



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED AGENDA

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

Thursday, June 22, 2023  
6:00 p.m.

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Board Member Dave Tassoni
3. **Agenda Announcements** ..... Chairman Joseph Chiarelli
4. **Roll Call** ..... Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
  - A. Awards – None
  - B. Presentation – Rockford Area Venues and Entertainment - Annual Update
  - C. Public Hearings – None
  - D. Public Participation – John Mitchell, President of Winnebago-Boone Farm Bureau, presenting the Allies in Agriculture plaque to the Board  
Rev. Earl Dotson, Sr., Create Manufacturing Jobs for National Security, Pro  
Denzil Wynter, Disrespect for Treatment of Citizens by Sheriff Police, Con  
Joan Sage, Comcast Government and Regulatory Affairs Manager, Comcast Franchise Agreement, Pro
6. **Approval of Minutes** ..... Chairman Joseph Chiarelli
  - A. Approval of May 25, 2023 minutes
  - B. Layover of June 8, 2023 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule).**
9. **Reports of Standing Committees**..... Chairman Joseph Chiarelli

- A. Finance Committee ..... **John Butitta, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC
  - 3. Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications)
  - 4. Ordinance Amending Recorder’s Predictable Fee Schedule to Institute Mandated Increase to Rental Housing Support Program State Surcharge to be Laid Over
  - 5. Ordinance for a Budget Amendment for Violent Crime Reduction in Illinois Communities (VCRIC) Grant Extension to be Laid Over
  - 6. Ordinance for a Budget Amendment for Circuit Clerk PT Staff to be Laid Over
  
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**
  - Planning and/or Zoning Requests:
  - 1. Committee Report
  
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
  - 1. Committee Report
  
- D. Operations and Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  
- E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
  - 2. (23-023) Resolution to Request Permission from IDOT for Intermittent Closure of IL Route 75 for the GFNY Rockford Cycling Event  
County Cost: \$00.00 C.B. District: 1, 2, 5
  - 3. (23-024) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB)  
Cost: \$199,750 C.B. District: County Wide
  
- F. Public Safety and Judiciary Committee ..... **Brad Lindmark, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
  - 3. Resolution Authorizing Execution of a First Amendment to the Public Safety Sales Tax Agreement by and Between the County of Winnebago, Illinois, 17th Judicial Circuit Court and Remedies Renewing Lives
  - 4. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements
  - 5. Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
  - 6. Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

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

**Appointments read in on April 13, 2023**

**A. Board of Review, Annual Compensation: \$27,809.86**

- 1. Pamela Cunningham (Reappointment), Winnebago, Illinois, 2-year term, May 2023 to May 2025**
- 2. Jay Dowthard (Reappointment), Rockford, Illinois, 2-year term, May 2023 to May 2025**

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

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

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

**Next Meeting: Thursday, July 13, 2023**

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

**RAVE**  
Rockford Area Venues and Entertainment



Coronado Performing Arts Center



BMO  CENTER

**DAVIS PARK**  
*at founders landing*

***ROCKFORD AREA VENUES AND ENTERTAINMENT AUTHORITY***  
***WINNEBAGO COUNTY REPORT – JUNE 22, 2023***



# RAVE TIMELINE

**FEB 2007**

Chicago Blackhawks Affiliation with Rockford IceHogs AHL team  
Term through JUN '17

**AUG 2010**

RAVE hires SMG to manage the "MetroCentre" and Davis Park

**JUN 2012**

IGA with City to manage the BMO, Coronado Performing Arts Center, and Davis Park  
Term through JUN '22

**OCT 2013**

RAVE brings catering and concessions services in house with SAVOR... a division of SMG  
Term extended through AUG '21

**MAY 2016**

Chicago Blackhawks Affiliation with Rockford IceHogs AHL team  
Term extended through JUN '21

**JUL 2017**

Rockford IceHogs AHL Affiliation renewed for 5 years  
Term extended through JUL '22

**JUL 2021**

Sold the Rockford IceHogs to MLHT, LLC (aka Chicago Blackhawks)  
15 year team lease term through JUN '36  
ASM Management Agreement Renewed for 10 years through JUN '31

**APR 2010**

Current RAVE board is formed

**NOV 2010**

BMO Harris Bank Center naming rights for the MetroCentre  
Term through AUG '16

**JUL 2012**

RAVE hires SMG to manage the Coronado Performing Arts Center

**JAN 2016**

IGA with City and County to repair Church Street Concourse Deck  
Term through DEC '35

**SEP 2016**

- BMO Harris Bank renews naming rights
- Term extended through AUG '21

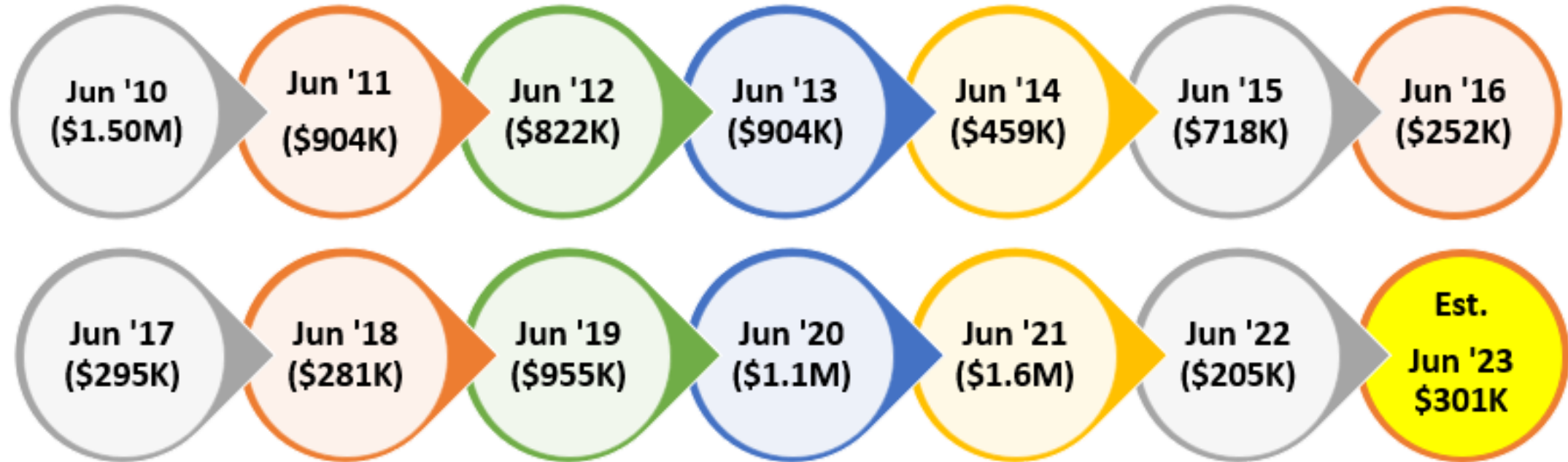
**APR 2020**

Addendum #1 to 2012 IGA with City to make available \$2M LOC to pay vendor invoices from closing due to COVID-19

# RAVE NET OPERATING INCOME

(INCLUSIVE OF ASM GLOBAL MANAGEMENT FEES)

*The Coronado Performing Arts Center was not managed by RAVE from FY10 to FY12 and the City provided additional direct support to the managers of CPAC for operations and utilities of approximately \$600K annually.*



# RAVE NET EVENT INCOME

EVENT CONTRIBUTION	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY22	FY23 EST.
IceHogs	856,122	1,004,897	755,206	1,088,685	1,363,443	1,744,587	1,689,907	1,106,836	1,165,233	906,826	799,853	824,981	939,589
Coronado				482,282	410,664	515,852	614,471	787,236	678,074	843,492	499,674	1,102,629	1,408,793
Davis Park	(1,725)	(19,362)	(151,533)	(72,256)	(81,862)	(23,576)	5,497	802	(825)	1,824	3,668	8,988	13,000
BMO	1,168,889	722,251	1,081,944	330,531	772,286	367,938	743,078	899,960	1,064,020	618,504	642,706	582,591	1,055,851
	2,023,286	1,707,786	1,685,617	1,829,241	2,464,531	2,604,802	3,052,953	2,794,834	2,906,503	2,370,646	1,945,900	2,519,189	3,417,233





## Concessions & Catering Event Profit



# SAVOR...



**\* NEW POS \***

**\* 100% CASHLESS \***

**\* ADDED FOOD OFFERINGS \***

**\* BLOCK PARTIES \***

**\* TAX ON TOP \***

**\* THEMED BEVERAGES \***

**\* GRAB & GO \***

**\* PRIVATE EVENTS \***

**\$91K Jo Koy (2) : 4,418**

**\$63K Charlie Berens (2) : 3,626**

**\$63K Aaron Lewis : 2,135**

**\$60K Goo Goo Dolls : 2,226**

**\$60K Bert Kreischer (2) : 4,443**

**\$56K Book of Mormon : 2,252**

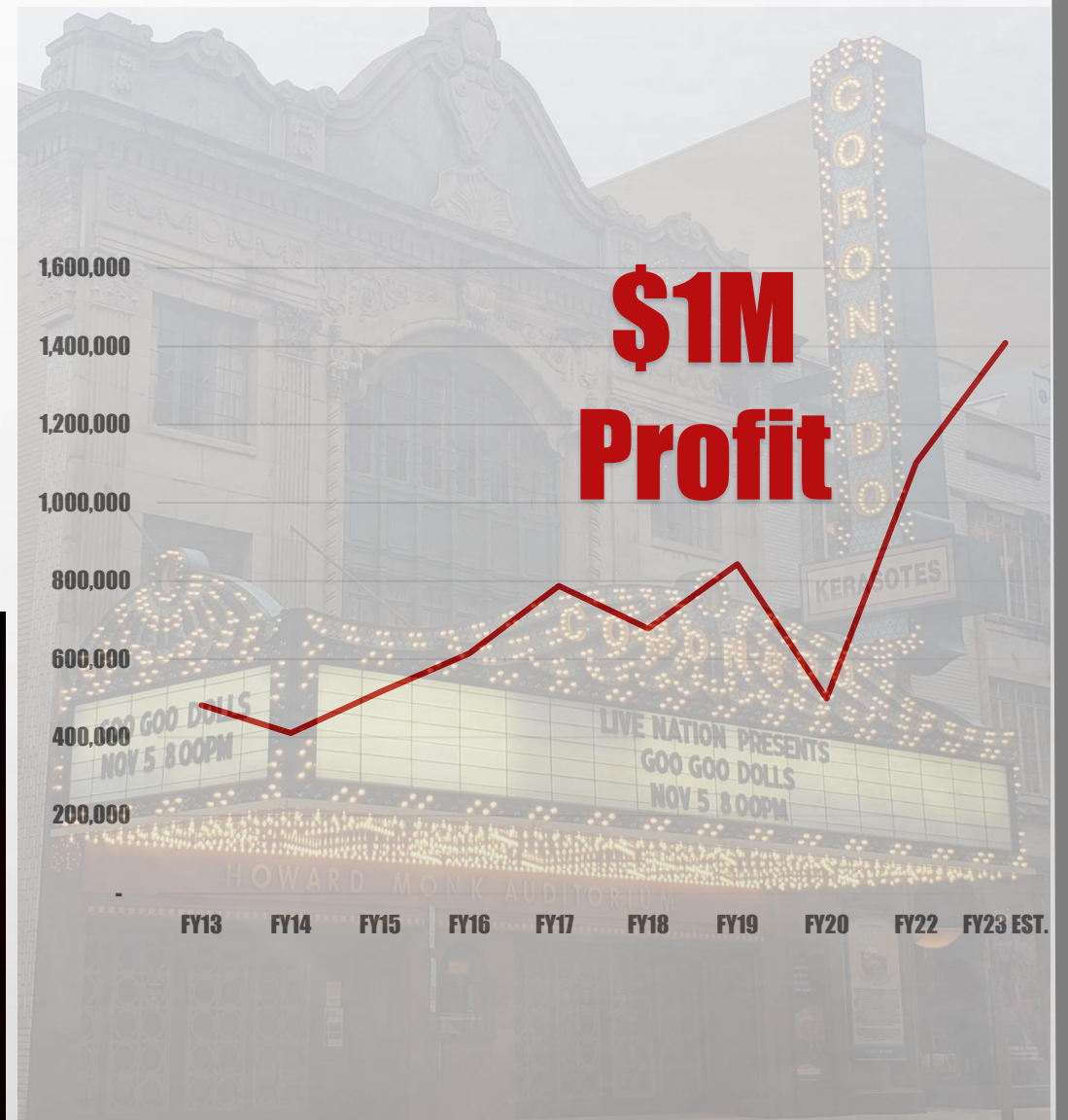
**\$53K Buddy Guy : 2,277**

**\$52K Gabriel Iglesias : 2,282**

**\$49K Vince Gill : 1,897**

**\$49K Theo Von : 2,248**

**\$46K Nate Bargatze : 2,069**

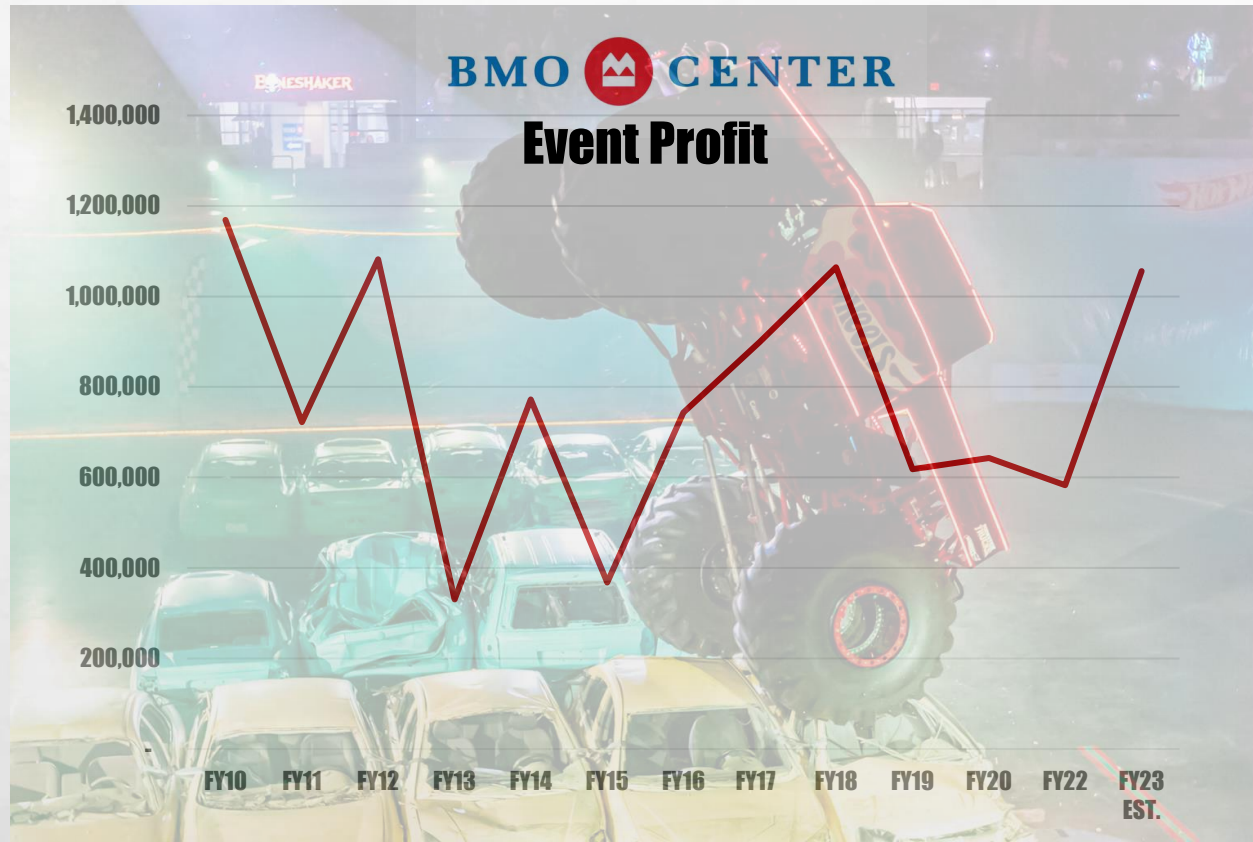




# Q1 2023

- 23,498 Disney on Ice (9)
- 12,873 Hot Wheels (4)
- 8,669 IKWF
- 7,364 Old Dominion
- 6,858 Bert Kreischer
- 4,839 WWE
- 3,323 MW-PC Synchro Skating
- 2,464 Harlem Globetrotters

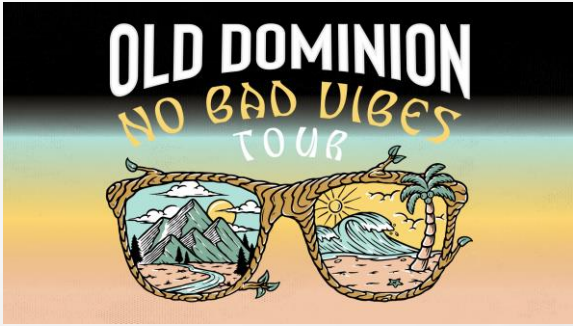
**70K  
Guests**



**Thank  
you  
RACVB**



BMO  CENTER

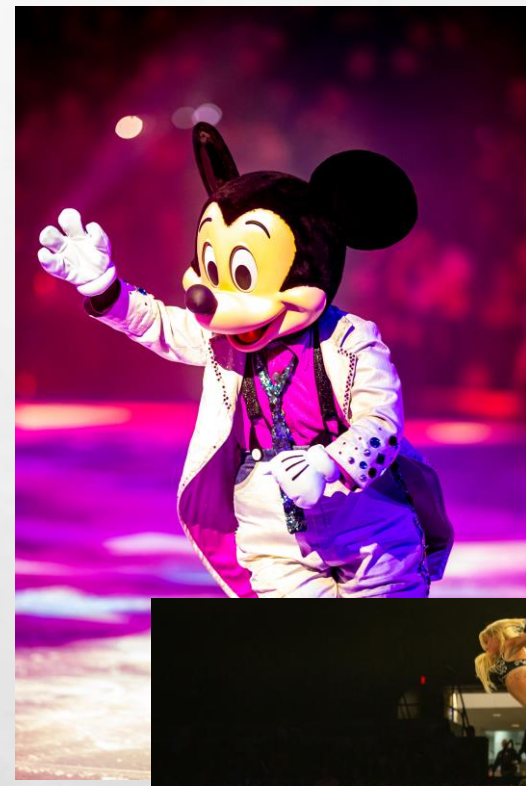


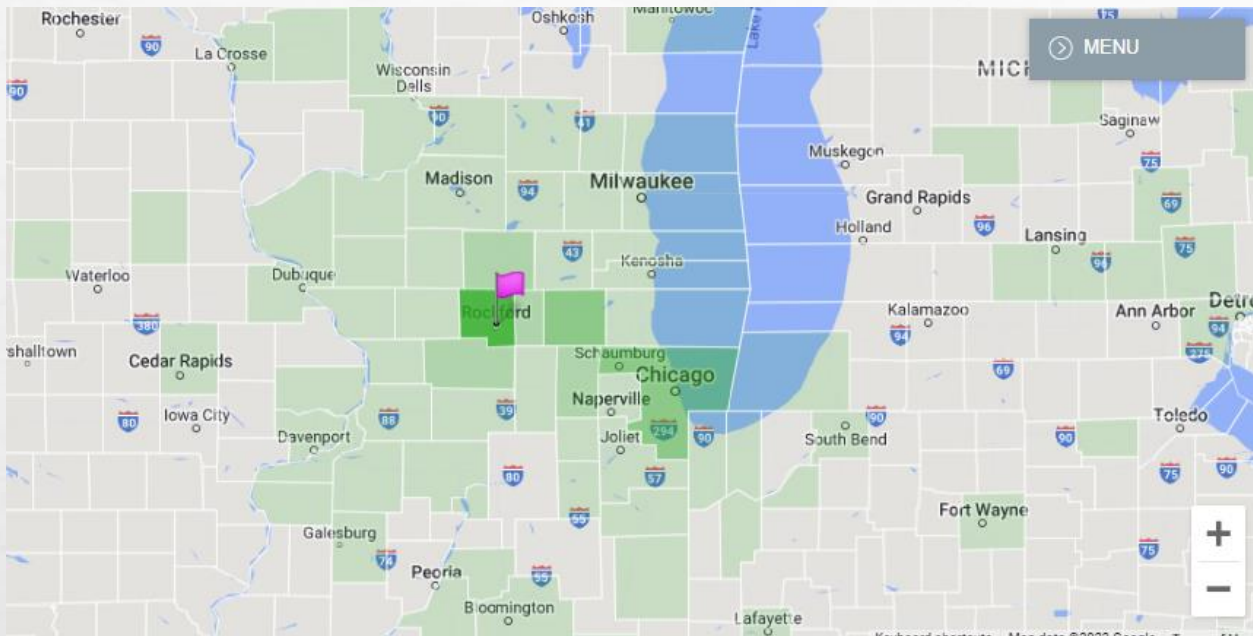
**SOLD OUT!!**



# #119 on Pollstar's top 200 Arenas (Q1 2023)

BMO  CENTER





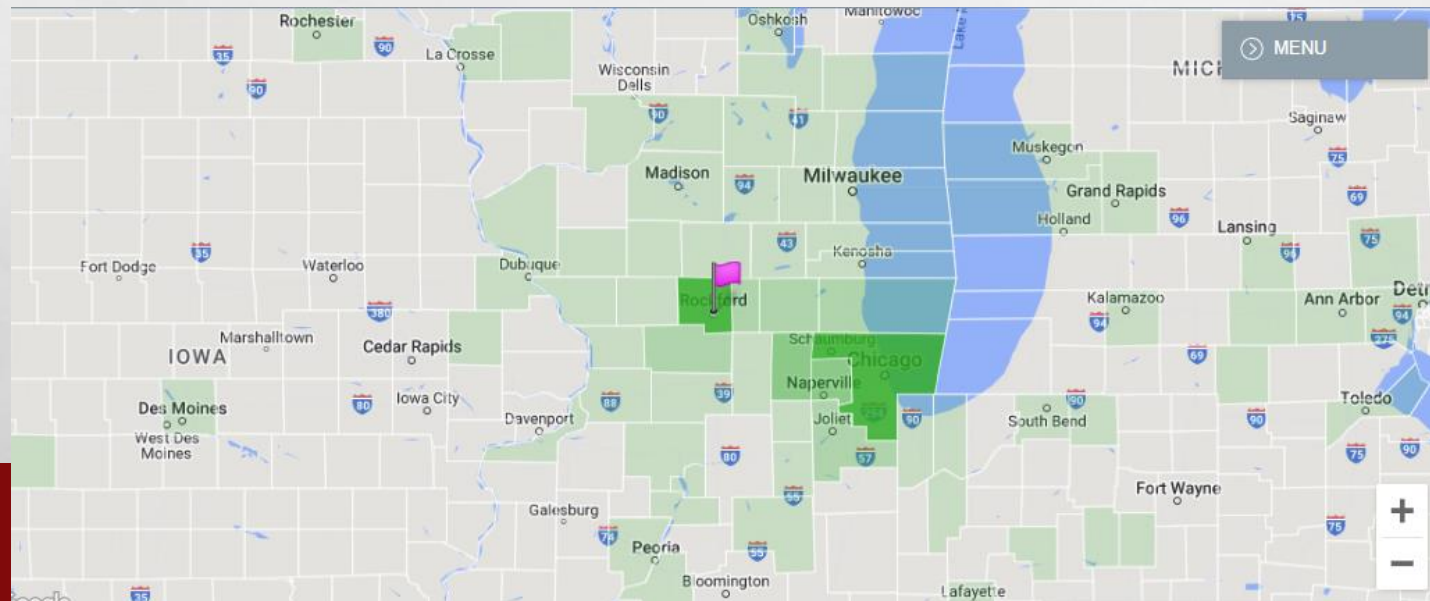
## Bert Kreischer

**Rockford 42%**  
**Chicago 34%**  
**Madison 11%**  
**Milwaukee 4%**  
**Other 9%**



# Heat Maps

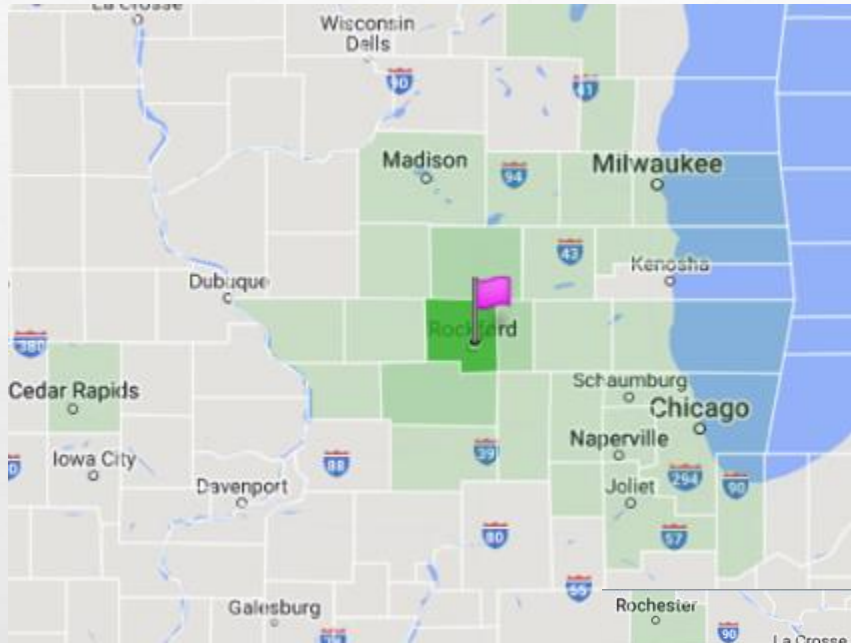
(online sales with Ticketmaster)



## Old Dominion

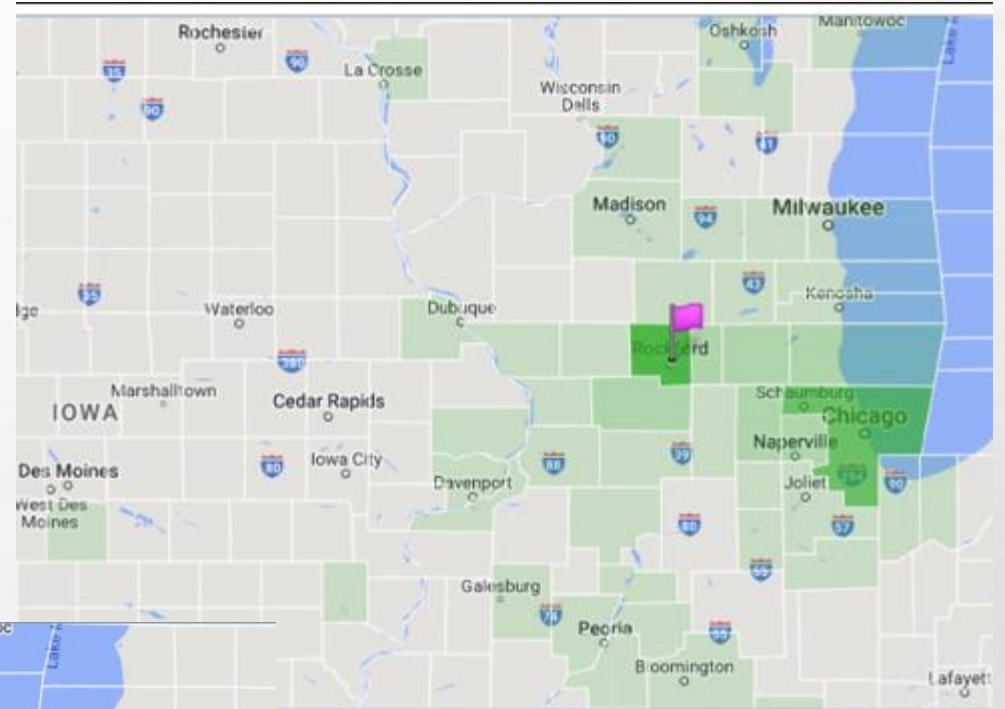
**Chicago 43%**  
**Rockford 36%**  
**Madison 6%**  
**Milwaukee 5%**  
**Other 10%**





**Charlie Berens**

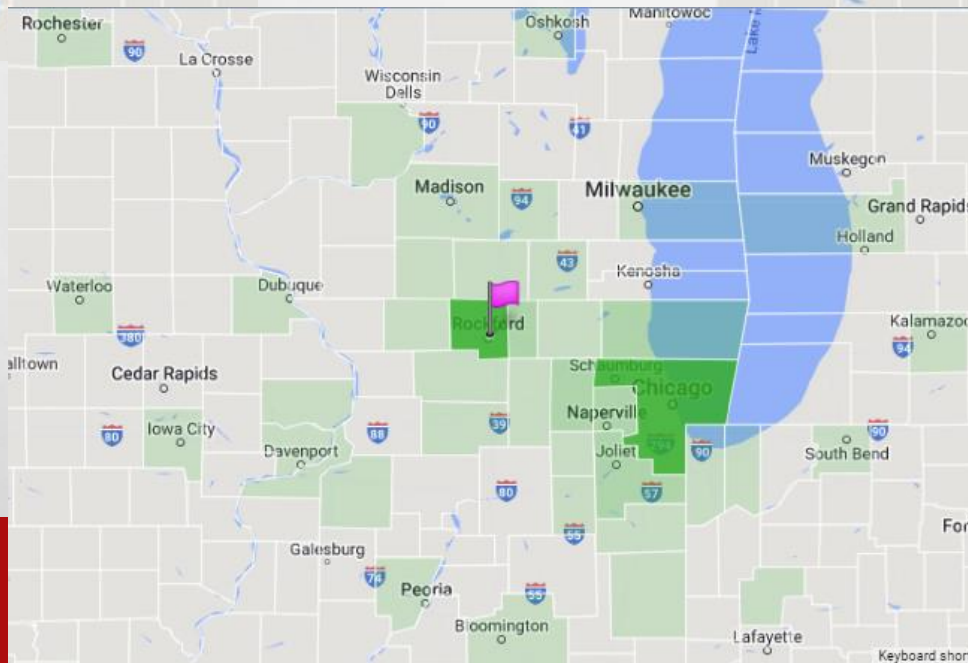
**Rockford 65%**  
**Madison 13%**  
**Chicago 13%**  
**Other 9%**



**Goo Goo Dolls**

**Rockford 41%**  
**Chicago 37%**  
**Madison 6%**  
**Quad Cities 4%**  
**Milwaukee 3%**  
**Other 8%**

**Jo Koy**  
**Chicago 48%**  
**Rockford 39%**  
**Madison 3%**  
**Milwaukee 2%**  
**Other 8%**



Coronado Performing Arts Center



Coronado Performing Arts Center



ROCKFORD



**The Stage**

**Thank you, Hard Rock!**

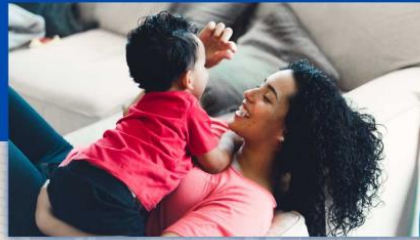


## ASM ROCKFORD SUPPLY DRIVE

 FEB 15, 2023 - MAR 31, 2023

 BMO CENTER ADMIN LOBBY

 MELD Women's Shelter at Youth Services Network



ASM Global Acts

ASM Global Acts

Protect the Environment

Invest in People

Strengthen our Communities

# ASM GLOBAL Initiatives


- **WORKDAY TRANSITION – HRIS & RECRUITING**
- **REGIONAL MARKETING SUPPORT – THEATERS & ARENAS**
- **ASM GLOBAL INSIGHTS – CUSTOMER SURVEYS**
- **SILVERLAKE DIGITAL – TARGET MESSAGING ONLINE**
- **SPRINKLR – SOCIAL MEDIA MANAGEMENT**
- **PROFLIC1 – PREMIUM SEATING SELLER**
- **ANNUAL MEETINGS – GM, MARKETING, & SAVOR**
- **REGIONAL BOOKING – PROMOTER MEETINGS**
- **THEATER MEETINGS – ASM QUARTERLY & NYC**
- **BUSINESS SERVICES & STRATEGY – ANALYTICS**
- **HUMAN RESOURCES – VIRTUAL HIRING EVENTS**
- **PURCHASING – BUYING POWER WITH ECONOMIES OF SCALE**




GLOBAL MONTH OF  
**GIVING**

ASM Global Acts

## ASM ROCKFORD COAT DRIVE

 Nov 15, 2022 - Dec 15, 2022

 BMO CENTER & CORONADO PERFORMING ARTS CENTER





ASM Global Acts



# COLLABORATIVE PLEDGES TO DIVERSITY, EQUITY, & INCLUSION



- 1) we will **seek programming** that speaks to diverse audiences.
- 2) we will **address financial barriers** to programming.
- 3) we will create a welcoming environment for all, by providing **diversity and inclusion training** for staff and volunteers.
- 4) we **will implement accountability measures** that will help to ensure equity in customer experience.
- 5) we will build trust through **transparency in rental and partnership opportunities**
- 6) we will **better engage with our community groups** to ensure awareness of where partnership opportunities exist.
- 7) we will ensure our **marketing is a reflection** of our diverse community, our region, and our visitors.
- 8) we will look for **creative and financially sustainable ways to pursue** community produced and community focused events.
- 9) we will keep **diversity, equity, and inclusion in the forefront** of our efforts to help ensure a welcoming region.

# DEI Scorecard



> **Donated over 400 tickets to various community groups**  
**Easter Seals, Representative West, Rockford Rescue Mission, Noah's Ark, Vet Tix, YWCA, Marshmallows Hope, Home Start, Autism Awareness, PAWS, Alpine Academy of Rockford**

> **FREE Community Programming for Stroll on State**

> **Davis Park Rate Sheet**  
**\$20k+ investment towards fencing to reduce costs**

> **Community Engagement**  
**Rockford Public School District Business Academy Pathway job shadowing, Kennedy Middle School came with Representative West's READY Program tour with Q&A, Marshall Elementary attended US Synchro Skating Championships**

> **3 Naturalization Ceremonies at the Coronado Performing Arts Center**  
**850+ immigrants have been sworn in as U.S. citizens**

> **Employee Culture Committee**  
**Volunteer Workdays with Lifescape, Coat Drive benefitting Koats4Kids and the Salvation Army of Rockford, Donation drive for MELD women's shelter, and more!**

> **Friday Night Flix at Davis Park & Coronado**

> **Hired Ignite Change Solutions**

> **Hosted 5 REACH for the Stars Programs**

> **Hosted Pride Night with Rockford IceHogs**



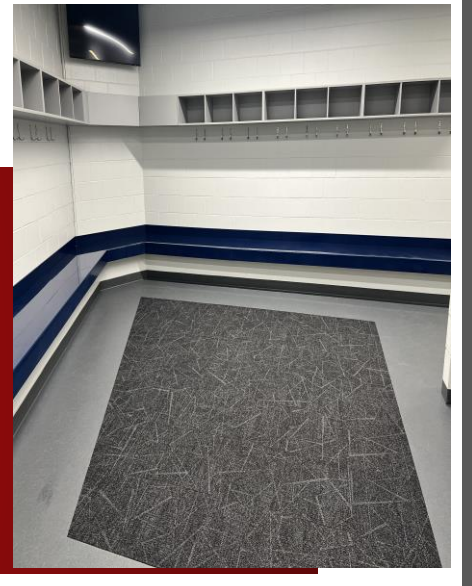
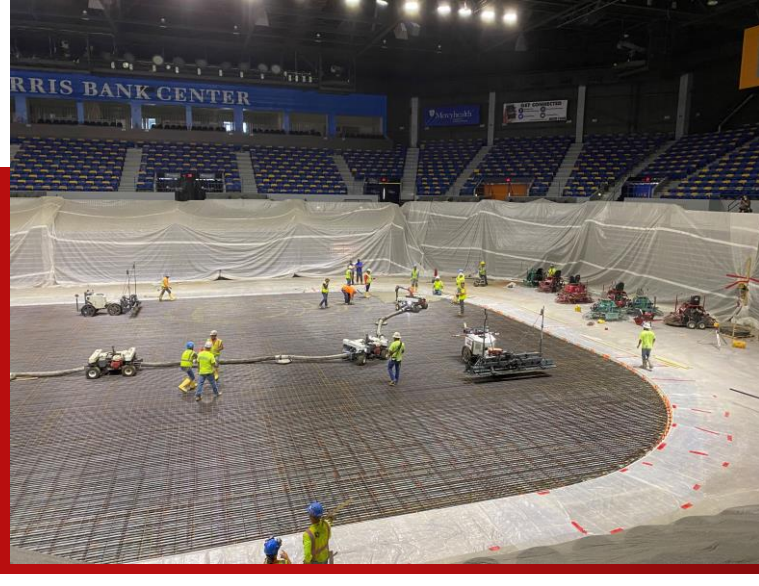
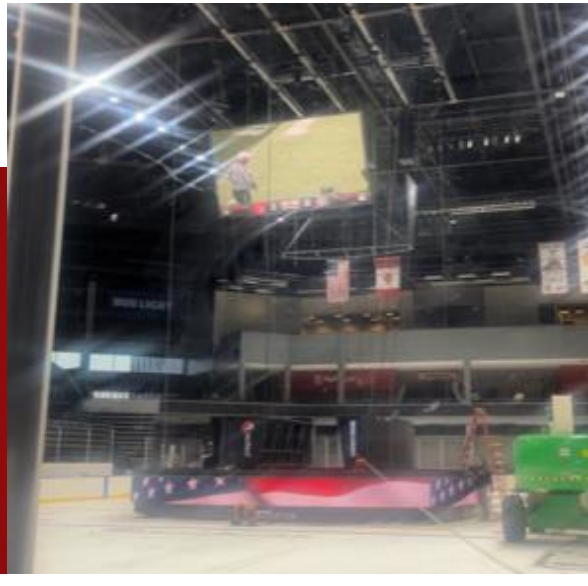
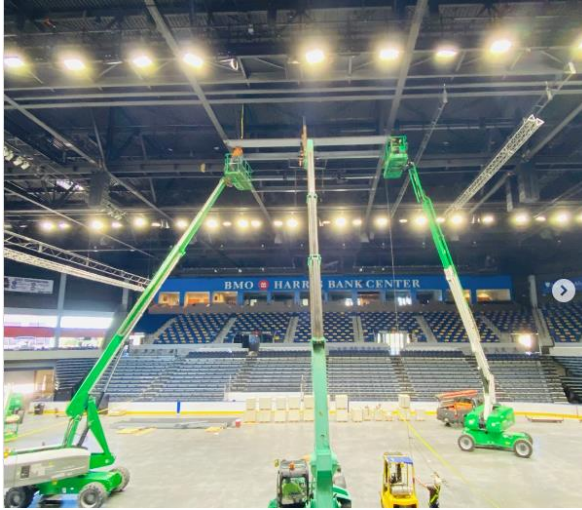


**Thank you, Ignite Change Solutions!**



# RECENT RENOVATIONS & UPGRADES

- Ice floor replacement
- Dehumidification & Cooling Tower
- Passenger Elevator (jack & modernization)
- Press Level Renovations (The Stage)
- Exterior LED
- 2-Zamboni's
- 200-level Isle Handrails
- Center hung Scoreboard
- LED Ribbon Boards
- Escalator #1 replacement
- Star Dressing Room
- Concourse Restrooms
- Suite Level Roof Repairs
- Ice Level Club Lounge Refresh
- Club Box Refresh
- Suite and Suite Lounge Refresh
- Concourse Windows (motorized shades)
- Concourse Lighting
- Club Lounge Staging
- Sports Lighting
- Sound System
- Team Store Glass Wall & Doors
- Building wide WiFi
- Emergency Exterior Concrete Repairs
- Security Camaras





# UPCOMING RENOVATIONS

- **Box office & NE main entry**
- **NE Main Concourse Bar**
- **Grab & Go Store**
- **South End Upper Club**
- **Administration Offices**
- **Knee Wall and Concrete Repairs**

**Thank you, State of Illinois, City of Rockford, Winnebago County, and the Chicago Blackhawks!**

- **BUILDING AUTOMATION SYSTEM**
- **ELECTRICAL DISTRIBUTION**
- **EXTERIOR DOOR REPLACEMENT**
- **EMERGENCY GENERATOR**
- **ROLLUP DOOR REPLACEMENT**
- **ESCALATOR #2**
- **BOILER REPLACEMENT**
- **SW EXTERIOR WALL CONCRETE PANELS**
- **VIDEO CAMERAS & CABLING**



- Establish a  
Capital Reserve Fund**
- **Team Sale**
  - **ASM Loan**
  - **Operating Surplus**



# CAPITAL IMPROVEMENT PLAN

<b>2023-2027</b>	<b>\$6,082,100</b>
<b>2028-2032</b>	<b>\$5,447,005</b>
<b>2033-2037</b>	<b>\$2,514,558</b>
<b>TOTAL</b>	<b>\$14,043,663</b>



**THANK YOU!  
FOR YOUR  
CONTINUED  
PARTNERSHIP**



# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
MAY 25, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 25, 2023 at 6:00 p.m.
2. Pastor Calvin Culpepper from Court Street United Methodist Church gave the invocation and led the Pledge of Allegiance.
3. County Administrator Thompson announced the following Agenda Announcements:

Under Zoning Committee

Please Remove:

2. Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, IL) be Subject to the Jurisdiction of the City of South Beloit pursuant to be Pre-Annexation Agreement.
3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments regarding Commercial Wind Power Generating Facilities/Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities).
4. Roll Call: 18 Present. 2 Absent. (Board Members Booker, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Arena and Butitta were absent.)

Chairman Chiarelli took a moment of silence in recognition on Memorial Day.

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

5. Awards - None
- Presentations - Annual Overview of Revolving Loan Program – Presented by John Phelps and Chris Dornbush. Discussion by Board Members Sweeney, Booker, and Goral.
- Public Hearings - None
- Public Participation- None
- Proclamations - None.

### APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Penney made a motion to approve County Board Minutes of April 27, 2023 and layover County Board Minutes of May 11, 2023, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

### CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 25 2023. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Penney. Motion was approved by a voice vote. (Board Members Arena and Butitta were absent.)

### APPOINTMENTS

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

Chairman Chiarelli read in for the first reading of the Reappointments 1, 2. & 3. (as listed below). Board Member Crosby made a motion to suspend the rules, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.) Board Member Crosby made a motion to approve the Reappointments (as listed below), seconded by Board Member Sweeny. Discussion by Chairman Chiarelli. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

A. Washington Park Light District, Annual Compensation: \$300

1. Bernice E. Russell (Reappointment), Rockford, Illinois, 3-year term, April 2021 to April 2024
2. Flora Williams (Reappointment), Rockford, Illinois, 3-year term, April 2022 to April 2025
3. Holly Nash (Reappointment), Rockford, Illinois, 3-year term, April 2023 to April 2026

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Salado made a motion to approve a Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled David Seitz versus Winnebago County, seconded by Board Member Hoffman. Discussion by Board Member Salgado. Motion was

approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

10. Board Member Salgado read in for the first reading of an Ordinance for a Budget Amendment to Establish Sheriff E-Citation Fund to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
11. Board Member Butitta made a motion to approve a Resolution to Expedite the Payment of Claims for Winnebago County, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Member McDonald voted no.) (Board Members Arena and Butitta were absent.)

### **ZONING COMMITTEE**

12. Board Member Webster read in for the first reading of Z-03-23 A Map Amendment to Rezone 5.0+- Acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District ( a Sub-District of the RA District) for the property that is commonly known as 6875 Forest Preserve Road, Rockton, IL 61072 in Shirland Township, District 2 to be laid over.
13. Board Member Webster made a motion to approve a Resolution Supporting Agriculture within the County of Winnebago, Illinois, seconded by Board Member Guevara. Discussion by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
14. Board Member Webster made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of Cherry Valley, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

Board Member Webster announced that a Zoning Board of Appeals meeting is tentatively scheduled for Wednesday, August 9, 2023 and the next Zoning Committee meeting is tentatively scheduled for Wednesday, August 23, 2023.

### **ECONOMIC DEVELOPMENT COMMITTEE**

15. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Extend an Existing Loan for \$419,387 from the Revolving Loan Fund to Experity, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

16. Board Member McDonald made a motion to send back to Committee a Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds, seconded by Board Member Guevara. Discussion by County Administrator Thompson and Board Members Goral and Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

### **PUBLIC WORKS COMMITTEE**

17. Board Member Tassoni made a motion to approve (23-017) Resolution Amending a Local Agency Resolution of Intent to Retire General Obligation Bonds with Motor Fuel Tax for Improvements to County Highways, seconded by Board Member Hoffman. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
18. Board Member Tassoni made a motion to approve (23-018) Resolution Authorizing the Award of Bid for the Annual Concrete Pavement Patching (Section: 23-0000-01-GM), seconded by Board Member Sweeny. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
19. Board Member Tassoni made a motion to approve (23-019) Resolution Authorizing an Agreement with Willett Hofmann & Associates, Inc. to Provide Construction Engineering Services for Guilford Road Culvert in Rockford Township. (Section 21-09119-00-BR), seconded by Board Member Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
20. Board Member Tassoni made a motion to approve (23-020) Resolution Authorizing the Award of Bid for the Second 2023 County General Letting (Section 23-00000-00-GM), seconded by Board Member Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
21. Board Member Tassoni made a motion to approve (23-021) Resolution Authorizing Placing Orders for the Purchase of Plow/Dump Truck Chassis, seconded by Board Member Webster. Discussion by Board Members Tassoni and Webster. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
22. Board Member Tassoni made a motion to approve (23-022) Resolution Authorizing the Award of Bid for the Spring Creek Road Resurfacing Project (Section: 23-09000-02-RS), seconded by Board Member Lindmark. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

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

23. Board Member Lindmark made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

24. Board Member Lindmark made a motion to approve a Resolution Authorizing Execution of a First Amendment to the ARP Subrecipient Agreement by and Between the County of Winnebago, Illinois and Marshmallow's Hope, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)
25. Board Member Lindmark made a motion to approve a Resolution to Extend Project Safe Neighborhoods Agreement, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Arena and Butitta were absent.)

### UNFINISHED BUSINESS

26. None.

### NEW BUSINESS

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

Board Member Tassoni spoke of Budget Policy recommendations.

### ANNOUNCEMENTS & COMMUNICATION

28. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
  - A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
    - a. Byron Station – Integrated Inspection Report 05000454/2023001 and 05000455/2023001
    - b. Federal Register/Vol. 88, No. 94/Tuesday, May 16, 2023/Notices

### ADJOURNMENT

29. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Arena and Butitta were absent.) The meeting was adjourned at 6:46 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JUNE 8, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 8, 2023 at 6:00 p.m.
2. Board Member Sweeney gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Member McDonald was absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- John Guth, Challenging Raffle License and Ordinance, Con

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of May 11, 2023 and layover County Board Minutes of May 25, 2023, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for June 8 2023. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Member McDonald 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).**

A. County Administrator recommended Steven Schultz as the new Winnebago County Chief Financial Officer. Board Member Guevara made a motion to appoint Steven Schultz, seconded by Board Member Thompson. Discussion by Board Members Butitta and Crosby. Motion was approved by a voice vote. (Board Member Goral voted no.) (Board Member McDonald was absent.)

B. Zoning Board of Appeals, Annual Compensation: \$1,200

1. David Daly (New Appointment), Pecatonica, Illinois, 5-year term, May 2023 to May 2028

C. Cherry Valley Cemetery Associated, Annual Compensation: None

1. Pat Stegemann (New Appointment), Cherry Valley, Illinois, 6-year term, May 2023 to May 2029

**REPORTS FROM STANDING COMMITTEES**

**FINANCE COMMITTEE**

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Animal Services Donation Fund to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Board Member Butitta moved to approve the Ordinance, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for State's Attorney Office Automation Fund and State Forfeiture to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Board Member Butitta moved to approve the Ordinance, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
11. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Transfer from PSST Fund to 2022 Series Debt Service Fund to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Board Member Butitta moved to approve the Ordinance, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

## ZONING COMMITTEE

12. See Unfinished Business.

## ECONOMIC DEVELOPMENT COMMITTEE

13. No Report.

## OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member Hanserd made a motion to approve a Resolution to Approve Administration Building Security Project, seconded by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
15. Board Member Hanserd made a motion to approve a Resolution Awarding Bid for WCAS Flat Roof Replacement Project, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
16. Board Member Hanserd made a motion to approve a Resolution Awarding Bid for HVAC Replacement at the Juvenile Detention Center Building, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
17. Board Member Hanserd made a motion to approve a Resolution to Approve Purchase of a Truck for Facilities with CIP 23 General Funds, seconded by Board Member Thompson. Discussion by Director of Purchasing Johns and Board Members Arena, Tassoni, and Penney. Motion was approved by a voice vote. (Board Member Arena abstained.) (Board Member McDonald was absent.)

## PUBLIC WORKS COMMITTEE

18. No Report.

## PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. No Report.

## UNFINISHED BUSINESS

### **Appointments read in on April 27, 2023**

Board Member Guevara made a motion to approve the Appointments (as listed below), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

- A. Cherry Valley Cemetery Association, Annual Compensation: None
  - 1. David Ward (Reappointment), Cherry Valley, Illinois, 6-year term, March 2023 to March 2029
  - 2. James Claeysen (Reappointment), Cherry Valley, Illinois, 6-year term, March 2023 to March 2029
- B. Seward Sanitary District, Annual Compensation: None
  - 1. Andrew Conover (Reappointment), Seward, Illinois, 3-year term, May 2023 to May 2026
- C. Cherry Valley Fire Protection District, Annual Compensation: \$4500 with certification classes
  - 1. William LeFevre (Reappointment), Cherry Valley, Illinois, 3-year term, May 2023 to May 2026
- D. Community Action Agency, Annual Compensation: None
  - 1. Dorothy Redd, (Reappointment), Rockford, Illinois, 1-year term, May 2023 to May 2024
- E. Kids Place, Annual Compensation: None
  - 1. Taryn Marko (New Appointment), Rockton, Illinois
- F. Durand Sanitary District, Annual Compensation: \$500
  - 1. David Waller (Reappointment), Durand, Illinois, 3-year term, May 2023 to May 2026
- G. Zoning Board of Appeals, Compensation: \$100 per meeting
  - 1. Janet Klinger (Reappointment), Winnebago, Illinois, 5-year term, May 2023 to May 2028
- H. Northwest Fire Protection District, Annual Compensation: \$1,000
  - 1. Charles Barnes (Reappointment), Rockford, Illinois, 3-year term, May 2023 to May 2026
- I. Win-Bur-Sew Fire Protection District, Annual Compensation: \$1500
  - 1. Loren Gambrel (Reappointment), Winnebago, Illinois, 3-year term, May 2023 to May 2026

**Zoning Committee**

- A. Board Member Webster made a motion to deny Z-03-23 A Map Amendment to Rezone 5.0+- Acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a Sub-District of the RA District) for the property that is commonly

known as 6875 Forest Preserve Road, Rockton, IL 61072 in Shirland Township, District 2 Laid Over from May 25, 2023 meeting, seconded by Board Member Goral. Discussion by Chief of the Civil Bureau Vaughn and Board Members Arena and Webster. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

### NEW BUSINESS

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

Board Member Tassoni spoke of a hand-out regarding the Budget Policy languages.

Board Member Webster referred the allegations of the speaker John Guth, to the State's Attorney Office for review.

Board Member Tassoni inquired about the raffle process. Discussion by Chief of the Civil Bureau Vaughn, County Clerk Gummow, Chairman Chiarelli, and Board Members Webster, Arena, Goral, Penney, Scrol, and Tassoni.

Board Member Hanserd thanked Chairman Chiarelli and the Board for supporting Live at Levings at Blackhawk Park. Board Member McCarthy encouraged all to participate.

Board Member Sweeney reminded the Board that most members have not allocated their \$1000.00 Discretionary money.

### ANNOUNCEMENTS & COMMUNICATION

21. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Information Meeting with a Question and Answer Session to Discuss NRC 2022 End-Of-Cycle Plant Performance Assessment of Braidwood Station and Byron Station.
- b. Byron Station, Unit No. 2 – Report for December 12-16, 2022, Regulatory Audit Regarding Reinsertion of a High Burnup Accident Tolerant Fuel Lead Test Assembly (EPID L-2022-LLA-0131)

B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:

- a. Winnebago County Treasurer Bank Balances – May 1, 2023
- b. Collateralization Report – April 28, 2023
- c. Investment Report - as of April 1, 2023

C. County Clerk Gummow submitted from Mediacom the Annual Customer Service Report.

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Member McDonald was absent.) The meeting was adjourned at 6:43 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  
12 different organizations for 12 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
30920	1	COON CREEK CASTERS	07/03/2023 - 07/03/2023	\$ 1,000.00
30921	1	PECATONICA PRESCHOOL	08/12/2023 - 08/12/2023	\$ 4,999.99
30922	1	ROCKFORD LIVE AND LET LIVE SOCIETY	07/01/2023 - 09/01/2023	\$ 1,140.00
30923	1	ROCKFORD PROMISE	06/23/2023 - 06/23/2023	\$ 800.00
30924	1	ROCKFORD ART MUSEUM	09/16/2023 - 09/17/2023	\$ 1,250.00
30925	1	ST. PATRICK CATHOLIC CHURCH	06/23/2023 - 08/27/2023	\$ 4,500.00
30926	1	ST. JAMES CHURCH	07/05/2023 - 08/05/2023	\$ 3,148.00
30927	1	SHIRLAND FIREMAN'S AUX	06/25/2023 - 07/04/2023	\$ 500.00
30928	1	ROY GAYLE BASEBALL SOFTBALL INC	06/23/2023 - 07/15/2023	\$ 2,100.00
30929	1	UNIVERSITY CLUB OF ROCKFORD	07/15/2023 - 08/04/2023	\$ 2,500.00
30931	1	GREG LINDMARK FOUNDATION	06/23/2023 - 08/04/2032	\$ 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
30930	1	FORENINGEN LYRAN SOCIETY	06/23/2023 - 01/27/2024	\$100.00

This concludes my report,

LORI GUMMOW  
Winnebago County Clerk

Deputy Clerk Marisol Jimenez  
Date 22-Jun-23




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	\$	843,861
101	PUBLIC SAFETY TAX	\$	75,584
103	DOCUMENT STORAGE FUND	\$	17,227
106	RECORDERS DOCUMENT FEE FUND	\$	9,951
111	CHILDREN'S WAITING ROOM FUND	\$	8,600
114	911 OPERATIONS FUND	\$	70,414
115	PROBATION SERVICE FUND	\$	826
116	HOST FEE FUND	\$	104,750
123	STATE DRUG FORFEITURE ST ATTY	\$	42,329
126	LAW LIBRARY	\$	2,562
129	COUNTY AUTOMATION FUND	\$	4,606
131	DETENTION HOME	\$	33,838
155	MEMORIAL HALL	\$	1,900
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	12,761
158	CHILD ADVOCACY PROJECT	\$	1,098
161	COUNTY HIGHWAY	\$	23,942
162	COUNTY BRIDGE FUND	\$	1,611
164	MOTOR FUEL TAX FUND	\$	270,167
165	TOWNSHIP HIGHWAY FUND	\$	5,507
169	HIGHWAY REBUILD IL GRANT	\$	13,062
181	VETERANS ASSISTANCE FUND	\$	1,917
185	HEALTH INSURANCE	\$	1,268,967
196	MENTAL HEALTH TAX FUND	\$	384,638
301	HEALTH GRANTS	\$	82,481
302	SHERIFF'S DEPT GRANTS	\$	10,297
304	PROBATION GRANTS	\$	1,695
309	CIRCUIT COURT GRANT FUND	\$	106,726
313	AMERICA RESCUE PLAN	\$	397,417
314	CJCC GRANTS FUND	\$	3,838
401	RIVER BLUFF NURSING HOME	\$	437,779
410	ANIMAL SERVICES	\$	23,620
420	555 N COURT OPERATIONS FUND	\$	16,763
430	WATER FUND	\$	6,922
501	INTERNAL SERVICES	\$	76,850
743	CAPITAL PROJECTS FUND	\$	51,930
	TOTAL THIS REPORT	\$	<u>4,416,436</u>

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 22nd day of June 2023 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

# Appointments

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** June 15, 2023  
**Resolution Title:** Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC  
**County Code:** Not Applicable  
**Board Meeting Date:** June 22, 2023

## 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>	<b>Budget Impact:</b> N/A

**Background Information:** Comcast of Illinois/Indiana/Ohio, LLC (“Comcast”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in May, 2013. The current agreement expires June 30, 2023. The proposed agreement is based on the 2010 model agreement negotiated by the Metropolitan Mayor’s caucus and is consistent with the terms and provisions of the current agreement. It is also consistent with cable franchise agreements in comparable counties. Federal and state law governs the majority of the terms.

Minor changes were made to the proposed agreement, including party notice information and statutory language from the Illinois Counties Code (55 ILCS 5/5-1095.1) and language to comply with the Federal Communications Commission’s (FCC) Third 621 Report and Order (*See Section 4.6.1*). In short, in 2019 the FCC issued a new rule clarifying that cable service to government(s) and schools are considered payments under the franchise fee and that cable providers must be compensated for them. However, the fee charged to these buildings must be at a substantially reduced rate.

**Recommendation:** Staff concurs

**Legal Review:** Legal review conducted by the State’s Attorney’s Office

**Follow-Up:** On behalf of the County, the Winnebago County Board Chairman will execute the franchise agreement.

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

2023 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

---

**RESOLUTION AUTHORIZING THE RENEWAL OF A CABLE TELEVISION  
FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

---

**WHEREAS**, Comcast of Illinois/Indiana/Ohio, LLC (“Comcast”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in May, 2013; and

**WHEREAS**, by its term the aforementioned franchise agreement was scheduled to expire on April 30, 2023; and

**WHEREAS**, prior to April 30, 2023, the County and Comcast agreed to extend the original franchise agreement for sixty (60) days to give both parties time to negotiate terms of a new franchise agreement; and

**WHEREAS**, the County and Comcast have come to an agreement as to the terms of a new franchise agreement; and

**WHEREAS**, it is in the best interests of the citizens of Winnebago County, Illinois for the County to renew its franchise agreement with Comcast for the provision of cable video programming services in unincorporated Winnebago County, Illinois.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman is hereby authorized and directed to enter into a new franchise agreement with Comcast of Illinois/Indiana/Ohio, LLC for the provision of cable video programming services within unincorporated Winnebago County, Illinois.

**BE IT FURTHER RESOLVED**, that any cable video programming services franchise agreement entered into pursuant to the authority granted in this Resolution shall contain terms substantially similar to the terms that are contained in the agreement attached to this Resolution as “Exhibit A”.

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

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

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

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

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

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

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

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH V. 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



**CABLE TELEVISION FRANCHISE AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF WINNEBAGO, ILLINOIS**  
**And**  
**COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

This Cable Television Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Winnebago, Illinois (hereinafter, the “County”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”).

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television

broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad

debt, investment income, late fees, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *County of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *County of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2: Grant of Authority**

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the County grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.3. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.4. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System’s technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee’s distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children’s	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and

provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are “eligible” under 220 ILCS 5/22-501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise (consistent with the Federal Communications Commission’s (FCC) Third 621 Report and Order, 84 Fed. Reg. 44,725-01). Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by County**

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other

video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the County pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.



5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors if it used a reasonable methodology to assign the address or addresses to the County.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing

of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

## **SECTION 7: Insurance and Indemnity**

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the County's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the County does not utilize a PEG Channel; however the Grantee provides playback of the video coverage of the County's Board Meetings (PEG programming) that is produced by the County. To the extent Grantee provides playback of PEG programming, the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee ceases to provide playback of PEG programming, the Grantee shall notify the County. Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish and Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to active the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging

containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or

penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

County of Winnebago, Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attn: County Board Chairman

To the Grantee:

Comcast  
2001 York Road  
Oak Brook, Illinois 60523  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For County of Winnebago, Illinois:**

**For Comcast of Illinois/  
Indiana/Ohio, LLC:**

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

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

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

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

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

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

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

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

**CABLE TELEVISION FRANCHISE AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF WINNEBAGO, ILLINOIS**  
**And**  
**COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Winnebago, Illinois (hereinafter, the "County") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this 9<sup>th</sup> day of May, 2013 (the "Effective Date").

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television



broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include

refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *County of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *County of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2: Grant of Authority**

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. This Franchise shall terminate on April 30, 2023, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. General Service Obligation. It shall be Grantee's policy to make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children's	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan,” as it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by County**

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by

a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein, shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: (i) the maximum permissible franchise fee percentage; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only

to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

#### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers,



boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating, maintaining, and/or removing its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the County's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the

video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless

some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable

or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this Franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this Franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

Winnebago County Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attn: County Board Chairman

To the Grantee:

Comcast  
155 Industrial Drive  
Elmhurst, Illinois 60126  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the County of Winnebago, Illinois:**

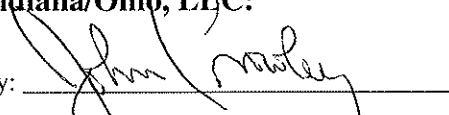
By: 

Name: Scott Christiansen

Title: Chairman

Date: 5/9/13

**For Comcast of Illinois/  
Indiana/Ohio, LLC:**

By: 

Name: John Crowley

Title: RSVP

Date: 6/17/13



# Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** June 15, 2023  
**Resolution Title:** Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications)  
**County Code:** Not Applicable  
**Board Meeting Date:** June 22, 2023

**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>	<b>Budget Impact:</b> N/A

**Background Information:** Spectrum Mid-America, LLC, locally known as Charter Communications currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in June, 2013. The current agreement expires June 30, 2023. The proposed agreement is based on the 2010 model agreement negotiated by the Metropolitan Mayor’s caucus and is consistent with the terms and provisions of the current agreement. It is also consistent with cable franchise agreements in comparable counties. Federal and state law governs the majority of the terms.

Minor changes were made to the proposed agreement, including party notice information and statutory language from the Illinois Counties Code (55 ILCS 5/5-1095.1) and language to comply with the Federal Communications Commission’s (FCC) Third 621 Report and Order (*See Section 4.6.1*). In short, in 2019 the FCC issued a new rule clarifying that cable service to government(s) and schools are considered payments under the franchise fee and that cable providers must be compensated for them. However, the fee charged to these buildings must be at a substantially reduced rate.

**Recommendation:** Staff concurs

**Legal Review:** Legal review conducted by the State’s Attorney’s Office

**Follow-Up:** On behalf of the County, the Winnebago County Board Chairman will execute the franchise agreement.

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

2023 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION AUTHORIZING THE RENEWAL OF A CABLE TELEVISION  
FRANCHISE AGREEMENT WITH SPECTRUM MID-AMERICA, LLC (CHARTER  
COMMUNICATIONS)**

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**WHEREAS**, Spectrum Mid-America, LLC, locally known as Charter Communications (“Charter Communications”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in June, 2013; and

**WHEREAS**, by its term the aforementioned franchise agreement was scheduled to expire on April 30, 2023; and

**WHEREAS**, prior to April 30, 2023, the County and Charter Communications agreed to extend the original franchise agreement for sixty (60) days to give both parties time to negotiate terms of a new franchise agreement; and

**WHEREAS**, the County and Charter Communications have come to an agreement as to the terms of a new franchise agreement; and

**WHEREAS**, it is in the best interests of the citizens of Winnebago County, Illinois for the County to renew its franchise agreement with Charter Communications for the provision of cable video programming services in unincorporated Winnebago County, Illinois.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman is hereby authorized and directed to enter into a new franchise agreement with Spectrum Mid-America, LLC, locally known as Charter Communications for the provision of cable video programming services within unincorporated Winnebago County, Illinois.

**BE IT FURTHER RESOLVED**, that any cable video programming services franchise agreement entered into pursuant to the authority granted in this Resolution shall contain terms substantially similar to the terms that are contained in the agreement attached to this Resolution as “Exhibit A”.

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



Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

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

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

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

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

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

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KEITH McDONALD

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JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH V. 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

**CABLE TELEVISION FRANCHISE AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF WINNEBAGO, ILLINOIS**  
**And**  
**CHARTER COMMUNICATIONS**

This Cable Television Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Winnebago, Illinois (hereinafter, the “County”) and Spectrum Mid-America, LLC, locally known as Charter Communications, (hereinafter, “Grantee”) this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”).

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television

broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Charter Cable Partners, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include

refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *County of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *County of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2: Grant of Authority**

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. General Service Obligation. It shall be Grantee’s policy to make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System’s technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee’s distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children’s	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are “eligible” under 220 ILCS. 5/22 501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise (consistent with the Federal Communications Commission’s (FCC) Third 621 Report and Order, 84 Fed. Reg. 44,725-01). Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the State of Illinois “Emergency Alert System” plan, as it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by County**

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation



of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein, shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: (i) the maximum permissible franchise fee percentage; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors if it used a reasonable methodology to assign the address or addresses to the County.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Charter Cable Partners, LLC. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in

writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

## **SECTION 7: Insurance and Indemnity**

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and two million dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating, maintaining, and/or removing its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the County's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the

Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation

from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this Franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this Franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

County of Winnebago, Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attn: County Board Chairman  
Email: BoardOffice@admin.wincoil.gov

To the Grantee:

Charter Communications  
Attn: Director of Government Affairs  
3030 Roosevelt Avenue  
Indianapolis, IN 46218  
Email: LeeAnn.Herrera@charter.com

With a copy to:

Charter Communications  
Attn: Vice President of Gov’t Affairs  
601 Massachusetts Avenue NW,  
Suite 400W  
Washington, DC 20001

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances,

understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

<signature page follows>



**For the County of Winnebago, Illinois:**

**For Spectrum Mid-America, LLC, locally  
known as Charter Communications:**

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

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

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

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

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

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

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

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

# RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2013 CR 075

## RESOLUTION AUTHORIZING THE RENEWAL OF A CABLE SYSTEM FRANCHISE AGREEMENT WITH CHARTER CABLE PARTNERS, LLC

WHEREAS, Charter Cable Partners, LLC (hereinafter referred to as "Charter") currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago in November, 1997; and

WHEREAS, by its term the aforementioned franchise agreement was scheduled to expire on November 30, 2012; and

WHEREAS, prior to November 30, 2012 the County of Winnebago and Charter agreed to extend the original franchise agreement to give both parties time to negotiate terms of a new franchise agreement; and

WHEREAS, the County of Winnebago and Charter have come to an agreement as to the terms of a new franchise agreement; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County of Winnebago to renew its franchise agreement with Charter for the provision of cable video programming services in unincorporated Winnebago County, Illinois.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to enter into a new franchise agreement with Charter Cable Partners, LLC for the provision of cable video programming services within unincorporated Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that any cable video programming services franchise agreement entered into pursuant to the authority granted in this Resolution shall contain terms

substantially similar to the terms that are contained in the agreement attached to this Resolution as "Exhibit A".

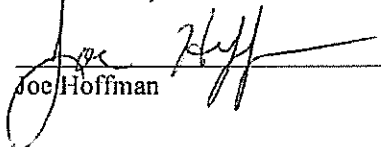
BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

Respectfully submitted,

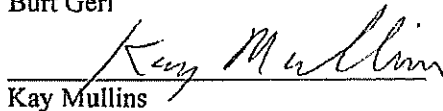
**FINANCE COMMITTEE**


**AGREE**

  
\_\_\_\_\_  
Ted Biondo, Chairman

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

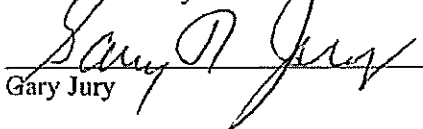
\_\_\_\_\_  
Burt Gerl

  
\_\_\_\_\_  
Kay Mullins

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

\_\_\_\_\_  
Tim Nabors, Jr.

  
\_\_\_\_\_  
John F. Sweeney

  
\_\_\_\_\_  
Gary Jury

**DISAGREE**

\_\_\_\_\_  
Ted Biondo, Chairman

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

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

\_\_\_\_\_  
Kay Mullins


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

\_\_\_\_\_  
Tim Nabors, Jr.


\_\_\_\_\_  
John F. Sweeney

\_\_\_\_\_  
Gary Jury

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 13<sup>TH</sup> day of JUNE, 2013.

  
\_\_\_\_\_  
Scott H. Christiansen, Chairman of the  
County Board of the County of Winnebago,  
Illinois

ATTEST:

  
\_\_\_\_\_  
Margie M. Mullins, Clerk of the  
County Board of the County of  
Winnebago, Illinois

**CABLE TELEVISION FRANCHISE AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF WINNEBAGO, ILLINOIS**  
**And**  
**CHARTER CABLE PARTNERS, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Winnebago, Illinois (hereinafter, the "County") and Charter Cable Partners, LLC, (hereinafter, "Grantee") this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date").

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television

broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Charter Cable Partners, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include

refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *County of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *County of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the County.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2: Grant of Authority**

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. This Franchise shall terminate on April 30, 2023, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.



**SECTION 4: Service Obligations**

4.1. General Service Obligation. It shall be Grantee's policy to make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children's	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the State of Illinois "Emergency Alert System" plan, as it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by County**

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by

a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein, shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: (i) the maximum permissible franchise fee percentage; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only

to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Charter Cable Partners, LLC. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

#### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers,

boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and two million dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating, maintaining, and/or removing its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

#### **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the County's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the

video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless

some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

**SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable



or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this Franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this Franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

Winnebago County Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attn: County Board Chairman

To the Grantee:

Charter Communications  
Attn: Vice President/General Manager  
2701 Daniels Street  
Madison, Wisconsin 53718

With a copy to:

Charter Communications

Attn: Vice President of Gov't Affairs

12405 Powerscourt Drive

St. Louis, MO 63131

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the County of Winnebago, Illinois:**

By: 

Name: SCOTT H. CHRISTIANSEN

Title: Chairman of the County Board of  
the County of Winnebago, Illinois

Date: June 13, 2013

**For Charter Cable Partners, LLC:**

By: 

Name: MARK BROWN

Title: VICE PRESIDENT

Date: 9/27/13



# Ordinance Executive Summary

**Prepared By:** Office of County Recorder  
**Committee:** Finance Committee  
**Committee Date:** Thursday, June 15, 2023  
**Resolution Title:** Ordinance Amending Recorder's Predictable Fee Schedule to Institute Mandated Increase to Rental Housing Support Program State Surcharge  
**County Code:** 55 ILCS 5/3-5018 and 55ILCS 5/3-5018.1  
**Board Meeting Date:** Thursday, June 22, 2023

**Budget Information:** N/A

<b>Was item budgeted?</b>	<b>N/A</b>	<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:**

Legislators passed HB3878 which raises the Rental Housing Support Program Fee from \$9 per recorded document to \$18 per recorded document. This increase affects recording fees in all Illinois counties, effective July 1, 2023.

**Recommendation:**

This update in the ordinances is recommended by the Winnebago County Clerk & Recorder.

**Legal Review:**

Yes.

SPONSORED BY:  
ORDINANCE  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2023 CO \_\_\_\_

ORDINANCE AMENDING RECORDER'S PREDICTABLE FEE SCHEDULE  
TO INSTITUTE MANDATED INCREASE TO RENTAL HOUSING SUPPORT  
PROGRAM STATE SURCHARGE

WHEREAS, as required by Section 3-5018.1 of the Illinois Counties Code, 55 ILCS 5/3-5018.1, the County of Winnebago adopted and implemented a predictable fee schedule for recording standard documents in the Recorder's Office effective August 1, 2018; and

WHEREAS, the fees in the predictable fee schedule are inclusive of all county and state fees that the County of Winnebago is required to or has elected to impose, including, but not limited to, GIS fees, automation fees, document storage fees, and the Rental Housing Support Program State surcharge; and

WHEREAS, the Illinois General Assembly enacted Public Act 102-1135, effective July 1, 2023, amending Sections 3-5018 and 3-5018.1 of the Counties Code (55 ILCS 5/3-5018 and 55 ILCS 5/3-5018.1) to require recorders throughout the State of Illinois to increase the Rental Housing Support Program State surcharge from \$9 to \$18; and

WHEREAS, the Winnebago County Recorder collects the Rental Housing Support Program State surcharge upon the recordation of any real estate-related document and submits the amounts collected monthly to the Illinois Department of Revenue for deposit into the Rental Housing Support Program Fund; and

WHEREAS, Section 3-5018.1 of the Counties Code authorizes the County Board to change the aggregate amount of the document flat fee attributable to the Rental Housing Support Program State surcharge in the event the surcharge is increased or lowered; and

WHEREAS, the County Board desires to amend the predictable fee schedule, effective July 1, 2023, solely to reflect the mandated increase to the Rental Housing Support Program State surcharge, as set forth in Exhibit A attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois, that the amended Predictable Fee Schedule, attached hereto as Exhibit A, is hereby approved and adopted, effective July 1, 2023.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect on July 1, 2023.

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

Respectfully submitted,

**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
John Butitta, Chairman

\_\_\_\_\_  
John Butitta, Chairman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Jaime Salgado

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

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

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

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

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

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

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John F. Sweeney

\_\_\_\_\_  
John F. Sweeney

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Michael Thompson

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the County Board of the County of Winnebago, Illinois.

---

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

**Exhibit A**  
**FILING FEES WINNEBAGO COUNTY RECORDER'S OFFICE**  
**EFFECTIVE July 1, 2023**  
**LORI GUMMOW, RECORDER**  
*\* Payment by cash, check, or credit card\**  
*\*No bills larger than \$50 will be accepted\**

**NO COPIES ARE ACCEPTED FOR RECORDING**  
A 'return to' name and address is required for all documents being submitted for recording.

**STANDARD DOCUMENTS**                      **\$54.00**

**NON-STANDARD DOCUMENTS**                      **\$66.00 (\$54.00 recording fee plus \$12.00 non-standard fee)**

**FEDERAL & STATE LIENS**                      **\$12.25 (additional names \$1.00 each)**

**UNIFORM COMMERCIAL CODE FILINGS**

Financing Statement/Fixture Filing	<b>\$38.00</b>
Fixture Filing Amendment/Assignment/Continuation	<b>\$38.00</b>
Termination	<b>\$18.00</b>
UCC search (per debtor). Must provide form	<b>\$18.00</b>

**PLATS**    **\$112.00**

*This fee includes the \$20 Plat Certification fee for the County Clerk as well as any copy fees. Providing 4 copies is no longer necessary. Additional copies may be purchased if desired. Please see below for Plat requirements.*

**VETERAN DISCHARGES (DD-214)**                      **NO CHARGE for recording or Certified Copies**

**COPY FEES**

Certified Copies	\$35.00 per document
Copies of recorded documents	\$0.50 per page
WinGIS 8.5" x 11"	\$2.50 per page
WinGIS 11" x 17"	\$3.00 per page
Aperture cards 11" x 17"	\$3.00 per page
Plat copies 24" x 36"	\$4.00 per page

**DOCUMENT SEARCH FEES**

**No searches done by phone. Please see our FAQ tab.**

Documents less than 20 years old	\$10.00
Documents more than 20 years old	\$29.00
Plat Searches	\$10.00 per plat + \$4.00 per plat page

Limit of 5 searches per request. (Self-addressed stamped envelope or email address must be provided for return)



# Ordinance Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Finance Committee  
**Committee Date:** June 15, 2023  
**Ordinance Title:** Ordinance for a Budget Amendment for Violent Crime Reduction in Illinois Communities (VCRIC) Grant Extension  
**County Code:**  
**Board Meeting Date:** June 22, 2023

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Grant funding reimbursement	
ORG/OBJ/Project Code: 61400 / 43190 / 02703 Other Professional Services 61400 / 32110 / 02703 Federal Operating Grants	
FY2023 Budget Impact: \$0	

**Background Information:** On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the Illinois Criminal Justice Information Authority, also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs.

## Recommendation:

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

## Follow-Up:



**2023 Fiscal Year**

Finance: June 15, 2023

Lay Over: June 22, 2023

Sponsored by:  
John Butitta, Finance Committee Chairman

**Final Vote: July 13, 2023**

**2023 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, 2023 and recommends its adoption.

**Ordinance for a Budget Amendment for Violent Crime Reduction in Illinois Communities (VCRIC) Grant Extension**

**WHEREAS**, On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the Illinois Criminal Justice Information Authority, also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs.

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 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 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 **#23-029 VCRIC Grant Extension**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

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

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

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

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

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

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

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

2023  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		<b>6/5/2023</b>			AMENDMENT NO: 23-030				
DEPARTMENT:		Chairman's Ofc of Criminal Justice			SUBMITTED BY: Marlane Dokken				
FUND#:		0314 COCJI Grants			DEPT. BUDGET NO. 61400 / 02703 VCRIC Grant				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment	
<b>Expenditures</b>									
61400	43190	02703	Other Professional Services	\$78,613	\$0	\$78,613	\$35,016	\$113,629	
<b>Revenue</b>									
61400	32110	02703	Federal Operating Grants	(\$137,310)	\$0	(\$137,310)	(\$35,016)	(\$172,326)	
TOTAL ADJUSTMENT:							\$0		
<b>Reason budget amendment is required:</b>									
On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the Illinois Criminal Justice Information Authority, also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs.									
<b>Potential alternatives to budget amendment:</b>									
N/A									
<b>Impact to Fiscal Year 2023 budget:</b>									
\$0									
<b>Revenue Source:</b>									
Grant funding reimbursement									



# Ordinance Executive Summary

**Prepared By:** Tom Lawson  
**Committee:** Finance Committee  
**Committee Date:** June 15, 2023  
**Ordinance Title:** Ordinance for a Budget Amendment Approval for Circuit Clerk PT Staff  
**County Code:**  
**Board Meeting Date:** June 22, 2023

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$47,817
If not, explain funding source: General Fund Reserves	
ORG/OBJ/Project Code: 31500 / 41120 Temporary Salaries 31500 / 43190 Other Professional Services	
FY2023 Budget Impact: \$47,817	

**Background Information:** The Winnebago County Circuit Clerk is requesting additional funds to complete document review for the period the office was dislocated, during renovation from the fire on November 5, 2022. Funds are also needed to organize and move permanent storage from 720 Chestnut Street.

## Recommendation:

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

## Follow-Up:

**2023 Fiscal Year**

Finance: June 15, 2023

Lay Over: June 22, 2023

Sponsored by:  
John Butitta, Finance Committee Chairman

**Final Vote: July 13, 2023**

## **2023 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, 2023 and recommends its adoption.

### **Ordinance for a Budget Amendment for Circuit Clerk PT Staff**

**WHEREAS**, The Circuit Clerk is requesting additional funds for part-time staff, to complete document review for the period the office was dislocated during renovation from November, 2022 fire. Funds are also needed to organize and move permanent storage from 720 Chestnut Street due to sale of building.

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 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 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 **#23-031 Circuit Clerk Part-Time Staff**

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

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

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

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JOE HOFFMAN

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JOE HOFFMAN

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

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

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

2023  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		<b>6/6/2023</b>			AMENDMENT NO: 23-031				
DEPARTMENT:		Circuit Clerk			SUBMITTED BY: Tom Lawson				
FUND#:		0001 General Fund			DEPT. BUDGET NO. 31500 Circuit Clerk				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment	
<b>Expenditures</b>									
31500	41120		Temporary Salaries	\$32,000	\$0	\$32,000	\$31,104	\$63,104	
31500	43190		Other Professional Services	\$0	\$0	\$0	\$16,713	\$16,713	
<b>Revenue</b>									
							TOTAL ADJUSTMENT:	\$47,817	\$79,817
<b>Reason budget amendment is required:</b>									
Addition of 8 part-time clerk positions to accommodate document review from 11/4/22-2/28/23, and assist with the transition from 720 Chestnut Street, which includes document destruction.									
<b>Potential alternatives to budget amendment:</b>									
N/A									
<b>Impact to Fiscal Year 2023 budget:</b>									
\$47,817									
<b>Revenue Source:</b>									
Fund Balance									

**PUBLIC WORKS  
COMMITTEE**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 13, 2023

**Resolution Title:**

(23-023) Resolution to Request Permission from IDOT for Intermittent Closure of IL Route 75 for the GFNY Rockford Cycling Event

**County Code:** PWC Resolution #23-023

**Board Meeting Date:** Thursday, June 22, 2023

**Budget Information:**

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

**Background Information:**

The Rockford Area Convention and Visitors Bureau (RACVB) is hosting an international cycling event organized by the Gran Fondo New York (GFNY) on August 6, 2023, which includes several County and Township roads in Winnebago County. The route crosses a state highway (IL Route 75) at Meridian Road. IDOT requires a resolution approved by a local agency for traffic control across the State Route. The Sheriff Department will provide the needed traffic control at the cost of the organizer.

**Recommendation:**

This resolution is needed to get IDOT's permit to cross IL Route 75

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**23-CR-XXX**

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

**RESOLUTION TO REQUEST PERMISSION FROM IDOT FOR  
INTERMITTENT CLOSURE OF IL ROUTE 75 FOR THE  
GFNY ROCKFORD CYCLING EVENT**

**WHEREAS**, The Rockford Area Convention and Visitors Bureau (RACVB) is hosting an international cycling event called GFNY Rockford organized by the Gran Fondo New York, Inc (GFNY) in the County of Winnebago which constitutes a public purpose; and

**WHEREAS**, this cycling event will require the intermittent closure of Illinois Route 75 at Meridian Road, a State Highway in the County of Winnebago on August 6, 2023 from 7:00 am to 2:00 pm when cyclists are crossing the road; and

**WHEREAS**, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/4-408, authorizes the Illinois Department of Transportation to issue to local authorities permission to intermittently close a State Highway for such public purposes.

**NOW THEREFORE, BE IT RESOLVED** by the Board of the County of Winnebago that permission to intermittently close Illinois Route 75 at Meridian Road be requested of the Illinois Department of Transportation; and

**BE IT FURTHER RESOLVED** that the intermittent closures shall occur during the approximate time period between 7:00 am and 2:00 pm on August 6, 2023; and

**BE IT FURTHER RESOLVED** that the County assumes full responsibility for the direction, protection and regulation of traffic during the times the intermittent closures are in effect; and

**BE IT FURTHER RESOLVED** that Winnebago County Sheriff deputies will provide public safety and traffic control on Illinois Route 75 at Meridian Road when cyclists are crossing Illinois Route 75; and

**BE IT FURTHER RESOLVED** that Winnebago County Sheriff deputies shall permit emergency vehicles in emergency situations to pass through the intermittently closed area as swiftly as is safe for all concerned; and

**BE IT FURTHER RESOLVED** that to the fullest extent permitted by law, Gran Fondo New York, Inc. shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is subject of this Resolution; and

**BE IT FURTHER RESOLVED** that this obligation is binding upon Gran Fondo New York, Inc. regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents; and

**BE IT FURTHER RESOLVED** that the County shall procure from the event organizer, Gran Fondo New York, Inc., a comprehensive liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closure with a copy of said policy or endorsement being provided to the Department before the road is closed; and

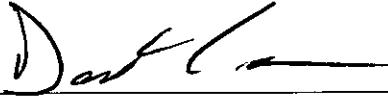
**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the condition of said permission.

**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 Auditor, Administrator and Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

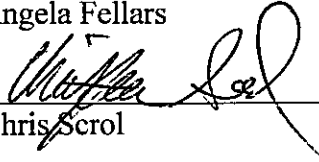
DISAGREE



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

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

\_\_\_\_\_  
Angela Fellars



\_\_\_\_\_  
Chris Scrol

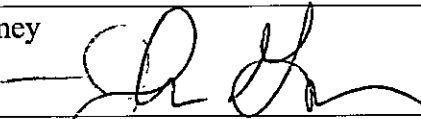
\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Chris Scrol

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

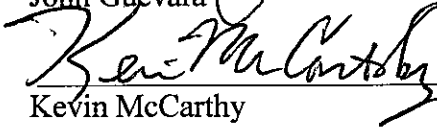
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
John Penney



\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Guevara



\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
John Guevara

\_\_\_\_\_  
Kevin McCarthy

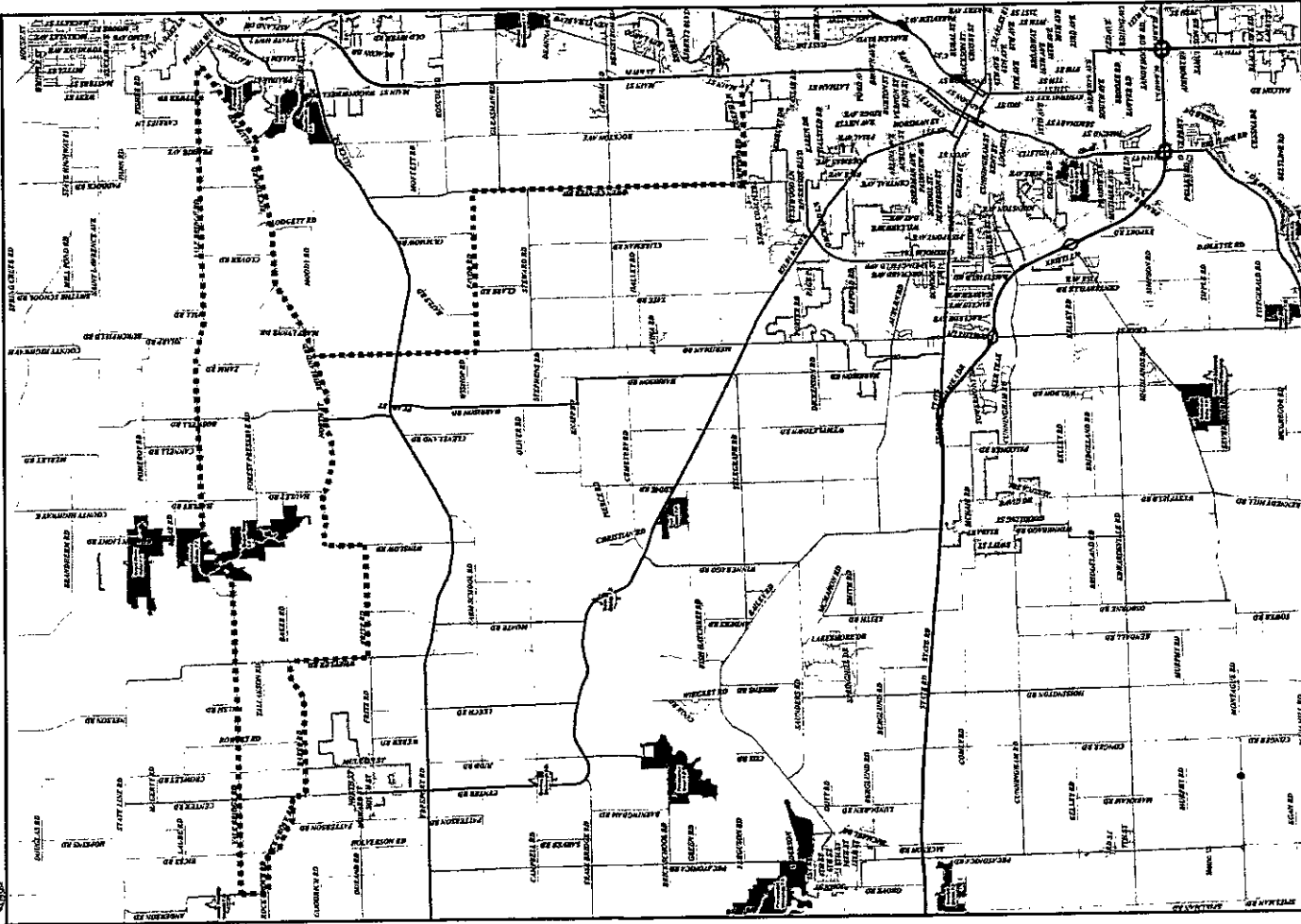
The County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, adopted the above and foregoing Resolution.

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

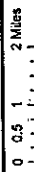
ATTEST:

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

# Bike Route Map



This map was compiled by the U.S. Census Bureau in 1973. It is based on the 1972 Census of the United States, which was compiled by the U.S. Census Bureau. It is not intended to be used for navigation purposes. The U.S. Census Bureau is not responsible for any errors or omissions on this map.





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 13, 2023

**Resolution Title:**

(23-024) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB)

**County Code:** PWC Resolution #23-024

**Board Meeting Date:** Thursday, June 22, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$ 200,500
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 464-49110	<b>Budget Impact:</b> \$ 199,750

**Background Information:**

The State requires this annual resolution to appropriate the use of MFT funds to make bond payments. This is for the 2020A Bond. The total payment for FY 2024 will be \$399,500, with the other half (\$199,750) coming out of FA match (463-49110).

**Recommendation:**

Staff recommends approval to be able to use MFT funds.

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

After approval by County Board, the resolution will be submitted to IDOT for their concurrence.

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

**23-CR-XXX**

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

**RESOLUTION AUTHORIZING THE OBLIGATION RETIREMENT OF BOND  
PAYMENTS FROM MFT FUNDS  
(SECTIONS 14-00563-00-GB)**

**WHEREAS** Motor Fuel Tax funds need to be obligated for payments on bonds used for improvements to the County Highway System in prior years through the current year; and

**WHEREAS** it is in the public interest to obligate the payments with Motor Fuel Tax funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that Motor Fuel Tax funds are hereby obligated for payments to the General Obligation Bonds as shown on the attached IDOT forms (BLR 15411 Rev 7/13/22 );

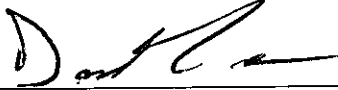
**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption; and

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

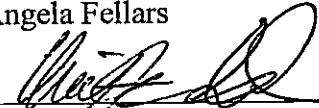
DISAGREE



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

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

\_\_\_\_\_  
Angela Fellars



\_\_\_\_\_  
Chris Scrol

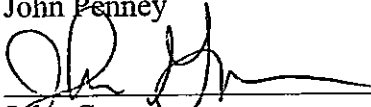
\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Chris Scrol

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

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

\_\_\_\_\_  
John Penney



\_\_\_\_\_  
John Guevara



\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Guevara

\_\_\_\_\_  
Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, adopted the above and foregoing Resolution.

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

ATTEST:

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





Obligation Retirement Resolution

Resolution Number [ ] Section Number 14-00563-00-GB

WHEREAS the County of Winnebago of Winnebago Local Public Agency Type Name of Local Public Agency

has outstanding indebtedness described as follows:

Table with 5 columns: Bonds or Public Benefit Assessments, Bonds or Assessments Number(s), Interest or Principal, Date Due, Amount. Row 1: Bonds, 1, Interest or Principal, 12/30/23, \$199,750.00

and, WHEREAS, it appears that sufficient Motor Fuel Tax funds are or will be available when the above indebtedness is due, and WHEREAS, the County has, by resolution adopted 06/22/23, directed the Clerk of Winnebago County to cancel the 2023 tax levy (for taxes collectable in 2024) which would have produced funds to pay this indebtedness.

(Not applicable to special assessment projects.) NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of one hundred ninety nine thousand seven hundred fifty dollars (\$199,750.00) from funds allotted to County of Winnebago under the Motor Fuel Tax Law for the payment of the above described indebtedness, and

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

I, Lori Gummow County Clerk in and for said County of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by County Board of Winnebago at a meeting held on 06/22/23

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

(SEAL, if required by the LPA) Clerk Signature & Date [ ] APPROVED Regional Engineer Department of Transportation Signature & Date [ ]

## Instructions for BLR 15411

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

This form shall be used when a Local Public Agency (LPA) is using Motor Fuel Tax Funds (MFT) to retire a bond or a special assessment. A description of the debt must be shown in sufficient detail to identify the individual payment due. Refer to Chapter 15 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Resolution	Insert the resolution number. This is assigned by the LPA.
Section number	Insert the section number of the bond or special assessment.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town, or Village.
Name of LPA	Insert the name of the LPA.
Title	Insert the title of the bond issue or special assessment and a description of the indebtedness to be retired.
Bonds or Public Benefit Assessments	Insert the bonds or public benefit assessments.
Number of Bonds or Assessments	Insert the number of bonds or assessments.
Interest or Principal	Insert interest or principal.
Date Due	Insert the due date of the item listed to the left.
Amount	Insert the amount of indebtedness to be retired.
The following items that are in bold only apply to bond issues and are not applicable to special assessment projects:	
<b>Governing Body Type</b>	<b>Insert the governing body type. Types to choose from are County Board, President and Board of Trustees, Council.</b>
<b>Date</b>	<b>Insert the date the resolution was adopted.</b>
<b>County Name</b>	<b>Insert the name of the County.</b>
<b>Year</b>	<b>Insert the year the tax levy was enacted.</b>
<b>Year</b>	<b>Insert the year for taxes collectible to pay indebtedness.</b>
Dollar	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words. Followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	From the drop down select the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town, or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month/Year	Insert the month and year of the clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.**

Following the Regional Engineer's approval, distribution will be as follows:

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

**Public Safety &  
Judiciary  
Committee**



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 14, 2023  
**Board Meeting Date:** June 22, 2023  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Descriptor:</b> County 911 Center for Professional Services

**Background Information:** The Sheriff’s Office and the Loves Park Fire Department are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Loves Park Fire Department. Transitioning to the state-of-the-art County 911 center, will mark a significant step towards enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

**Recommendation:** Approve the agreement. The Loves Park Fire Department will pay the county \$15 dollars per fire dispatch generating approx. \$63,000 per year in revenue.

**Contract/Agreement:** Attached

**Legal Review:** The State’s Attorney’s Office has reviewed and approved the contract.

**Follow-Up:** n/a

SPONSORED BY: BRAD LINDMARK

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

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

2023CR\_\_\_\_\_

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH  
THE CITY OF LOVES PARK FOR DISPATCH SERVICES

WHEREAS, Section VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

WHEREAS, the County of Winnebago (“County”) operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, the City of Loves Park (“City”) provides emergency fire and medical services; and

WHEREAS, the City and County have determined it would be in their best interests for the City to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within the City, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

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

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement with the City of Loves Park, in substantially the same form as contained in Exhibit A.

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

Respectfully submitted,

**PUBLIC SAFETY AND  
JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

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

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

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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

**INTERGOVERNMENTAL AGREEMENT REGARDING  
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the County of Winnebago, Illinois, an Illinois Body Politic on behalf of the Winnebago County Sheriff’s Office (“County”) and City of Loves Park, Illinois, an Illinois Municipal Corporation on behalf of the Loves Park Fire Department, a department thereof (“Loves Park”). The County and Loves Park are also collectively referred to as the “Parties” or individually as a “Party.”

**WITNESSTH**

**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 Loves Park are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

**WHEREAS**, Loves Park provides emergency fire and medical services; and

**WHEREAS**, it has been determined by the corporate authorities of Loves Park and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services within the City of Loves Park on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services
  - a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Loves Park Fire Department, PSAP shall answer those calls and

provide dispatch services twenty-four (24) hours a day each day of the year. Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Loves Park on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Loves Park's response to dispatches initiated by the PSAP.
- c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.

2. Ownership and Responsibility for Equipment

- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Loves Park as necessary to complete the dispatching process.
- b. Personnel. The County shall provide at its own expense the staff necessary to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.

3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Loves Park hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Loves Park hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Loves Park for purposes of this Agreement and shall provide the County with a letter on Loves Park letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.

4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.



5. Compliance with Loves Park Policies and Procedures. County shall comply with all Loves Park's written policies and procedures relating to the services provided herein. Loves Park shall provide to County its Policy and Procedures/response criteria (SOG manual).

6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Loves Park of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.

7. Rates and Billing

a. Loves Park will voluntarily pay to County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Loves Park acknowledging any obligation to pay any fee for dispatch outside of the voluntary undertaking set forth herein.

b. The County shall send bills monthly to Loves Park at the following address:

Loves Park Fire Department  
400 Grand Avenue  
Loves Park, IL 61111  
Attn: Chief of Department

c. Loves Park shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago  
404 Elm Street  
Rockford, IL 61101  
Attn: Finance Department

8. Term and Termination.

a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies



Copy to: Winnebago County State's Attorney's Office  
400 W. State Street, Suite 804  
Rockford, IL 61101  
Attn: Chief of Civil Bureau

If to Loves Park: Loves Park Fire Department  
400 Grand Avenue  
Loves Park, IL 61111  
Attn: Chief of Department

Copy to: Allen Galluzzo Hevrin Leake, LLC  
839 N. Perryville Road, Suite 200  
Rockford, IL 61107  
Attn: Attorney Gino Galluzzo

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. 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.
- i. The Parties each warrant to the others 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 Parties 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.

- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**COUNTY OF WINNEBAGO, ILLINOIS**  
a 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: \_\_\_\_\_

**CITY OF LOVES PARK**, an Illinois municipal  
corporation

\_\_\_\_\_  
Gregory R. Jury  
Mayor

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

ATTEST:

\_\_\_\_\_  
Robert J. Burden  
City Clerk

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

**EXHIBIT A**

**LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY**

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to Loves Park Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY LOVES PARK**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** June 14, 2023  
**Resolution Title:** Resolution Authorizing Execution of a First Amendment to the Public Safety Sales Tax Agreement by and Between the County of Winnebago, Illinois, 17<sup>th</sup> Judicial Circuit Court and Remedies Renewing Lives  
**County Code:** N/A  
**Board Meeting Date:** June 22, 2023

## Budget Information:

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> No

**Background Information:** On November 22, 2022, using Public Safety Sales Tax funding, the Winnebago County Board awarded Remedies \$212,349 to provide licensed substance abuse disorder treatment and parter intervention programming services in the Resource Intervention Center (RIC). The agreement dictates all Remedies supplied staff are preferred to minimally have a bachelor's degree and that the Remedies substance abuse staff must minimally hold a Certified Alcohol and Drug Counselor (CADC) certification. Due to the current staffing climate, this amendment requests a modification dictating all Remedies supplied substance abuse staff must either have a bachelor's degree and working toward a Certified Alcohol and Drug Counselor (CADC) certification or have a CADC certification and working toward a bachelor's degree. Based upon the current climate with vacancies, the Court approves of this modification.

**Recommendation:** Amend 2022 CR 110 as requested.  
**Contract/Agreement:** First Amendment Attached.  
**Legal Review:** The State's Attorney's Office has reviewed and approved the amendment.  
**Follow-Up:** N/A

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2023 CR

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**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE  
PUBLIC SAFETY SALES TAX AGREEMENT BY AND BETWEEN THE COUNTY OF  
WINNEBAGO, ILLINOIS, 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, AND REMEDIES  
RENEWING LIVES, INC.**

---

**WHEREAS**, on November 22, 2022, the County of Winnebago, Illinois (the “County”), 17<sup>th</sup> Judicial Circuit Court (“Court”) and Remedies Renewing Lives, Inc. (“Remedies”) entered into an Agreement (the “Agreement”) (2022-CR-160), to set forth the obligations of the Parties related to the County pledging a portion of Public Safety Sales Tax (PSST) revenue to provide licensed substance use disorder treatment and partner abuse intervention programming at the Resource Intervention Center (RIC); and

**WHEREAS**, due to staffing needs, Remedies is seeking an amendment to the original Agreement to allow those working toward a Certified Alcohol and Drug Counselor (CADC) certification to perform services; and

**WHEREAS**, the County, Court and Remedies acknowledge and mutually agree that this Amendment will not affect the current services as stated in the original Agreement; and

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the amendment for the aforementioned request and recommends approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Agreement by and between the County of Winnebago, Illinois, 17<sup>th</sup> Judicial Circuit Court and Remedies Renewing Lives, Inc., in substantially the same form as that set forth in Exhibit A, attached hereto.

**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 Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.



Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

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

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

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH V. 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**

**FIRST AMENDMENT TO THE PUBLIC SAFETY SALES TAX AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS, THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”), the 17<sup>th</sup> Judicial Circuit Court (“Court”) and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (“Remedies”). The County, Court and Remedies are collectively referred to as the “Parties” or individually as a “Party.”

**WHEREAS**, on November 22, 2022, the County, Court and Remedies entered into an Agreement (the “Agreement”) (2022-CR-160), to set forth the obligations of the Parties related to the County pledging a portion of its Public Safety Sales Tax Fund (PSST) revenue to provide licensed substance use disorder treatment and partner abuse intervention programming at the Resource Intervention Center (RIC); and

**WHEREAS**, Remedies Renewing Lives, Inc. has submitted a request to the County and Court seeking an amendment to the original Agreement due to staffing needs; and

**WHEREAS**, the Parties acknowledge and mutually agree that this Amendment will not affect the current services as stated in the original Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **Item II, Scope of Services, Section D**, shall be modified to read as follows:

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (1) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group. Two (2) substance use disorder treatment counselors are co-located at the RIC will be available during the hours of RIC operation.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services- Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and

## EXHIBIT A

have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have passed a background clearance conducted by COURT. All REMEDIES supplied substance abuse staff must either have a bachelor's degree and working toward a Certified Alcohol and Drug Counselor (CADC) certification *or* have a CADC certification and working toward a bachelor's degree. A bachelor's degree is required for the REMEDIES facilitator of the PAIP group. The REMEDIES PAIP co-facilitator is preferred to have a bachelor's degree.

Except as modified by this Amendment, all other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

**<signature page follows>**

**EXHIBIT A**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment on the \_\_\_\_\_ day of June, 2023.

**REMEDIES RENEWING LIVES, INC.**  
**An Illinois not-for-profit corporation**

**COUNTY OF WINNEBAGO, ILLINOIS**

\_\_\_\_\_  
Gary Halbach  
President and CEO  
Date: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

**THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT**

\_\_\_\_\_  
John Lowry, in his capacity as  
Chief Judge of the 17<sup>th</sup> Judicial Circuit Court  
Date: \_\_\_\_\_



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** June 14, 2023  
**Resolution Title:** RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICE AGREEMENTS  
**County Code:** Not Applicable  
**Board Meeting Date:** June 22, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Amount:</b> \$798,180.82
<b>If not, explain funding source:</b> U.S. Department of Justice	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> n/a

**Background Information:** The County of Winnebago, Illinois and the 17<sup>th</sup> Judicial Circuit Court propose to accept the continuation funding award from the Winnebago County Community Mental Health Board (WCCMHB) to provide behavioral health services at the Resource Intervention Center (RIC), the Juvenile Resource Intervention Center (JRIC), and the Juvenile Detention Center (JDC).

Winnebago County will enter into agreement with Freedom Behavioral Health to administer behavioral health service provision at the three (3) locations. Also included is funding for evening security which will be provided by METRO SECURITY, supplies for COURT SERVICES, and grant compliance support which will be provided by WINNEBAGO COUNTY.

**Recommendation:** I recommend the following Agreements:

- 1) Accept Award Agreement from WCCMHB, budgeted for services at the following locations:
  - a. Resource Intervention Center \$183,622.88
  - b. Juvenile Resource Intervention Center \$183,622.88
  - c. Juvenile Detention Center \$430,935.06
  
- 2) Enter into Sub- Agreements at the following not to exceed amounts:
  - a. Freedom Behavioral Health: Resource Intervention Center \$160,210.00
  - b. Freedom Behavioral Health: Juvenile Resource Intervention Center \$160,210.00
  - c. Freedom Behavioral Health: Juvenile Detention Center \$423,494.00
  - d. Metro Security: Juvenile Resource Intervention Center \$ 27,040.00



**Contract/Agreement:** County will approve Winnebago County Mental Health Board Agreement and enter into agreements with sub-awardee.

**Legal Review:** Legal has reviewed the funding agreement with WCCMHB and will review all Service Agreements prior to execution.

**Follow-Up:** Chairman's Office of Criminal Justice Initiatives and the 17<sup>th</sup> Judicial Circuit Court will proceed with the execution of the agreement(s).

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

Sponsored by: Brad Lindmark  
Submitted by: Public Safety and Judiciary Committee

2023 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A  
WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICE  
AGREEMENTS**

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**WHEREAS**, the County of Winnebago, Illinois and the 17<sup>th</sup> Judicial Circuit Court have been awarded funding from the Winnebago County Community Mental Health Board; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the WINNEBAGO COUNTY COMMUNITY MENTAL HEALTH BOARD; and

**WHEREAS**, the Public Safety and Judiciary Committee has determined to accept funding for grants compliance as well as services at the following locations:

- a. Resource Intervention Center
- b. Juvenile Resource Intervention Center
- c. Juvenile Detention Center

**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, Illinois, a Funding Agreement with the Winnebago County Community Mental Health Board, in the total dollar amount of seven hundred ninety-eight thousand, one hundred eighty dollars, and eighty-two cents (\$798,180.82), and in substantially the same form as that set forth in Exhibit A.

**BE IT FURTHER 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, Illinois, Service Agreements, with FREEDOM BEHAVIORAL HEALTH for services at the following locations, RESOURCE INTERVENTION CENTER, not to exceed one hundred sixty thousand two hundred and ten dollars (\$160,210), JUVENILE RESOURCE INTERVENTION CENTER not to exceed one hundred sixty thousand two hundred and ten dollars (\$160,210), the JUVENILE DETENTION CENTER not to exceed four hundred twenty-three thousand, four hundred ninety-four dollars (\$423,494) and expenses of twenty-seven thousand forty dollars (\$27,040) for METRO SECURITY.

**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 Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,  
**PUBLIC SAFETY and JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

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

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

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

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TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
**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





# GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

<b>Prepared By:</b>	Marlana Dokken
<b>Committee:</b>	Public Safety & Judiciary Committee
<b>Committee Date:</b>	June 14, 2023
<b>Resolution Title:</b>	RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICE AGREEMENTS
<b>Board Meeting Date:</b>	June 22, 2023

All grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

### Funding Information:

Grant Period of Performance:	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please explain:	
How many sub-awards are included in this award?    One vendor, three separate awards	
- Do subawards/contracts contain Indirect Costs?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: JDC 14.19% (57,228.70); JRIC 23.99% (36,614.50); RIC 23.99% (36,614.50).	

## Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and Winnebago County (hereinafter "Provider") for a term commencing June 1<sup>st</sup>, 2023 and ending May 31<sup>st</sup>, 2024 (hereafter "Program Year").

**1. SERVICES AND BILLINGS.** The Provider shall furnish the programs and/or services set forth in the work plans (the "Work Plans") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A, Exhibit B, Exhibit C and incorporated by reference herein, (hereafter the "Services").

A. Grant Funding: The funding for the Services pursuant to this Agreement is an expenditure-based grant. The WCCMHB will reimburse the Provider for approved expenses in excess of revenue set forth in the program budget portion of the Work Plan. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

i. Revenue: Source documents for Provider's revenue shall include financial statements documents revenues generated from other sources received for the Services.

ii. Staff Time: Source documents for Provider's time for dedicated staff shall include a statement that all time was spent on the Services and shall be signed by the dedicated staff member or the dedicated staff member's supervisor. Source documents for Provider's time for non-dedicated staff shall include timesheets documenting time spent on the Services.

iii. Direct Costs: Source documents for direct costs shall include invoices of expenses or equivalent evidence.

iv. Indirect Costs: If providers is requesting a rate higher than 10% de-minimis, source documents for indirect costs shall include evidence of the Federal or State approval and any additional itemization as dictated by the Federal or State approved indirect rate agreement

B. Billing Guidelines: Payments for the Services shall be made on a monthly basis commencing with the month of June 2023, upon submission by the Provider of a

satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

For timely payments, affidavit submissions shall occur within 30 days from the end of month in which Services were provided, including resubmissions, unless otherwise approved by the WCCMHB. All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

**2. LEARNING NETWORK COLLABORATIVE.** Provider will attend Learning Network Collaborative (“LNC”) meetings hosted by WCCMHB. The purpose of the LNC is to provide technical assistance to Provider to maintain grant compliance and to learn from challenges experiences by funded Provider. Provider is to send the Program Director or equivalent person who oversees the Services.

**3. ADMISSION REQUIREMENTS.** Eligibility for Services is limited to residents of Winnebago County. Provider will maintain admission criterion for the Services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services (“IDHS”). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

**4. REPORTING, EVALUATION, AND MONITORING.** Provider shall track and report measurable outcome data, service information, evaluation and monitoring data as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Services and report on those measurable outcomes. Outcome reports are required to be completed in WCCMHB Grants Portal prior to payment by WCCMHB and not less than on a quarterly basis.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A “Critical Event” is any event that potentially affects the Provider’s state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A “Sentinel Event” is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient’s illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider’s staff to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 60 days in advance of any foreseeable closure or significant change to the Services or expected to impact Service availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider’s obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

**5. FINANCIAL INFORMATION.** Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as applicable.

The following rules will apply to budget movement:

- Budget items may not be moved or reallocated to a category previously at zero.
- The cumulative total budget movement per program year for each award line is limited to 10% of the total line amount or \$3,000.00, whichever is greater.

Any budget movement exceeding these limits must be requested in writing and received by the WCCMHB prior to July 2024 and be reviewed and authorized by the WCCMHB. Requests received after that date shall not be considered.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is considered confidential to the client as Protected Health Information ("PHI") or as Protected Personally Identifiable Information ("PII").

The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

**6. FUNDING OTHER PROVIDERS.** As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider's strategic plan and Provider's application to WCCMHB, and comply with all policies and procedure as outlined by the WCCMHB.

**7. COUNTY BOARD APPROVAL.** Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB's budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues.

**8. SERVICE REPORTING REQUIREMENTS.** On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall

be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

**9. COMMUNICATION REQUIREMENTS.** During Program Year, Provider will coordinate communication efforts related to Services with the WCCMHB, including the following Provider responsibilities:

- A. Record by video an impact presentation for the WCCMHB, which summarizes the outcomes of Services during Program Year.
- B. Share highlights of the annual impact presentation with Provider's board members and other relevant stakeholders in board meetings, social media, newsletters, annual reports, or equivalent communication platforms.
- C. Provide an interview to a WCCMHB hired writer for WCCMHB Annual Impact Report, highlighting Services outcomes during Program Year.
- D. Create and post social media content (at least quarterly) to highlight updates/news.
- E. Tag the WCCMBH social medial platforms in all Provider initiated social media content that pertains to Services.
- F. Acknowledge the support of WCCMHB as appropriate in communication materials that promote Services – for example: flyers, brochures, website pages, etc.

**10. MENTAL HEALTH BOARD POLICIES.** The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified

in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

Further, Provider agrees it shall not use any funding for the Services received pursuant to this Agreement:

- i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of providing the Services to any participant;
- ii. For direct or indirect medical (physical health) services that are not related to mental health or substance use disorders;
- iii. To supplant funding for programs or services under the jurisdiction of public school systems;  
or
- iv. To augment or supplant funding from any other federal or state source prohibiting such action and/or subject to coordination of benefits.

The parties agree WCCMHB may contact Provider's funding sources with or without notice to Provider or Provider's knowledge to confirm compliance with all non-supplanting or supplemental funds and/or certification/accreditation standards.

**11. LIABILITY/INDEMNIFICATION/INSURANCE.** WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgements, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

During the term of this Agreement, Provider shall maintain in force policies of insurance including general liability, automobile and professional negligence covering its employees and contractors assigned to provider services hereunder. Policy limits are subject to review and reasonable approval by the WCCMHB. Upon execution of this Agreement, and on specific request thereafter, Provider shall supply to the WCCMHB a current certificate(s) of insurance reflecting the required insurance policies as outlined by this Agreement. The general and automobile liability policies shall include the Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing. The declaration certificates shall specifically require the Insurance Company to notify the WCCMHB in writing at least 30 days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the Provider until proper insurance certification has been received by the Board.

**12. REPAYMENT.** The Provider shall prepay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason. Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Services, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

**13. TERMINATION.** Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.



**14. MONITORING AND EVALUATION.** WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Services are conducted by the Provider under this Agreement and to all records relating to the Services and their operation for the purposes of monitoring and evaluating the Services and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating services and payment procedures. Provider shall comply with the confidentiality requirements set by the state and federal law, as well as other regulations and rules that Provider is obligated to follow.

**15. LEGAL COMPLIANCE.** Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or “designee”) of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

**16. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**17. CONTROLLING LAW/ENFORCEMENT.** The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event the WCCMHB takes any legal action to enforce the terms of this Agreement, including litigation, the Provider shall reimburse the WCCMHB for all legal fees incurred.

**18. CERTIFICATIONS.** By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the

certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

**19. NOTICE.** All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

If to WCCMHB:  Contact:	If to Provider:  Contact: Marlana Dokken 404 Elm Street Rockford, IL 61101 <a href="mailto:mdokken@admin.wincoil.gov">mdokken@admin.wincoil.gov</a>
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**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB Signatures:

PROVIDER Signature:

Winnebago County Community

Mental Health Board

PRESIDENT

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

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

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

TREASURER

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



**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County Juvenile Detention Center
<b>Hours of Operation:</b>	Detention is open 24/7; Mental health programming to operate every day
<b>Service, Program or Project Name:</b>	Reducing Isolation through Expanded Behavioral Health
<b>Amount:</b>	\$430,935.06
<b>Contract Year:</b>	June 1, 2023 - May 31, 2024
<b>Priority Areas:</b> Primary funding category	<ul style="list-style-type: none"> <li>● Mental Health Treatment</li> <li>● Case Management</li> <li>● Crisis Response Services</li> <li>● Family and Community Support</li> <li>● Client Identification and Outreach</li> <li>● Housing</li> </ul>
<b>Target Population Served:</b> Target population served in this service, program or project.	<ul style="list-style-type: none"> <li>● Serious Mental Illness (18+)</li> <li>● Serious Emotional Disturbances (3-21)</li> <li>● Substance (Ab)use Disorders (all ages)</li> </ul>

**FUNDING AGREEMENT SPECIAL CONDITIONS**

	Title	Description	Due Date	Completed
#A	Consumer Satisfaction Survey	Create consumer satisfaction survey	11/30/23	

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

With the support of the mental health sales tax, the Winnebago County Juvenile Detention Center seeks to reduce youth/adolescent isolation by addressing the behavioral health needs of detained youth through assessment, crisis intervention, therapeutic intervention, and coordination of services. This program will aim to serve 183 youth.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

System Capacity Outcomes

- Providers
- Wait Times
- Hours of Service
- Coordination

Individual & Family Outcomes

- Persons and Families served
- Symptom Improvement
- Criminal Justice Involvement
- Perception of Care

Community Outcomes

- Incarceration

CUSTOMER SATISFACTION COLLECTION METHOD PROVIDED

**ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION:**

Serious Mental Illness (18+)	55
Serious Emotional Disturbances (3-21)	90
Infant and Early Childhood Mental Health (0-5)	
Substance (Ab)use Disorders (all ages)	38
Total	183

**POSITIONS FUNDED:**

	<b>Position Title</b>	<b>Position FTE %</b>	<b>Position Qualifications</b>
#1	Therapist	3	QMHP; LCSW / LCPC preferred
#2	Supervision	.10	Master's degree in Social Service field, LCSW / LCPC preferred
#3	Grant Compliance	.10	Bachelor's degree in related field or experience

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**Signature**

**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **WINNEBAGO COUNTY** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

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**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:



**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County Juvenile Resource Intervention Center
<b>Hours of Operation:</b>	JRIC 11am-8pm Monday - Friday School year schedule will be Monday-Thursday 12-9pm and Friday 8am-5pm
<b>Service, Program or Project Name:</b>	Behavioral Health Implementation
<b>Amount:</b>	\$183,622.88
<b>Contract Year:</b>	June 1, 2023 - May 31, 2024
<b>Priority Areas:</b> Primary funding category	<ul style="list-style-type: none"> <li>● Mental Health Treatment</li> <li>● Case Management</li> <li>● Crisis Response Services</li> <li>● Family and Community Support</li> <li>● Client Identification and Outreach</li> <li>● Housing</li> </ul>
<b>Target Population Served:</b> Target population served in this service, program or project.	<ul style="list-style-type: none"> <li>● Serious Mental Illness (18+)</li> <li>● Serious Emotional Disturbances (3-21)</li> <li>● Substance (Ab)use Disorders (all ages)</li> </ul>

**FUNDING AGREEMENT SPECIAL CONDITIONS**

N/A

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

Increasingly, youth exhibiting significant mental health and behavioral problems have encountered the juvenile justice systems. Among with cognitive-behavioral approaches, dialectic behavior therapy (DBT) has shown particular promise for application to

corrections populations. As such, the Juvenile Resource Intervention Center seeks to intervene using the Dialectic Behavior Therapy (DBT) therapeutic model and individual and group therapy with highest risk youth. By expanding this program, DBT will be available to 75 additional youth.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

System Capacity Outcomes

- Providers
- Wait Times
- Hours of Service
- Coordination
- Awareness

Individual & Family Outcomes

- Persons and Families served
- Criminal Justice Involvement
- Perception of Care

Community Outcome

- Incarceration

CUSTOMER SATISFACTION COLLECTION METHOD PROVIDED

**ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION:**

Serious Mental Illness (18+)	20
Serious Emotional Disturbances (3-21)	40
Infant and Early Childhood Mental Health (0-5)	
Substance (Ab)use Disorders (all ages)	15
Total	75

**POSITIONS FUNDED:**

	<b>Position Title</b>	<b>Position FTE %</b>	<b>Position Qualifications</b>
#1	Therapist	1	QMHP; LCSW preferred
#2	Supervisor	.10	Master's degree in Social Service field, LCSW preferred
#3	Grant Compliance Specialist	.10	Bachelor's degree in related field or experience

-----  
**Signature**

**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **WINNEBAGO COUNTY** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

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**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:





**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County Resource Intervention Center
<b>Hours of Operation:</b>	Monday - Thursday 8am-8pm; Friday 8am-5pm
<b>Service, Program or Project Name:</b>	Behavioral Health Expansion
<b>Amount:</b>	\$183,622.88
<b>Contract Year:</b>	June 1, 2023 - May 31, 2024
<b>Priority Areas:</b> Primary funding category	<ul style="list-style-type: none"> <li>● Mental Health Treatment</li> <li>● Case Management</li> <li>● Crisis Response Services</li> <li>● Family and Community Support</li> <li>● Client Identification and Outreach</li> <li>● Housing</li> </ul>
<b>Target Population Served:</b> Target population served in this service, program or project.	<ul style="list-style-type: none"> <li>● Serious Mental Illness (18+)</li> <li>● Substance (Ab)use Disorders (all ages)</li> </ul>

**FUNDING AGREEMENT SPECIAL CONDITIONS**

N/A

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

Winnebago County will expand of The Resource Intervention Center (RIC), which is a multiagency, multidisciplinary center where public and private agencies assign staff members to be co-located to deliver evidence-based, coordinated services to individuals on probation or pre-trial supervision in Winnebago County. Research indicates that focusing on high-risk individuals is the path to reducing recidivism. As

such, RIC services are only available to those deemed moderate to high-risk based on an actuarial risk assessment results. Research also indicates to not mix high and low risk individuals in a treatment setting. Bringing service providers in-house supports both research findings and is the RIC strategy for delivering all services. This proposal seeks to expand evening programming and increase RIC service offerings to include dialectic behavior therapy (DBT), individual therapy sessions, and Seeking Safety, a therapeutic model for highest risk offenders suffering from trauma, substance abuse, and/or posttraumatic stress disorder (PTSD). This program will serve an additional 120 criminal justice involved individuals.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

System Capacity Outcomes

- Providers
- Wait Times
- Hours of Service
- Coordination

Individual & Family Outcomes

- Persons and Families served
- Criminal Justice Involvement
- Perception of Care

Community Outcomes

- Incarceration

CUSTOMER SATISFACTION COLLECTION METHOD PROVIDED

**ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION:**

Serious Mental Illness (18+)	60
Serious Emotional Disturbances (3-21)	
Infant and Early Childhood Mental Health (0-5)	
Substance (Ab)use Disorders (all ages)	60
Total	120

**POSITIONS FUNDED:**

	<b>Position Title</b>	<b>Position FTE %</b>	<b>Position Qualifications</b>
#1	Therapist	1	QMHP; LCSW / LCPC preferred
#2	Supervision	.10	Master's degree in Social Service field, LCSW / LCPC preferred
#3	Grant Compliance	.10	Bachelor's degree in related field or experience
#4			
#5			
#6			
#7			
#8			

-----  
**Signature**

**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **WINNEBAGO COUNTY** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

-----  
**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** June 14, 2023  
**Ordinance Title:** Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)  
**County Code:** N/A  
**Board Meeting Date:** June 22, 2023

## Budget Information:

Was item budgeted? Partially	Appropriation Amount: \$235,219
If not, explain funding source: Illinois Criminal Justice Information Authority	
ORG/OBJ/Project Code:	
FY2023 Budget Impact: \$35,781.00	

**Background Information:** On February 24, 2022, the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438 for the Violent Crime Reduction in Illinois Communities Program. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the ICJIA also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs. Additional funds to be disbursed as follows:

WINNEBAGO COUNTY: \$765  
GET CONNECTED 815: \$35,016

Total: \$35,781

**Recommendation:** Resolution to Approve Execution of Amendment #2 under ICJIA award # 419060 (Violent Crime Reduction in Illinois Communities Program).  
**Contract/Agreement:** Amendment attached.  
**Legal Review:** The State's Attorney's Office has reviewed and approved amendment.  
**Follow-Up:** N/A

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2023 CR

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**RESOLUTION TO APPROVE EXECUTION OF AMENDMENT #2 UNDER ICJIA AWARD #419060  
(VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES PROGRAM)**

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**WHEREAS**, on February 24, 2022, the County of Winnebago, Illinois and the Illinois Criminal Justice Information Authority (“ICJIA”) entered into an Intergovernmental Grant Agreement (the “Agreement”) (2022-CO-022), to set forth the obligations of the Parties related to the County pledging to implement Navigator services for moderate to high-risk individuals involved, or formerly involved, in our criminal justice system; and

**WHEREAS**, the vendor was not able to hire immediately leaving remaining funds from the original award; and

**WHEREAS**, the funding agency, the ICJIA had funds remaining from their 2019 JAG Federal award to expend; and

**WHEREAS**, the ICJIA has agreed to extend the contract date, and add additional funds to meet budget needs; and

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement for the aforementioned request and recommends approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute Amendment #2 under ICJIA Award #419060 by and between the County of Winnebago, Illinois and the Illinois Criminal Justice Information Authority, in substantially the same form as that set forth in Exhibit A, attached hereto.

**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 Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

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KEVIN MCCARTHY

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JEAN CROSBY

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CHRIS SCROL

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CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH V. 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

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
WINNEBAGO COUNTY

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 60 East Van Buren Street, 6<sup>th</sup> Floor, Chicago, Illinois 60605, and Winnebago County (Grantee), with its principal office at 404 Elm Street, Rockford, Illinois 61101-1239 and payment address at 404 Elm Street, Suite 533, Rockford, Illinois 61101-1239, hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein 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 in the Agreement and 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 AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered 419060, has an original term from March 1, 2022 to September 30, 2023.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: 1, Effective Date: 2/13/2023.

1.3. Current Agreement Term. The Agreement expires on 9/30/2023, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description)     | <input type="checkbox"/> Exhibit F (Performance Standards)   |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Exhibit G (Specific Conditions)     |
| <input type="checkbox"/> Exhibit C (Payment)                 | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)   |
| <input type="checkbox"/> Exhibit D (Contact Information)     | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Performance Measures)    | <input checked="" type="checkbox"/> Budget                   |



- Award Term
- Award Amount
- Funding Source
- Other (specify): \_\_\_\_\_

1.5. Effective Date. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. 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 the Agreement and repayment of all Grant Funds.

1.7. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

By: \_\_\_\_\_  
Signature of Delrice Adams, Executive Director  
Date: \_\_\_\_\_

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Joseph Chiarelli, Winnebago County Board Chairman  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Schultz, Winnebago County Chief Financial Officer  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Marlana Dokken, Director of Chairman’s Office of Criminal Justice Initiatives  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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**ARTICLE II  
AMENDMENTS**

- 2.1. Amount of the Agreement. Grant Funds shall not exceed \$235,219, of which \$235,219 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 2.2. The budget is amended as detailed in the attached new budget.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**Section C - Budget Worksheet & Narrative**

**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	Federal/State Amount	Match Amount	Total Amount	Last budgeted	Actual Spent	Lapsing Funds	New Projected	Lapsing Funds	Additional Fund requested/projected minus lapse.
1. Personnel	\$ 36,121.00	\$ -	\$ 36,121.00	\$41,246.00	\$16,435.00	\$24,811.00	\$19,686.00	\$24,811.00	-\$5,125.00
2. Fringe Benefits	\$ 24,365.00	\$ -	\$ 24,365.00	\$23,699.00	\$8,213.00	\$15,486.00	\$16,152.00	\$15,486.00	\$666.00
3. Travel	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Equipment	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Supplies	\$ 5,168.00	\$ -	\$ 5,168.00	\$0.00	\$0.00	\$0.00	\$5,168.00	\$0.00	\$5,168.00
6. Contractual Services	\$ 160,499.00	\$ -	\$ 160,499.00	\$125,483.00	\$78,544.00	\$46,939.00	\$81,955.00	\$46,939.00	\$35,016.00
16. Indirect Costs	\$ 9,066.00	\$ -	\$ 9,066.00	\$8,995.00	\$4,965.00	\$4,030.00	\$4,101.00	\$4,030.00	\$71.00
<b>TOTAL PROJECT COSTS</b>	<b>\$ 235,219.00</b>	<b>\$ -</b>	<b>\$ 235,219.00</b>	<b>\$199,423.00</b>	<b>\$108,157.00</b>	<b>\$91,266.00</b>	<b>\$127,062.00</b>	<b>\$91,266.00</b>	<b>\$35,796.00</b>

plus  
 \$15 from awarded amount  
 \$199,438          \$108,157          \$91,281          \$127,062          \$91,281          \$35,781

\$765 more for Winnebago  
 \$35,016 for GC815



# Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 14, 2023  
**Ordinance Title:** Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

**County Code:** N/A

**Board Meeting Date:** June 22, 2023

**Budget Information:**

Was item budgeted? Partially	Appropriation Amount: \$81,955
If not, explain funding source: Illinois Criminal Justice Information Authority	
ORG/OBJ/Project Code:	
FY2023 Budget Impact: \$35,016.00	

**Background Information:** On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) and authorized Sub-award Agreement #1 with Get Connected 815 to carry out services of the award in the amount of \$125,483. The primary service provision is to provide Navigators for moderate to high-risk individuals involved, or formerly involved, in our criminal justice system. The vendor was not able to hire immediately, leaving a remainder of \$46,939 out of the total \$125,483 in Sub-award Agreement #1. The vendor has learned they are not able to operate their business without advance payment. As such, this Ordinance is requesting the following:

- 1) Enter into new sub-award agreement #2 utilizing \$46,939 remaining plus an increase in the budget of \$35,016. The \$46,939 is part of the original funded amount of \$125,483.00 in sub-award Agreement #1 but was lapsed in the period between March 1, 2022 and February 28, 2023. The new sub-award agreement #2 will total \$81,955.
- 2) Back date new sub-award agreement #2 to 3/1/2023 through 9/30/2023 to align with the main ICJIA award #419060 term dates.
- 3) Allow for advance monthly payments on sub-award agreement #2 starting 07/01/2023.

**Recommendation:** Approve Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060.

**Contract/Agreement:** Sub-Recipient Agreement attached.

**Legal Review:** The State's Attorney's Office has reviewed and approved the sub-recipient agreement.

**Follow-Up:** N/A

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2023 CR

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**RESOLUTION TO APPROVE EXECUTION OF SUB-AWARD AGREEMENT #2 UNDER ICJIA  
AWARD #419060 (VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES PROGRAM)**

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**WHEREAS**, on February 24, 2022, the County of Winnebago, and Get Connected 815 (“Get Connected”) entered into an Agreement (the “Agreement”) (2022-CO-022), to set forth the obligations of the Parties related to the County pledging a portion of its award from the Illinois Criminal Justice Information Authority (ICJIA) to provide Navigator services for moderate to high-risk individuals involved, or formerly involved, in our criminal justice system; and

**WHEREAS**, the vendor was not able to hire immediately leaving remaining funds from the original award; and

**WHEREAS**, the funding agency, the Illinois Criminal Justice Information Authority had funds remaining from their 2019 JAG Federal award to expend; and

**WHEREAS**, the funding agency, the Illinois Criminal Justice Information Authority has agreed to extend the contract date, and add additional funds to meet budget needs; and

**WHEREAS**, the vendor has not been able to establish consistent payroll and is requesting advance payment; and

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement for the aforementioned request and recommends approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute Sub-Award Agreement #2 Agreement by and between the County of Winnebago, and Get Connected 815, in substantially the same form as that set forth in Exhibit A, attached hereto.

**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 Chairman’s Office of Criminal

Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

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AARON BOOKER

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH V. 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



<b>ORGANIZATION AND GRANT SPECIFIC INFORMATION</b>	
<b>Organization (“GRANTOR”)</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization (“SUBRECIPIENT”)</b>  Name: Get Connected Address: 815 N. Church Street Rockford, IL 61103 EIN No.: 84-3713588 DUNS No.: 118114827 SAM Cage Code: 93R56 SAM CCR Expiration Date: 05/21/2023
<b>Fund Information</b>	
<b>Award Type:</b> Extension	
<b>State Award ID No. (SAIN) (if awarded by/through State):</b> n/a	
<b>CFSA No.:</b> 546-00-2094	
<b>CFSA Title:</b> Edward Byrne Justice Assistance Grant (JAG)	
<b>CFDA No. and Title (if Federal):</b> 16.738	
<b>CFDA Title:</b> Edward Byrne Memorial Justice Assistance Grant Program (JAG)	
<b>Federal Award ID No. (FAIN, if Federal):</b> 2019-DJ-BX-0055	
<b>Federal Award Date:</b> October 01, 2018	
<b>Amount Obligated by this Action:</b> \$1,000,000.00	
<b>Federal Agency (if Federal):</b> n/a	
<b>Project Information</b>	
<b>Sub award Period of Performance:</b> March 1, 2023 – September 30, 2023	<b>Total Maximum Amount Funded Under this Sub award Agreement:</b>  \$46,939 of remaining funds from Subaward #1 plus an increase of \$35,016 for a total maximum amount of \$81,955 funded under this Sub award Agreement #2.  The \$46,939 is part of the original funded amount of \$125,483.00 but was not used in the period between March 1, 2022 and February 28, 2023.
<b>Indirect Cost Rate:</b> 10%	
<b>Is Award R &amp; D:</b> n/a	
<b>Description Title of Project:</b> Violent Crime Reduction in Illinois Communities (VCRIC) Program / Winnebago County Partnerships and Strategies to Reentry Navigator Program	
<b>Agreement No.</b> 419060 – Subaward #2	

**AGREEMENT WITH GET CONNECTED  
FOR VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES**

This AGREEMENT (hereinafter “Agreement”) is entered into this 1<sup>st</sup> day of March, 2023, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter “Grantor” or “County”) and Get Connected (hereinafter “Sub-recipient”). The County and Sub-recipient are collectively referred to herein as “Parties” or individually as a “Party”.

**RECITALS**

**WHEREAS**, Get Connected agrees to implement Violent Crime in Illinois Communities, Fiscal Year 2019, 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. ALLOCATION OF COST.**

- A. Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed Eighty one thousand nine hundred and fifty-five dollars (\$81,955) 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.
- B. Grantor agrees to prepay the Sub recipient for the purpose of establishing a payroll fund. Sub recipient recognizes that any prepayment of any of the unpaid balance of this Agreement, whether voluntary or involuntary or resulting from an Event of Default by Sub recipient, will result in Grantor’s incurring loss, including reinvestment loss, additional expense and frustration or impairment of Grantor’s ability to meet its commitments to third parties. Sub recipient agrees to pay to Grantor upon demand damages for the detriment caused by any prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Sub recipient further acknowledges that the prepayment provisions of this Agreement are a material part of the consideration for the prepayment, and that the terms of this Agreement are in other respects more favorable to Sub recipient as a result of the Sub recipient’s voluntary agreement to the prepayment provisions.
- C. Grantor shall pay the Sub recipient to cover its estimated disbursement needs for an initial period of up to one (1) month in advance. Thereafter, the Sub recipient shall submit the previous months actual costs for reimbursement. Starting July 1, 2023, this shall be done on a



monthly basis, by the 5<sup>th</sup> of the month, and in an invoice 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. The Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

- D. Further, Federal funds received under this Agreement shall be managed in accordance with 2 CFR 200.305 which includes but is not limited to:
- 1) **Cash Management Improvement Act of 1990.** Unless notified otherwise, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 501 *et seq.*) and any other applicable federal laws or regulations. *See* 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.
  - 2) **Interest.** All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9). Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable. Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).
  - 3) **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. *See* 2 CFR 200.305.
  - 4) **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 708/97, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.
  - 5) **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. *See* 2 CFR 200.305.

## **SECTION 2. PARTIES' RESPONSIBILITIES.**

- A. The County shall managing matters including, but not limited to:

- 1) Payments to each contractor or Sub recipient.
- 2) Ensuring timely submission of reports.
- 3) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules.

B. Get Connected 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 – Grantee Award (*See Section 12 below*)

### **SECTION 3. 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 5.

### **SECTION 4: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective from March 1, 2023 through September 30, 2023, or unless otherwise terminated as provided in Section 6. The term shall not be extended.

### **SECTION 5. 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 6. 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 7. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

**SECTION 8. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

**SECTION 9. 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 GET CONNECTED:

Get Connected  
Attn: Tretara Flowers  
815 N. Church Street  
Rockford, Illinois 61103

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 10. 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 11. 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 Exhibit E, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

**SECTION 12. 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 13. 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 14. 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 15. 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 16. 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: \_\_\_\_\_

**GET CONNECTED**

\_\_\_\_\_  
Tretara Flowers  
Executive Director  
Get Connected

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

**EXHIBIT A  
SCOPE OF WORK**

<p>Does your organization fully understand and is aware of their role and responsibilities as subgrantee? <b>Yes, Get Connected fully understands its role as a subgrantee and the responsibilities the organization will be tasked with if ICJIA approves it to be one.</b></p>
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<p>Does your organization understand that lesser awarded amounts must be prorated among all collaborative partners? <b>Yes, Get Connected understands this.</b></p>
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**Statement of Need**

<p><b>What community domestic violence or gun violence needs will be addressed by this program?</b></p>
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<p>Response: Get Connected aims to address gun violence by implementing a hybrid of evidence-based practices that address precursors to crime. Get Connected’ s approach will identify and address not only historical and static factors that identify the people and places that are likely to be involved in criminal behavior, but also the dynamic (or changeable) needs, on both an individual level and the community/systems-level (individual level being substance abuse, mental health functionality, or personal relationships; community-level being lack of access to resources for certain areas or changes in the geographical features in an area). This approach will target the individuals at highest risk for perpetrating gun violence using the Risk-Needs-Responsivity (RNR) Model which will help identify the static and dynamic factors that influence whether or not these individuals reoffend. This model is expected to be more effective because it involves evidence-based practices to assess and to address these multi-level needs using Navigators, which will then be available to guide community resource management.</p>
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<p>Looking at the components of this approach, the Risk-Needs-Responsivity (RNR) model will prioritize the needs of individuals, addressing the highest needs with the highest dosage of resource navigation and concentrated services. The target population will be individuals who are high risk (as defined by the RNR assessment) and on parole, probation, or pre-trial release, and focus on high need areas identified by their RNR assessment (including pro-social supports, employment, and educational goals). The chaos and disconnection of resource access points for services that address risk factors to violence (including gun violence) among individuals, including mental health treatment, substance abuse treatment, transportation, and housing will be addressed through Navigators. Get Connected and Winnebago County also plan to use lessons learned from past iterations of this model to allow for a higher dosage of treatment than ever before by employing Navigators outside traditional business hours (when the need for services is high) and on weekends. Finally, by utilizing a partnership between a relatively new, grassroots organization led by a formerly incarcerated individual with strong ties to the community, that understands firsthand the barriers that individuals being released from incarceration face on a local level and local government, who can provide a guiding hand in understanding grant reporting, compliance issues, and other issues that are often barriers to successfully implementing publicly funded grant programs will allow partners to address community gun violence in new ways and will utilize the strengths of both organizations for a common goal.</p>
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**Program Design**

**Describe your agency’s proposed activities, role, and responsibilities within the collaborative partnership and how they will address issues identified in your Statement of Need.**

Response: Get Connected and Winnebago County, as grant partners, will be the collaborators that work most closely in this partnership. Get Connected will provide employ and oversee one (1) Part Time Call Center Coordinator, and four (4) Part Time Navigators to complement the existing Focused Deterrence Reentry Program run by Winnebago County. These staff will utilize the Risk-Needs-Responsivity model to provide assistance (including a higher treatment dosage than currently available from the Winnebago County Focused Deterrence Reentry Program alone) for high-risk individuals returning from jail or prison to meet their needs during evening and weekend hours. Individuals who are part of the Focused Deterrence Reentry Program that need a higher treatment dosage will be prioritized for service by Get Connected Navigators, although services will not be limited to this population. Navigators will work in the field, connecting individuals to resources, encouragement, and positive social associations to help them succeed and to reduce their risk of reoffending and participating in violence, particularly gun violence.

Get Connected’ s role in the partnership will be to ensure participants have a risk assessment and service plan and will use these to begin the service enrollment process. In addition, Get Connected will assist participants with following the service plan and will help them create custom solutions to address real life barriers. They will also assist participants with pro-social engagement & awareness, as well as aid them in increasing their awareness of resources and their financial literacy.

**Explain how your proposed program activities will coincide with proposed services to be provided by others in the collaborative and how they will serve needs of the community.**

Response: Get Connected is the only funded Collaborative partner. However, the organization is a collaborative partner with the Winnebago County Focused Deterrence Reentry program which will serve as a referral source.

The organization also partners with Partnerships and Strategies to Reentry, Winnebago County’s multi-disciplinary reentry group. Get Connected and Winnebago County will also collaborate extensively through the Grants Compliance Coordinator (GCC), funded through Winnebago County’s grant funds. While the responsibility of verifying eligibility, service delivery, and collecting data lies with Get Connected, the GCC will be responsible for quality assurance and model fidelity by:

- Ensuring data reflects that risk assessment results are obtained and clients served are meeting the eligibility requirement of being high risk.
- Monitoring whether GC is in compliance with achieving organizational goals within the parameters of the grant.

GC will also put an emphasis on education as an alternative to participants’ pre-incarceration lifestyle. Working with local colleges such as Rock Valley College and Rockford Career College, GC will facilitate tours and events to create exposure to and familiarity with the different higher education and career/technical training options available to them. This will include events like informational sessions about the FAFSA process, academic offerings, and meetings with admissions advisors. Based on previous initiatives of this nature conducted by the Executive Director, GC can even work with schools to set up placement and admissions testing. Since initially undertaking these activities with participants, at least 3 of the individuals who participated in these activities have since graduated and at least one of them is now employed by a trade union, providing for himself and his family, earning a living wage

and potentially stopping the generational poverty and criminal behavior that may have otherwise continued without intervention.

Get Connected plans to also place a heavy emphasis on guiding participants in getting and maintaining employment that will lead to a career. This will include working with community providers and professionals through events such as employment workshops to introduce new concepts to participants to help them build the skills necessary to do this, such as the basics of self-branding, how to effectively search for employment, the difference between a resume and an application (and the best way to get either noticed by an employer), and what barriers to expect when looking for employment and how to best prepare to address them. In addition, if a subject is determined to be needed for multiple clients, the GC Executive Director will conduct the workshops, before clients work to address the subject matter individually with their Navigators. In addition to these group activities, Navigators will also provide one-on-one employment assistance for clients to teach them to create a resume, conduct mock interviews, and link them directly to appropriate employment opportunities.

Although not funded partners, Get Connected plans to partner with a number of local pro-social support groups, such as Alcoholics Anonymous, Narcotics Anonymous, and the Fatherhood Encouragement Project, as appropriate. These partnerships will be made in the form of warm handoffs from Navigators to the social support groups, meaning that whenever a group is identified for inclusion in the individual’s plan, the Navigator will join them to attend at least their first session. These warm handoffs will be as appropriate as possible, meaning that for example, if a female Navigator refers a male client to the Fatherhood Encouragement Project meetings, that Navigator would introduce their client to a male Navigator who would then attend that meeting with the client. After the client’s initial engagement with the group, Navigators will also check in to ensure that clients feel comfortable with these groups, are engaging, and are connecting with positive new friends to build and maintain lasting friendships with positive social supports. The objective with these groups will be to build new, positive social networks to keep clients from feeling that they have to return to their previous, negative environments.

In addition to the aforementioned, Get Connected staff will also provide services based on identified needs of clients, such as:

- Follow-up and engagement with court support services to assist with keeping track of caseloads and matriculation of clients through the legal system.
- Assistance with child support research and assistance,
- Assistance with housing referrals,
- Referral to and warm handoffs to mental health and addiction resources, and
- Support in addressing basic and immediate needs, such as food, shelter, and clothing

**Describe how the proposed activities reflect and promote the values of diversity, equity, and inclusion.**

Response: Get Connected services will reflect and promote values of diversity, equity, and inclusion. Each program will be implemented by staff are from diverse backgrounds and will share lived experiences with those individuals and families being served. The program values aim to have a diverse impact while creating equitable awareness. Including individuals in all aspects of programming, including volunteers, in order to represent a melting pot of people is a core belief of Get Connected as an organization. The activities proposed here are designed to be able to be performed by anyone with



any background from any socioeconomic class regardless of nationality or gender, and the hiring process will aim to bring on staff from as diverse a cross section of the population as possible, taking special care to try to mirror the characteristics of the clients being served, so that participants will be able to relate more easily to staff and facilitators they work with. Get Connected places strong emphasis on the organization's ability to meet participants where they are, regardless of their current condition of life, where they currently live, or where they fall on the spectrum of readiness to change.

**Describe how the proposed activities reflect and promote the value of restorative justice.**

Response: Get Connected's proposed activities put a strong emphasis on reconciling offenders with the community and focus on mitigating the high-risk factors that contribute to their successful deterrence from gun violence or zero entry to gun violence.

Furthermore, by not only learning to obtain, but maintain gainful employment and financial independence, program participants will begin to contribute to the economic footprint of the community and find their role as a productive member of the community, often for the first time in their lives. This will help them more fully integrate into and reunite with the community as equal members, thus promoting restorative justice.

Even the structure of the program (such as hiring, training, and selection of participants) is based on the principles of restorative justice. The Executive Director of Get Connected will oversee the hiring and training process and those hired will be former offenders, all of whom understand, and are compassionate to, the needs of the target population. The program seeks restorative justice except when to do so would harm others. Because our program serves high-risk reentrants, the latter is often a determining factor.

Finally, developing and working with individuals to implement the service plans based on the results of the individuals risk assessment, following the Risk-Needs-Responsivity model, as well as conducting community-based, one-on-one case management services, reflect and promote the values of restorative justice. They do so because the services are based on the principles that 1) offenders must take responsibility and atone for their transgressions, and that 2) if they are willing to do their part, the community from which they were separated from will make available to them the resources they need to live a full and productive life, giving each an equal role in strengthening the community to prevent further harm.

**Staffing**

**List and describe all staff positions assigned to the proposed program, including roles and responsibilities. Include name of position, funding type (funded, non-funded, interns, or volunteer), program job duties, required experience, reporting, and supervision structure.**

Response: The following positions will be responsible for completing the proposed grant-funded activities and will be dedicated to carrying out program activities. All positions will be 100% grant-funded, with the exception of the Get Connected Executive Director, who is funded through Get Connected general funds, but included here due to the vital supervisory role the position has relative to the proposed project.

POSITION TITLE: GET CONNECTED EXECUTIVE DIRECTOR

**Roles and Responsibilities:** The Get Connected Executive Director (who is also the Founder of Get Connected) will act in a supervisory role for the program, ensuring program activity meets all applicable requirements of the organization, Winnebago County, and ICJIA. This is a non-grant funded position covered by Get Connected from non-grant funds to allow more grant funding to be allocated for direct services.

**Required Experience/Qualifications:** This position requires a minimum of a bachelor’s degree in business, social work, criminal justice, or a related field, as well as a minimum of two years of experience implementing services that address the impact of violence on individuals and communities, preferably serving offenders and practicing restorative justice. This person will have lived experience.

**Reporting & Supervision Received** – This role reports to the Director of the Winnebago County Chairman’s Office of Criminal Justice Initiatives and the Get Connected Board of Directors.

POSITION TITLE: GET CONNECTED CALL CENTER COORDINATOR

**Roles and Responsibilities:** The Get Connected Call Center Coordinator (CCC) will be responsible for fielding all incoming calls and ensuring they are routed to the correct Get Connected staff member (Navigator). The CCC will be the first point of contact for clients coming into contact with GC. When they receive the initial call and/or referral for individuals needing services, the CCC will be responsible for screening clients for services and entering their information into the Get Connected client database. The CCC will also manage the caseload rotation for Navigators, tasked with determining the next available navigator to connect with the client and managing the master Navigator calendar so that they can schedule clients for their initial intake appointment. The CCC will also be responsible for providing appointment reminders to clients to increase likelihood of client attendance for appointments with Navigators. The CCC will perform periodic check-ins with Navigators as an added measure of safety for staff working in the field. They will also assist with monitoring Navigator documentation compliance and will ensure that Navigators are fulfilling all documentation requirements describing client engagement, activities, and services rendered. They will assist the Executive Director with planning workshops, training, and other events by helping to coordinate these and assisting the ED in making contact with any necessary outside agencies and event planning to ensure all activities are planned and implemented as described in the proposal. The CCC will finally be responsible for ensuring that all incoming clients provide the necessary information from their Risk-Needs-Responsivity assessment to the Navigator they are paired with.

**Required Experience/Qualifications:** This position requires a minimum of an Associates or Technical Degree in Business, Social Work, Criminal Justice, Public Health, or a related field, as well as a minimum of one year of experience working in an administrative or coordinating capacity in a program that provides direct client services to marginalized populations. Lived experience (whether personal or through a family member or friend) preferred.

**Reporting & Supervision Received:** This role reports to the Get Connected Executive Director.

POSITION TITLE: PART-TIME NAVIGATORS

**Roles and Responsibilities** – Four (4) Navigators supplement the work of parole, probation, and other community programming (covered by non-VCRIC funding) by dedicating evening and weekend hours to the needs of high-risk individuals on pre-trial release, parole, or probation. They will assess the social service needs of clients by performing intake appointments and using the information provided by the risk assessment (ensuring the information from this assessment is provided by clients at the first

appointment), and following the Risk-Needs-Responsivity (RNR) model, make an initial plan as to which pro-social networks, meetings, and events may be beneficial to the client. This planning process will be a collaborative process with the client, with the Navigator serving as an educator and facilitator, but with the client maintaining responsibility and control as to which services will be incorporated into the client's service plan. These staff will be responsible for connecting clients to services and pro-social support using an intro-refer module (consisting of introducing those referred to case managers, social workers, treatment providers, etc. during the referral process to ensure a valued connection that will result in engagement). The Navigator will also assist clients in accessing the range of direct individual services identified in their risk assessment needed to complete their pre-trial, probation, and/or parole board orders and connect them with peer support and they will meet regularly with clients to support case plan progress. Navigators will follow up with clients after resource workshops/events/classes. They will also work as a trusted partner with probation/parole and other court services to ensure clients are fulfilling all requirements and remain in compliance with all requirements.

**Required Experience/Qualifications** – Navigators will have lived experience and be trained by the Get Connected Executive Director on matters concerning Risk, Needs, and Responsivity. Requirements for the position are 2 years out of incarceration with clean time consisting of, but not limited to, changed thinking. Navigators will have knowledge of community services and peer support services and where they lack in knowledge of community services and peer support, they will research to learn of available opportunities.

**Reporting & Supervision Received** – Navigators will be supervised by the Get Connected Executive Director.

**Describe how staff positions will implement processes to ensure decision-making will draw from local knowledge, experience, evidence-based research, or promising practices to deliver appropriate services to the community.**

Response: Get Connected draws it's' strength as an organization from the experience and local knowledge of its leadership, employees and volunteers. The organization's all volunteer board is diverse and represents community members from all stations and areas of life, but all board members have had their lives personally impacted by the struggles of reentry from prison in some way, whether by personal experience or experience through friends or loved ones. The board's strength comes from the commitment of its members and the shared passion for assisting these individuals as they work to transition back into the community and for improving the community by promoting principles of restorative justice to reduce levels of violent crime, particularly gun crime. The Executive Director/Founder is a formerly incarcerated individual who understands the struggles Get Connected's clients face as they work to make this transition and has extensive knowledge of the resources and barriers to those resources within the local community, as she has gone through the process herself and since dedicated her life to offering a helping hand to others as they travel down the same path. In addition to her personal experience through the journey of reentry, she has also worked as a Navigator in the community's very first ICJIA grant funded Navigator program, and after the program used all available funding, she remained so committed to the mission of the program, she founded Get Connected to continue to use her knowledge and expertise to ensure continued availability of the resources developed in the first Navigator program.

The positions described in this grant program were built upon the original Navigator position's responsibilities and duties, with adjustments made based on lessons learned from the previous program's implementation. Since the previous implementation of the Navigator program was designed based on evidence-based research, the same value and validity of program design carry through for this program as well. To put it simply, all the values, principles, and plans that Get Connected was built upon from day one has been for the express purpose of preparing to implement a program like the one ICJIA is describing in the VCRIC funding opportunity announcement. Since each Navigator will be responsible for proposing service plans after performing the initial assessment, the decision-making for delivery of services to Get Connected clients will be built upon recommendations that are heavily influenced by the knowledge, experience, and resource awareness of the GC Navigators. Further, reviewing service plans in team meetings with Navigators, the Get Connected Executive Director, and the Winnebago County Grant Compliance Coordinator will allow for infusion of the collective knowledge of the program team into the service plans (and thus the provision of service in general) for Get Connected clients.

**Subgrantee Experience and Capacity**

Describe your organization's capacity and experience in providing domestic violence or gun violence reduction services in the community. Describe how you will leverage experiences and capacity of the collaborative partners for the success of the program.

Response: Get Connected is fully prepared to implement this program and has the capacity to successfully meet all requirements of the VCRIC program as stipulated in the ICJIA funding announcement. This capacity comes from the Executive Director's (also the staff supervisor) previous experience in working with similar programs funded by ICJIA, as well as the support of prime grantee, Winnebago County, in providing subgrantee oversight and hands-on guidance for program implementation. By working closely with the Grant Compliance Coordinator (GCC), Get Connected is confident the program will remain in compliance with all grant requirements, and that any issues that could impact GC's compliance will be addressed and resolved before they become issues as a result of the technical assistance oversight provided by Winnebago County. Furthermore, since this experience was gained during the Executive Director's experience implementing programming designed to provide gun violence reduction services in the community, this knowledge will be applied to this program to help ensure the success of the program in achieving its goals and objectives as stated in the proposal.

Finally, Get Connected's Board of Directors includes an individual that has written and managed grant awards (including grants providing domestic violence or gun violence reduction services in the community) for over a decade that has agreed to provide additional technical assistance as needed to ensure that GC is able to access the necessary experience and capacity to ensure program success.

**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**

**See attached budget and budget narrative for this Sub award.**

**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. 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 programming and funded personnel / equipment is having the desired effect.

<b>Overall Goal of your Program:</b> To reduce violent crime in the community.	
<b>Process Objectives</b>	<b>Performance Measures</b>
Enroll 35 high risk probations/parolees/pre-trial releases via referrals by 09/30/2023	# Enrolled by 09/30/2023
Navigators collaborate to develop 1 Pop Up event based on current participant need (health/finances/legal/pro-social support)	# Pop Up event delivered by 09/30/2023
Engage 25 participants in employment-related goals (resume, job search, applications, interviews) by 09/30/2023	# Participants engaged in employment-related goals by 09/30/2023
Engage 25 participants in education-related goals by 09/30/2023	# Participants engaged in education-related goals by 09/30/2023
Engage 15 participants in reentry support groups 09/30/2023	# Participating in reentry group by 09/30/2023
<b>Outcome Objectives</b>	<b>Performance Measures</b>
80% enrolled, and will remain engaged w/Navigators for at least 3 months	% Remaining engaged w/Navigators for at least 3 months
25 Individuals reached through Pop Up Event	# Individuals participating in Pop up event
15 Individuals will obtain Full Time Employment	# Individuals obtaining full time employment
20 individuals will create at least one education goal by 09/30/2023	# Individuals, # education goals set by 09/30/2023
25% of education goals set will be completed by 09/30/2023	% Completed by 09/30/2023
80% engaged in reentry support, will remain engaged for 3 months	# Individuals engaging in, # remaining engaged in reentry support for 3 months
[Less than] 10% of those engaging in PT Navigator services will be rearrested for a <u>violent offense</u> .	% Of high-risk individuals engaged in PT Navigator services rearrested for violent offense.

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>
April - June	Date Report, quarterly timekeeping certifications, financial reports	January 10, 2023
July - September	Date Report, quarterly timekeeping certifications, financial reports	April 10, 2023
October - December	Date Report, quarterly timekeeping certifications, financial reports	July 10, 2023

January - March	Date Report, quarterly timekeeping certifications, financial reports	October 10, 2023
Final Close Out	Date Report, quarterly timekeeping certifications, financial reports, 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: Tretara Flowers Title: Executive Director Address: 815 N. Church Street, Ste 101 Rockford, IL 61103  Telephone: 815-329-5199 Email: <a href="mailto:tretara@getconnected815.org">tretara@getconnected815.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: Tretara Flowers Title: Executive Director Address: 815 N. Church Street, Ste 101 Rockford, IL 61103  Telephone: 815-329-5199 Email: <a href="mailto:tretara@getconnected815.org">tretara@getconnected815.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: Tretara Flowers Title: Executive Director Address: 815 N. Church Street, Ste 101 Rockford, IL 61103  Telephone: 815-329-5199 Email: <a href="mailto:tretara@getconnected815.org">tretara@getconnected815.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 U.S.C. 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 U.S.C. 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 U.S.C. 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 “*Funding provided in whole or in part by Winnebago County and the Criminal Justice Information Authority.*” Exceptions to this requirement must be requested, in writing, from Grantor, subject to ICJIA approval, and will be considered authorized only upon written notice thereof to Grantee.
- 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.

**EXHIBIT F**  
**GRANTEE AWARD**

In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Illinois Criminal Justice Information Authority agreement with Winnebago County #419060 (ICJIA), the terms and provisions of the ICJIA Agreement shall prevail.

See attached 419060 Amendment # 1 to Agreement and 419060 Agreement.





# **UNFINISHED BUSINESS**

# Appointments

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: June 22, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Summary of March 22, 2023, Closed Meeting with Constellation Energy Generation, LLC, to Discuss a Future License Amendment Request that Allows Byron Station and Braidwood Station to Utilize a New Citicality Analysis for the Spent Fuel Pools (EPID L-2023-LRM-0004).
  - b. Byron Station, Unit 2-Notification of NRC Baseline Inspection and Request for Information.
  - c. Federal Register/Vol. 88, No. 113/Tuesday, June 13, 2023/Notices.

**Adjournment**