b><u>Overall program goal:</u></b> <i>To reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens</i>			
<b><u>Process Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2022- 12/31/2022</b>	<b><u>Projected</u> 01/01/2023- 12/31/2023</b>
Conduct Quarterly Gang Training	4 national and local trainers will present best practices in gang intervention mitigation strategies.	4	4
Staff will attend local and national gang intervention conferences	4 staff will attend annual, successful and best practice gang intervention conferences	1	1
JTDC will record training and conference activity held at the JTDC	Will record 1 training/conference activity per quarter	4	4
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4	4
<b><u>Outcome Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2021- 09/30/2021</b>	<b><u>Projected</u> 01/01/2023- 12/31/2023</b>
Continued, new and enhanced gang intervention programming strategies	Expand and continue partnerships and collaborations with stakeholders and best practice experts locally and nationally.	4	4

Youth development specialist, caseworkers, gang intervention specialist and training specialist enhanced professional development.	# of new best practices implemented this quarter.	Year 1	Year 2
Provide remote access to gang intervention project activities.	8 forums, roundtable discussions, and presentations regarding JTDC gang intervention activities will be held remotely each quarter.	32	32

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

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

## EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Steve Smith Title: Finance Director Address: 1100 S. Hamilton Ave. 2 <sup>nd</sup> Fl. Chicago, IL 60612  Telephone: 312-433-5003 Email: <a href="mailto:steve.smith@cookcountyil.gov">steve.smith@cookcountyil.gov</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Rhonda Ramos Title: Deputy Executive Director Address: 1100 S. Hamilton Ave. Chicago, IL 60612  Telephone: 312-433-6391 Email: <a href="mailto:Rhonda.ramos@cookcountyil.gov">Rhonda.ramos@cookcountyil.gov</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Steve Smith Title: Finance Director Address: 1100 S. Hamilton Ave. 2 <sup>nd</sup> Fl. Chicago, IL 60612  Telephone: 312-433-5003 Email: <a href="mailto:steve.smith@cookcountyil.gov">steve.smith@cookcountyil.gov</a>

**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase *“This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”*
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Heartland Alliance</b> Address: 208 S Lasalle Ste 1300 Chicago, IL 60604 EIN No.: 36-1877640 DUNS No.: 066186297 SAM Cage Code: <b>3V6B8</b> SAM CCR Expiration Date: 03/24/2022
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$75,000.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

### AGREEMENT WITH HEARTLAND ALLIANCE FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This AGREEMENT (hereinafter "Agreement") is entered into this            day of           , 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and Heartland Alliance (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

#### RECITALS

**WHEREAS**, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

**WHEREAS**, Heartland Alliance has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

**WHEREAS**, Heartland Alliance agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

**WHEREAS**, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

**SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.**

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

**SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$75,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

**SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
  - 1) Drawing down federal funds, as needed.
  - 2) Payments to each contractor or Sub recipient.
  - 3) Submitting Grant Adjustment Notices (GANs).
  - 4) Ensuring timely submission of reports.
  - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. Heartland Alliance shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties

agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

#### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

#### **SECTION 5: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on \_\_\_\_\_, 2021 and remain in place for 12 (twelve) months, or unless otherwise terminated as provided in Section 6.

#### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

#### **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

#### **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

#### **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

## **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to HEARTLAND ALLIANCE:

Heartland Alliance READI Chicago  
Attn: Marci Kresin, COO  
208 S. LaSalle, Suite 1300  
Chicago, IL 60604

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 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

## **SECTION 12. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

### **SECTION 13. HEADINGS.**

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

### **SECTION 14. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

### **SECTION 15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute 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 16. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

### **SECTION 17. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

*<signature page follows>*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**

an Illinois body politic and corporate

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

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

ATTEST:

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

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

**HEARTLAND ALLIANCE**

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

**EXHIBIT A**  
**SCOPE OF WORK STATEMENT**

Heartland Alliance (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

<b>1. Provide summary of service, program, project to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime.</b>
PSN funds will contribute to Heartland Alliance’s new READI for Reentry Project, an expansion of READI Chicago, a community-based violence prevention program. The goal of the program is to reduce violence involvement and incarceration by identifying, engaging, and providing tailored pre- and post-release support to men who are at high risk for violence involvement. The program will target men who have violent, gun-related offenses, and who are 6-12 months from being released from prison to Chicago. Preference will be given to emerging adults (18-29) who indicate a high risk score on the Ohio Risk Assessment System (ORAS), which IDOC administers, and who have indicators of risk for gun violence involvement, such as violent offense conviction, gang affiliation, and past violence victimization. Each participant will receive the 6-month pre-release portion of the program at an IDOC correctional center, followed by 6 months of post-release services in Chicago. The program model integrates key components of READI Chicago’s successful violence reduction model with additional services that are evidence-based in the field of reentry. Program components will include a focus on assessment, reentry case planning, cognitive behavior interventions (CBI), employment supports (including job readiness sessions, career exploration, assignment of virtual training modules, job pathway alignment and interview preparation), and family and community reintegration supports. Post-release services will include one- time cash assistance upon release from prison and six months of engagement focused on case management and resource coordination, employment supports (including job search, application preparation, and retention coaching), and the continuation of CBI, support groups, and family engagement. These program elements are expected to reduce participants’ involvement in violent crime as they are drawn from the core elements of Heartland Alliance’s READI Chicago, which has demonstrated success at reducing participant arrests for homicides and shootings.
<b>2. If applicable, describe public awareness/community outreach activities under this program.</b>
Heartland Alliance has presented on READI for Reentry to potential employer partners, support service providers, and reentry stakeholders. Additionally, READI Chicago, where READI for Reentry will be housed, is launching a READI Chicago Community Organizing Team, collaborating with participants and their families to formulate strategies to advance public safety, trauma recovery, and criminal justice reform; and collaboratively and intentionally build and strengthen relationships with various public sector stakeholders to affect change. READI’s dedicated community organizers will advise on organizing strategies for effective campaigns related to systems change and train and support the mobilization team on organizing strategies. However, participants themselves will ultimately drive action toward systemic change on issues that directly impact their communities – informing the focus and priorities of organizing campaigns and activities, and recruiting and engaging stakeholders.

**3. Describe target population, include number served using PSN funds and eligibility requirements.**

The program will target men who have violent, gun-related offenses, and who are 6-12 months from being released from prison to Chicago. Preference will be given to emerging adults (18-29) who indicate a high risk score on the Ohio Risk Assessment System (ORAS), which the Illinois Department of Correction (IDOC) administers, and who have indicators of risk for gun violence involvement, such as violent offense conviction, gang affiliation, and past violence victimization. While the program will be available to men returning to any part of Chicago, IDOC has agreed to give preference to men returning to CPD District 11. We also anticipate that a majority of participants will return to Districts 2, 10, 11, and 15, as these are the Districts that READI Chicago targets as they have the highest rate of gun violence (they also have among the highest rates of people returning from prison).

READI for Reentry seeks to enroll and provide services to up to 120 men during a three-year period with pre-release and post-release services, including enrollment of 60 men in Year 1. PSN funds will be used to hire the second prison-based Reentry Specialist, which will enable the program to enroll 30 additional participants from January 1, 2021 to December 31, 2022.

**4. Describe program referral and intake process.**

READI for Reentry will adapt READI Chicago's parole participant eligibility screening tool to a prison context. Its use by READI Chicago has resulted in referrals of parolees who are in the 93<sup>rd</sup> percentile among Chicagoans at risk for future gun violence perpetration or victimization. IDOC has committed to instructing its counselors across the prison system to use the screening tool to screen for READI for Reentry eligibility. Eligible men will be referred to READI for Reentry's Reentry Specialist, who will verify eligibility and will send a participant interest form and program description to the referral. When the Reentry Specialist receives the completed form, indicating that the participant is interested, the Reentry Specialist will notify a designated person at IDOC, who will arrange to transfer the man to the correctional center where programming is taking place (IDOC has committed to making these transfers). Once the participant arrives at the correctional center, the Reentry Specialist will conduct an Orientation with the participant, which will involve describing the program model and participant expectations, and assessing participant needs, strengths, employment/education history, and goals.

**5. Describe in detail how each service will be provided.**

Pre-release services (6 months at IDOC correctional center): READI for Reentry team will commit two Reentry Specialists to IDOC correctional center(s) to deliver in-person group cognitive behavior intervention and job readiness sessions; one-on-one reentry case planning and career exploration sessions; and assignment of self-paced virtual industry training, job readiness, and educational learning modules. Modules will be matched to individual aptitude and career goals. Case plans will track and monitor success and follow the participant into the community. With consent from the participant, the Reentry Specialists will also engage with participant family members to help them prepare to receive their loved one and support them in achieving their goals. IDOC will provide program computers and classroom space for participants.

Transitional Services: Continuity of care from prison to the community is crucial to the program design. The 6-month pre-release services provide establishment of long-term relationships and resources that follow the individual into Chicago. The Chicago-based Reentry Employment Navigator will meet with participants 30 days prior to release to finalize their reentry case plans and get to know each other. Plans will support the transition to the community by identifying immediate needs to be addressed within the first days of release, and by providing a preliminary schedule and resources for maintaining connection to READI for Reentry post-release.

Post-Release Services (6 months in Chicago): Post-release services will be initiated via a warm handoff between prison-based Reentry Specialist and Chicago-based Reentry Employment Navigator. The

Reentry Employment Navigator will then provide weekly post-release services, including CBI group session; weekly one-on-one workforce development and case management sessions, referrals to resources, and assistance with job search and applications. The Reentry Employment Navigator will also cultivate employers, identify industry requirements, and keep the prison-based staff abreast of employment opportunities and requirements in Chicago. Post-release individual services will occur remotely or in person, adopting the virtual services practices developed by READI Chicago. Since moving some of READI Chicago services online because of COVID-19, READI Chicago staff have provided regular remote check-ins and CBI; and participants have used online job readiness, financial, and computer training resources. Staff are now proficient in providing remote services; and the majority of participants will have access to a cell phone or the internet, which will also make remote services possible for them. HA's internal communications are secure and encrypted; and video conferencing is password protected and host moderated. The program will work with faith-based organizations for donated smart phones and laptops, which has proven successful in the past. Staff will use Salesforce database to upload case plans, record services, and document attendance.

**6. Our PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your program assists in the reduction of gang activity.**

Gang affiliation is one of the high risk indicators that make someone eligible for READI for Reentry. Therefore, many participants will have gang affiliations. READI for Reentry assists in the reduction of gang activity among its participants through its cognitive behavioral interventions (CBI) and employment supports. The CBI curriculum, which is derived from READI Chicago's experience delivering evidence-based CBI curricula to violence-involved participants, specifically addresses risky behaviors associated with gang activity, such as tools and role plays to identify and avoid risky peers and locations, dealing with anger and frustration, and applying cost benefit analysis and other CBI tools to risky situations. Additionally, the individualized employment supports help participants to set and work towards goals that are safe, pro-social, and productive. These supports help participants obtain sustainable employment, allowing them to support themselves and their families without turning to the street economy. Their relationship with READI for Reentry staff will help them honor their commitments and have a role model. Finally, participants who are eligible for and interested in joining READI Chicago will also have the opportunity to benefit from that violence reduction program upon release from prison.

Task	Staff Position or Person Responsible	Date Due
Coordinate with IDOC increase monthly referrals and intakes to achieve 30 new enrollments	Program Manager	1/15/22
Hire, train, and obtain security clearance for PSN-funded Reentry Specialist, and Chicago-based Reentry Employment Navigator	Program Manager	2/1/22
Deliver pre-release program inside prison	Reentry Specialist	2/15/22
Secure partnerships with service providers, employers, and education and training programs to receive participants exiting prison.	Reentry Employment Navigator	3/15/22

Submit monthly invoices	Heartland Alliance Finance Department	monthly; as contractually defined
Submit quarterly Periodic Financial Report	Heartland Alliance Finance Department	quarterly; as contractually defined
Submit quarterly data report	Heartland Alliance Finance Department	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Heartland Alliance Finance Department	01/15/2023

**Scope Revisions:** Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

## EXHIBIT B

### BUDGET and BUDGET NARRATIVE

Budget Detail - Year 1								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
<b>A. Personnel</b>								
<b>Name</b> <small>List each name, if known.</small>	<b>Position</b> <small>List each position, if known.</small>	<b>Computation</b> <small>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</small>						
Add Personnel	Delete Selected	<b>Salary</b>	<b>Rate</b>	<b>Time Worked (# of hours, days, months,</b>	<b>Percentage of Time</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
	Reentry Specialist	\$50,750.00	yearly	1	100%	\$50,750	\$0	\$50,750
<b>Total(s)</b>						<b>\$50,750</b>	<b>\$0</b>	<b>\$50,750</b>
<b>Narrative</b>		Add Additional Narrative Text Area						
<p>A. Salary: Budget - \$50,000 based on annual salary of \$50,000 with a 3% (\$750) increase from July 1, 2022. Employee will work 100% of the time on PSN. The Reentry Specialists will deliver R4R program pre-release at IDOC, including conducting case management (assessment, case planning, transition services, referrals for supportive services), providing individualized education and employment support, and facilitating cognitive behavior interventions and job readiness training.</p>								
<b>B. Fringe Benefits</b>								
<b>Name</b> <small>List each grant-supported position receiving fringe benefits.</small>		<b>Computation</b> <small>Show the basis for computation.</small>						
Add Benefit		Delete Selected		<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
Fringe Benefits				\$50,750.00	24.00%	\$12,180		\$12,180
<b>Total(s)</b>						<b>\$12,180</b>	<b>\$0</b>	<b>\$12,180</b>
<b>Narrative</b>		Add Additional Narrative Text						
<p>Budget: \$12,180 Heartland Alliance (FY22) benefit percentage of 24% times budgeted salary of \$50,750.            24% =            FICA Tax 7.65%            SUTA Tax 0.57%            Workers' Compensation Insurance 0.71%            LTD Insurance 0.50%            Health Insurance 11.13%            Life Insurance 0.21%            Pension 3.00%            STD Insurance 0.23%</p>								
<b>I. Other Costs</b>								
<b>Description</b> <small>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</small>		<b>Computation</b> <small>Show the basis for computation</small>						
Add Item		Delete Selected		<b>Quantity</b>	<b>Basis</b>	<b>Cost</b>	<b>Length of Time</b>	<b>Total Cost</b>
				<b>Quantity</b>	<b>Basis</b>	<b>Cost</b>	<b>Length of Time</b>	<b>Total Cost</b>
Telephone Expenses				1		\$42.00	1	\$42
<b>Total(s)</b>						<b>\$42</b>	<b>\$0</b>	<b>\$42</b>
<b>Narrative</b>		Add Additional Narrative						
Monthly cell phone expense for one month								

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
<input type="button" value="Add Indirect Cost"/> <input type="button" value="Delete Selected"/>		Base	Indirect Cost Rate	Total Cost	Federal Request
Negotiated Indirect Cost Rate applied to Salaries and Fringe		\$62,972.29	0.191	\$12,028	\$12,028
<b>Total(s)</b>				<b>\$12,028</b>	<b>\$12,028</b>
<b>Narrative</b>		<input type="button" value="Add Additional Narrative Text"/>			
the Indirect cost rate is applied to Salaries of \$50,750 and Fringe Benefits of \$12,180 plus the Cell phone expense of \$42.30 at a rate of 19.1%					

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## EXHIBIT C

### PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/project-safe-neighborhoods-program). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<b><u>Overall goal of your program:</u></b> To reduce recidivism and violence involvement among men at highest risk of gun violence involvement exiting prison to Chicago		
<b><u>Process Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 01/01/2022- 12/31/2022</b>
Documentation and record-keeping practices and protocols are developed and implemented.	<ul style="list-style-type: none"> <li>- Documentation and Data Collection Standard Operation Procedure</li> <li>- Cloud-based database</li> </ul>	1/31/22
Full-time staff are trained and oriented in cognitive behavior intervention, Onboard Chicago Bridge training curricula, as well as trauma-informed, restorative justice, risk-needs-responsivity approach.	# of staff trained and oriented	1 staff
IDOC staff use validated assessment tools (ORAS and READI Chicago's validated eligibility screening tool) to identify and refer men at highest risk of gun violence involvement prior to transfer to IDOC correctional center.	<ul style="list-style-type: none"> <li>- Referral and Transfer Standard Operating Procedure</li> <li>- READI for Reentry Eligibility Screening Tool</li> </ul>	1/1/22
Referral relationships with service providers, education programs/institutions, employment programs, and employers in Chicago are secured (for post-release participants).	<ul style="list-style-type: none"> <li>- Partnerships with service providers</li> <li>- Partnerships with employers, education programs/institutions, and employment programs.</li> </ul>	4 employers and 4 programs

READI for Reentry staff deliver program model through a trauma-informed, restorative justice, risk-needs-responsivity approach.	- # of FTE READI for Reentry staff delivering program model	1 staff 2/1/22
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4 meetings
<b><u>Outcome Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u></b> <b>01/01/2021-</b> <b>12/31/2021</b>
Enroll 30 participants in READI for Reentry program	# of participants enrolled	30 participants by 12/31/22
Case management outcomes: 100% of participants complete a needs assessment, have reentry case plans upon release, and a coordinated referral to at least one provider	# of Needs Assessments completed # of participants with Reentry Case Plans when exiting prison # of participants receiving referral to a community-based provider	30 Needs Assessments 15 participants 15 participants
CBI outcomes include: 90% of participants still enrolled in R4R at time of release will have completed 48 CBI sessions	# of participants who have completed 48 CBI sessions	13 participants
Employment outcomes for participants still enrolled in R4R at time of release include: 90% complete job readiness training	# of participants who completed job readiness training	13 participants
Ninety percent of participant families or friends will receive at least 2 calls or visits.	# of participants families or friend receiving 2 phone calls	13 participants
Recidivism outcome is to reduce baseline rate of 29%.	# of participants remaining out of IDOC for 1 year post-release	0 participants will have been out for 1 year

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

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

## EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Marci Kresin Title: COO Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604  Telephone: 224-688-6466 Email: <a href="mailto:mkresin@heartlandalliance.org">mkresin@heartlandalliance.org</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Sophia Manuel Title: Sr. Program Manager Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604  Telephone: 201-220-7349 Email: <a href="mailto:smanuel@heartlandalliance.org">smanuel@heartlandalliance.org</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Godwin Atoe Title: Senior Financial Analyst Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604  Telephone: 708-297-1502 Email: <a href="mailto:gatoe@heartlandalliance.org">gatoe@heartlandalliance.org</a>

**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.

# **UNFINISHED BUSINESS**

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: December 21, 2021

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. None

**Adjournment**