



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, July 27, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Board Member Jim Webster
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 – None
 - C. Public Hearings – None
 - D. Public Participation – None
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of June 22, 2023 minutes
 - B. Layover of July 13, 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 Awarding Federal Lobbyist/Consulting Services

- 3. Ordinance for a Budget Amendment to Establish a Police Training Center Fund 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
 - 2. Resolution Authorizing Execution of an Intergovernmental Agreement Between the Forest Preserves of Winnebago County and the County of Winnebago for Administrative Services

- E. Public Works Committee**Dave Tassoni, Committee Chairman**
 - 1. Committee Report
 - 2. (23-025) Resolution Authorizing the Award of Bid for Best Road Resurfacing (Section: 23-00716-00-RS)
 Cost: \$ 1,289,979.72 C.B. District: 2
 - 3. (23-026) Resolution Authorizing a Structural Engineering Services Agreement with Willett Hofmann & Associates, Inc. for Replacing the Prairie Hill Road Bridge over the Rock River (Section: 18-00655-00-BR)
 Cost: \$308,769 C.B. District: 2, 4
 - 4. (23-027) Resolution Authorizing an Intergovernmental Agreement with Region 1 Joint Planning Commission for the Development of a Safe Streets and Roads for All (SS4A) Transportation Safety Action Plan.
 Total Cost: \$400,492
 County Cost: \$15,500 C.B. District: County Wide
 - 5. 23-028) Resolution Authorizing the Approval of a Change in Plans for the Spring Creek Road Resurfacing Project.
 Cost: \$34,549 C.B. District: 8

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution to Approve Execution of an Amendment to the Grant Agreement and Sub-Award Agreements under ICJIA Award # 162204 (Deferred Prosecution Program)
 - 3. Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Harlem Consolidated School District No. 122 for School Resource Officer Program

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

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

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

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, August 10, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JUNE 22, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 22, 2023 at 6:00 p.m.
2. Board Member Tassoni gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None

County Administrator introduced Steve Schultz, the new CFO.
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Salgado, Scrol, Tassoni, Thompson and Webster.) (Board Members Nabors, Penney, and Sweeney were absent.)

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

5. Awards - None
- Presentations - Rockford Area Venues and Entertainment-Annual Update. Discussion by Board Members Butitta, Salgado, Fellars, and Goral.
- Public Hearings - None
- Public Participation- John Mitchell, President of Winnebago-Boone Farm Bureau, presenting the Allies in Agricultural plaque to the Board.

Rev. Earl Dotson, Sr., Create Manufacturing Jobs for National Security, Pro

Joan Sage, Comcast Government and Regulatory Affairs Manager, Comcast Franchise Agreement, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of May 25, 2023 and layover County Board Minutes of June 8, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for June 22 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 McCarthy. Motion was approved by a voice vote. (Board Members Nabors, Penney, and Sweeney 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).**

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications), seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)
11. Board Member Butitta read in for the first reading of an Ordinance Amending Recorder's Predictable Fee Schedule to Institute Mandated Increase to Rental Housing Support Program State Surcharge to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Crosby. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Guevara. Discussion by Board Members Arena and Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Violent Crimes Reduction in Illinois Communities (VCRIC) Grant Extension to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)

13. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Circuit Clerk PT Staff 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 Members Nabors, Penney, and Sweeney were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)

Board Member Butitta announced the next Finance meeting will be in two weeks.

ZONING COMMITTEE

14. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

15. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. No Report.

PUBLIC WORKS COMMITTEE

17. Board Member Tassoni made a motion to approve (23-023) a Resolution to Request Permission from IDOT for Intermittent Closure of IL Route 75 for the GFNY Rockford Cycling Event, seconded by Board Member Hoffman. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)
18. Board Member Tassoni made a motion to approve (23-024) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services, seconded by Board Member McDonald. Discussion by Board Member Scrol. Board Member Scrol made a motion to send back to committee, seconded by Board Member Tassoni. Discussion by Chief Deputy Ciganek, Chief of the Civil Bureau Vaughn and Board Members Scrol, Guevara, Lindmark, McDonald, Goral, Booker, Crosby, Tassoni, and Fellars. Motion to

spend back to committee was approved by a roll call vote of 10 yes and 7 no votes. (Board Members Booker, Butitta, Crosby, Lindmark, McDonald, Thompson, and Webster voted no.) (Board Members Nabors, Penney, and Sweeney were absent.)

20. Board Member Lindmark made a motion to approve a 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, seconded by Board Member Hanserd. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken and Board Members Arena, Webster, Guevara, Lindmark, Crosby, and Fellars. Motion was approved by a voice vote. (Board Members Webster and Arena voted no.) (Board Members Nabors, Penney, and Sweeney were absent.)
21. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)
22. Board Member Lindmark made a motion to approve a Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program), seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)
23. Board Member Lindmark made a motion to approve a Resolution to Approve Execution of Sub-award Agreement #2 ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)

UNFINISHED BUSINESS

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

Board Member Guevara made a motion to approve the Appointments (as listed below), seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, and Sweeney were absent.)

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-term, May 2023 to May 2025

NEW BUSINESS

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

Board Member Tassoni spoke of the shortage of Mental Healthcare workers and the Mental Health Board.

Chairman Chiarelli spoke of a news conference next Wednesday addressing behavioral health issues in the community and the lack of providers.

Board Member Webster spoke of the Mental Health Board.

Board Member Fellars spoke of the Comcast Program for RPS 205 students.

Board Member Goral spoke of a RAVE Board Presentation. Discussion by Board Member McCarthy.

ANNOUNCEMENTS & COMMUNICATION

26. 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. 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.

County Administrator Thompson congratulated Tami Goral on forty year of employment and announced the resignation of Animal Services Administrator Brett Frasier.

ADJOURNMENT

27. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Members Nabors, Penney, and Sweeney were absent.) The meeting was adjourned at 7:22 p.m.



Respectfully submitted,

Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JULY 13, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 13, 2023 at 6:00 p.m.
2. Board Member Thompson gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 15 Present. 5 Absent. (Board Members Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Salgado, Sweeney, Thompson and Webster.) (Board Members Arena, Nabors, Penney, Scrol, and Tassoni were absent.)

Board Member Arena arrived at 6:03 pm.

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Rev. Earl Dotson, Sr., West Side Economic Development, Pro
Mel Welch, Navy Club, Pro
Denzil Wynter, Patrolling Neighborhoods, pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of June 8, 2023 and layover County Board Minutes of June 22, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for July 13, 2023. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle

Report and Auditor's Report, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Nabors, Penney, Scrol, and Tassoni 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).**

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for a Circuit Clerk Project Manager 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 Members Nabors, Penney, Scrol, and Tassoni were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
11. Board Member Butitta made a motion to approve a Resolution Authorizing Voya Retirement Insurance and Annuity Company as Winnebago County's 457(B) Deferred Compensation Plan Record Keeper, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for Approval of a Budget Amendment to Change the County 457(b) Plan Vendor 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 Members Nabors, Penney, Scrol, and Tassoni were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
13. Board Member Butitta made a motion to approve a Resolution Authorizing Use of Winnebago County Health Department Surplus Funds to Pay Off the Bond on 555 N. Court Street, seconded by Board Member Thompson. Discussion by Board Members Goral and Butitta. Motion was approved by a voice vote. (Board Members McDonald, Lindmark, and Booker voted no.) (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
14. Board Member Butitta read in for the first reading of an Ordinance Providing for the Payment of Certain Outstanding Bonds of the County and Authorizing and Directing the Execution of an Escrow Agreement in Connection Therewith to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol,

and Tassoni were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)

15. Board Member Butitta read in for the first reading of an Ordinance for Approval of a Budget Amendment to Reimburse the General Fund for 555 Court Street Bond Payments 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 Members Nabors, Penney, Scrol, and Tassoni were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)

ZONING COMMITTEE

16. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

17. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

18. Board Member McDonald made a motion to approve a Resolution Awarding Therapy Services at River Bluff Nursing Home, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
19. Board Member McDonald made a motion to approve a Resolution to Approve New Laundry and Linen Services at River Bluff Nursing Home, seconded by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
20. Board Member McDonald made a motion to approve a Resolution Awarding Printing Services Bid, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)
21. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of an Attornment Agreement between Blackhawk Bank and the County of Winnebago, Illinois for the Property located at 4505 North Main Street, Rockford, IL, seconded by Board Member McCarthy. Discussion by County Administrator Thompson, Chief of the Civil Bureau Vaughn, Chairman Chiarelli, and Board Members Goral, Sweeney, Arena, Fellars, Guevara, and Crosby. Motion was approved by a voice vote. (Board Member Crosby abstained.) (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)

PUBLIC WORKS COMMITTEE

22.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

23.

UNFINISHED BUSINESS

24. **Appointments read in On May 11, 2023**

Board Member Thompson made a motion to approve Items A. & B. (as listed below), seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)

A. Chicago Rockford International Airport Authority, Annual Compensation: \$1,800

1. Mike Schablaske (Reappointment), Rockford, Illinois, 5-year term, May 2023 to May 2028

B. Pecatonica Cemetery Association, Annual Compensation: None

1. Larry Holeton (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
2. Gary Meyer (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
3. Ron Larson (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
4. Glen Wiegert (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
5. Lori Finley (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
6. Steve Van Vlect (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029

Appointments read in On June 8, 2023

Board Member Webster made a motion to approve Items C. & D. (as listed below), seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Nabors, Penney, Scrol, and Tassoni were absent.)

C. Cherry Valley Cemetery Association, Annual Compensation: None

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

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

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

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

26. 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. Summary of the June 1, 2023, Public Outreach to Discuss the NRC 2022 End-Of-Cycle Plant Performance Assessment of Braidwood Station, Units 1 and 2; Byron Station, Units 1 and 2.
 - b. Byron Station - Notification of NRC Fire Protection Team Inspection Request for Information.
 - c. Reassignment of the U.S. Nuclear Regulatory Commission Branch Chief in the Division of Operating Reactor Licensing for Plant Licensing Branch III.
 - B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – May, 2023
 - b. Collateralization Report – May 31, 2023
 - c. Investment Report - as of May 31, 2023

Board Member Webster read a correspondence he received from a resident regarding Zoning staff and County Clerk Gummow.

Board Member Lindmark would like to keep Destiny Huggins, her family, and the first responders in our prayers.

ADJOURNMENT

27. 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 Nabors, Penney, Scrol, and Tassoni were absent.) The meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Lori Gummow

Lori Gummow

County Clerk

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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
3 different organizations for 4 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
30940	1	ROCKFORD ASSOCIATION OF CLUBS	08/01/2023 - 11/19/2023	\$ 2,300.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30942	1	SKI BRONCS INC.	07/29/2023 - 08/19/2023	\$ 4,999.99
30943	1	SKI BRONCS INC.	07/29/2023 - 08/19/2023	\$ 4,999.99

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
30941	1	ROCKFORD LUTHERAN SCHOOL	08/07/2023 - 08/07/2024	\$ 4,999.99

This concludes my report,

Deputy Clerk



Date

27-Jul-23

LORI GUMMOW
Winnebago County Clerk

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	500,268
101	PUBLIC SAFETY TAX	\$	56,944
103	DOCUMENT STORAGE FUND	\$	23,041
105	VITAL RECORDS FEE FUND	\$	79
111	CHILDREN'S WAITING ROOM FUND	\$	58
114	911 OPERATIONS FUND	\$	27,601
115	PROBATION SERVICE FUND	\$	574
116	HOST FEE FUND	\$	25,000
120	DEFERRED PROSECUTION PROGRAM	\$	7,427
126	LAW LIBRARY	\$	1,119
129	COUNTY AUTOMATION FUND	\$	4,671
131	DETENTION HOME	\$	40,297
155	MEMORIAL HALL	\$	3,619
158	CHILD ADVOCACY PROJECT	\$	1,028
161	COUNTY HIGHWAY	\$	77,135
164	MOTOR FUEL TAX FUND	\$	141,114
165	TOWNSHIP HIGHWAY FUND	\$	235,968
181	VETERANS ASSISTANCE FUND	\$	16,283
185	HEALTH INSURANCE	\$	1,681,705
194	TORT JUDGMENT & LIABILITY	\$	161,418
301	HEALTH GRANTS	\$	77,267
302	SHERIFF'S DEPT GRANTS	\$	217,223
304	PROBATION GRANTS	\$	1,433
309	CIRCUIT COURT GRANT FUND	\$	30,363
313	AMERICA RESCUE PLAN	\$	255,810
401	RIVER BLUFF NURSING HOME	\$	730,336
410	ANIMAL SERVICES	\$	24,507
420	555 N COURT OPERATIONS FUND	\$	18,028
430	WATER FUND	\$	423
501	INTERNAL SERVICES	\$	1,014
743	CAPITAL PROJECTS FUND	\$	8,181
	TOTAL THIS REPORT	\$	<u>4,369,934</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 27th day of July 2023 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Purchasing Department for Board Office
Committee: Finance Committee
Committee Date: July 20, 2023
Board Date: July 27, 2023
Resolution Title: Resolution Awarding Federal Lobbyist/Consulting Services

Was item budgeted? No	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 12501-43190	Descriptor: County Board/Chairman

Background Information:

The County Board Office is interested in hiring a firm to provide Federal Lobbyist/Consulting Services. The Lobbyist will act in liaison with, and report activities to, County Administration. The Lobbyist will interact on behalf on the County’s interests with the Federal legislative and executive branches of government. The goal is to maximize the County’s success in obtaining Federal funding and favorable legislation. County priorities includes economic development, public safety and public works.

The Purchasing Department issued a Request for Qualifications RFQ #23Q-2271 Federal Lobbyist/Consultant Services on February 15, 2023. The solicitation was posted nationwide on the DemandStar government bidding portal. There was a total of five submissions received, see Resolution Exhibit A. An evaluation committee was formed and all five firms participated in formal presentations.

Mercury Public Affairs, represented by former Congresswoman, Cheri Bustos, was the firm deemed most advantageous to represent the County’s best interests in Federal lobbying. The County of Winnebago will be Mercury’s only Illinois client.

Costs: The fee is a \$10,000 monthly retainer with no other costs or fees anticipated. The agreement services will begin effective August 1, 2023. Future funding will be budgeted in the 2024 budget.

Recommendation: The Legislative and Lobbying Committee, recommends awarding an agreement to Mercury Public Affair, see Resolution Exhibit B.

Legal Review: State’s Attorney’s Office has reviewed, revised and approved the agreement.

Follow-Up: Purchasing Department will route the new agreement and award the RFQ.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

RESOLUTION AWARDING FEDERAL LOBBYIST/CONSULTING SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County of Winnebago is in need of hiring a firm to coordinate the County's Federal lobbying efforts; and,

WHEREAS, the County issued Request for Qualifications solicitation RFQ # 23Q-2271 for Federal Lobbyist/Consulting Services; and,

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the RFQ Tab received for the aforementioned project and recommends awarding the contract as follows:

Mercury Public Affairs
218 Bearss Avenue #405
Tampa, Florida 33613
(See RFQ Tab - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute an agreement, similar in language to **Resolution Exhibit B**, on behalf of the County of Winnebago, with MERCURY PUBLIC AFFAIRS, 218 BEARSS AVENUE #405, TAMPA, FLORIDA 33613.

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

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:

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

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

REQUEST FOR QUALIFICATIONS TAB
FEDERAL LOBBYIST/CONSULTANT SERVICES
RFQ – 23Q-2271 MARCH 15, 2023, DUE BY 11:00 A.M.

VENDOR	
The Ferguson Group	McGuireWoods Consulting
Mercury Public Affairs	Dykema
Capitol Council, LLC.	



CONSULTING SERVICES AGREEMENT

County of Winnebago, Illinois (“Client”) enters into this Consulting Services Agreement (the “Agreement”) effective as of August 1, 2023 (the “Effective Date”), to retain **Highstake 35 LLC dba Mercury Public Affairs** (“Consultant”), to perform the services described herein. Client and Consultant may each be referred to herein as a “Party,” and together as the “Parties”.

1. The Services. Consultant shall render services to the Client as specified on Schedule 1 attached hereto (the “Services”).

2. Payment Terms. Client shall pay fees and expenses per the terms set forth on Schedule 2 attached hereto. Payment in full of fees and expenses shall be made to Consultant pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Notwithstanding anything to the contrary in the foregoing, in the event Client does not pay fees and expenses within thirty (30) days after an invoice is rendered, Consultant may suspend Services until payment is made.

3. Term. The term of this Agreement shall begin on the Effective Date and will continue in effect until September 30, 2024 (the “Term”). The Term shall automatically continue on a monthly basis thereafter, unless terminated by either Party on thirty (30) days’ written notice to the other Party. For any year beyond the initial year, this Agreement is contingent on the appropriation of sufficient funds and no charges shall be assessed for failure of the Client to appropriate funds in future contract years.

4. Independent Contractor Status. Consultant is an independent contractor and not an agent or employee of Client.

5. Confidential Information. During the performance of Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies as confidential or proprietary (“Confidential Information”). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed Confidential Information if such information is: (i) already known to Consultant free of any restriction; (ii) obtained from a third party free of any restriction; (iii) developed independently by Consultant; or (iv) available publicly.

6. Indemnification. Each Party will indemnify and hold harmless the other Party, its principals, employees, officers, and agents (collectively, the “Indemnified Party”) from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including but not limited to reasonable attorneys’ fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying Party, its employees, officers, directors, and agents, except to the extent that any third party claims are a result of the

Indemnified Party's negligence, willful misconduct, or claims under workers compensation. Each Party's indemnification obligations are conditioned upon the Indemnified Party: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Party is seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Party may, at its option and expense, participate in the defense or settlement of any claim, action, suit, or proceeding.

7. Publicity. Neither Party will use the other Party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.

8. Assignment. Neither Party may assign this Agreement, except to an affiliate or subsidiary, without the prior written consent of the other Party.

9. Notices. Any notice in connection herewith will be in writing, sent per the contact information on Schedule 3 attached hereto, and either delivered personally, or mailed by certified mail, postage prepaid, or sent via email. Notice will be deemed given when delivered personally, or, if mailed, seventy-two (72) hours after the time of mailing, or, if by email, twenty-four (24) hours after an email is sent.

10. Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules, and both Parties submit to the exclusive personal jurisdiction of the state and federal courts in Winnebago County, Illinois, and to venue in said courts, and waive any claim of *forum non conveniens*.

11. Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance given in good faith performance of the Services.

12. Dispute Resolution. In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties acknowledge and agree that each Party will be responsible for their own costs, charges, expenses (including, without limitation, and their own attorney's fees and costs) arising as a result thereof.

13. General.

(a) No amendments or modifications of this Agreement shall be binding upon either Party unless made in writing and signed by both Parties.

(b) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any

reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal, or unenforceable provision will be replaced by a provision which, being valid, legal, and enforceable, comes closest to the intention of the Parties.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The section headings contained in this Agreement are inserted for convenience only and do not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date noted above.

CONSULTANT:
Mercury Public Affairs

CLIENT:
County of Winnebago, Illinois

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1

Services

Consultant will provide the Client the following Services:

1. Assist in developing the Client's Federal legislative agenda by providing strategic, policy, and coordination support, including advice regarding the development of short and long-term Federal funding strategies for Federal grants and annual appropriations requests.
2. Periodically meet with Winnebago County Administration, the Winnebago County Legislative and Lobbying Committee, and the Board as a whole in support of the development of the legislative agenda.
3. Initiate and coordinate meetings between County elected officials and/or staff with Federal legislative and executive branch to pursue priority legislation or funding opportunities.
4. Meet with members of Congress, congressional staff, administration officials, other public officials, and stakeholders to seek support for the policy positions advocated by the County of Winnebago.
5. Identifying opportunities for appropriate County officials to testify, in order to advance the County's interests and showcase the County's needs and amenities.
6. Prepare legislative reports and participate in periodic legislative briefings for County Administration and the County of Winnebago.
7. Apprise County's Administration of emerging issues and make recommendations regarding possible effects on County government.
8. Submit the County's annual appropriations requests.
9. Identify federal grant and competitive funding applications for County priorities.
10. Provide information necessary for the Client to monitor the provision of the Services upon written request.

SCHEDULE 2

Compensation and Expenses

1. In exchange for the Services hereunder, Client will pay Consultant \$10,000.00 per month during the Term, prorated for any partial month, invoiced monthly, with invoices to be sent to the address provided by the Client on Schedule 3.
2. Client will pay and reimburse Consultant for all reasonable business expenses incurred and documented in providing the Services, invoiced monthly. Payment of any individual expense greater than \$100.00 requires the prior approval of Client.
3. In its sole and exclusive discretion, Consultant may require Client to pay in advance or directly to a vendor or creditor any expense(s) in connection with this Agreement.

SCHEDULE 3

Contact Information

Consultant:
Mercury Public Affairs
218 E Bearss Avenue, #405
Tampa, FL 33613
Email: dasaccounting@mercuryllc.com

Client:
County of Winnebago
404 Elm Street
Rockford, IL 61101
Attn: Joseph Chiarelli
Winnebago County Board Chairman
Phone: 815-319-4386
Email: joe@admin.wincoil.gov
Billing email: Same as above



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: July 20, 2023
Ordinance Title: Ordinance for a Budget Amendment to Establish a Police Training Center Fund
County Code:
Board Meeting Date: July 27, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Proceeds from Sale of 720 Chestnut St	
ORG/OBJ/Project Code: 83200 / 43190 Police Training Center Project / Other Professional Services	
FY2023 Budget Impact: \$25,000	

Background Information: The County Board Office is interested in hiring a firm (Dewberry) to provide design options and cost estimates to relocate the Police Training Center from 720 Chestnut St. to the current PSB. The cost for this contract would be \$25,000. The County received approximately \$348,000 from Rock Valley College for the sale of property at 720 Chestnut St. This receipt will be deposited to the new Police Training Center Fund and will be used to fund the contract with Dewberry.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Finance: July 20, 2023

Lay Over: July 27, 2023

Sponsored by:

Final Vote: Aug 10, 2023

John Butitta, Finance Committee Chairman

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 to Establish Police Training Center Fund

WHEREAS, the County Board Office is interested in hiring a firm (Dewberry) to provide design options and cost estimates for the Police Training Center to be located in the current PSB. The cost of this contract would be approximately \$25,000. The funding source for this will be the proceeds from the sale of 720 Chestnut St. The activity for this project will be tracked in a new capital projects fund, "Police Training Center Fund".

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 **#23-036 Establish Police Training Center Fund**.

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:		7/11/2023		AMENDMENT NO: 2023-036				
DEPARTMENT:		Police Training Ctr Project Fund		SUBMITTED BY: Steve Schultz				
FUND#:		0751		DEPT. BUDGET NO. 82300 Police Trng Ctr Proj				
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
Expenditures								
82300	43190		Other Professional Services	\$0	\$0	\$0	\$25,000	\$25,000
Revenue								
82300	39410		Sale of Assets	\$0	\$0	\$0	(348,000)	(\$348,000)
TOTAL ADJUSTMENT:							(\$323,000)	
Reason budget amendment is required:								
<p>The County has expressed an interest in developing a Police Training Center in unoccupied space of the PSB. This project would replace space that was used in the 720 Chestnut building which was sold to Rock Valley College. The proceeds from the sale of the building would be accounted for in a special revenue fund and used for this project. The Other Professional Services expense of \$25,000 provides for contracted services from Dewberry to design options and cost estimates for the project.</p>								
Potential alternatives to budget amendment:								
N/A								
Impact to fiscal year 2023 budget: \$25,000								
Revenue Source: Proceeds from sale of 720 Chestnut St.								

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Finance Department
Committee: Operations and Administrative Committee
Committee Date: July 20, 2023
Board Meeting Date: July 27, 2023
Resolution Title: Resolution Authorizing Execution of an Intergovernmental Agreement Between the Forest Preserves of Winnebago County and the County of Winnebago for Administrative Services

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

Background Information: The Forest Preserves of Winnebago County and the County have had a longstanding agreement whereby the County provides certain administrative services on behalf of the Forest Preserves. The current agreement has been renegotiated with the new agreement reflecting an increase in the fees paid to the County for these services. The new agreement is for a one (1) year term with the option to renew for four (4) one-year terms. The County provides services through Finance, Treasurer, Purchasing and Human Resources departments.

Recommendation: Administration recommends approval of this agreement.

Legal Review: State's Attorney's Office has reviewed, revised and approved the agreement.

Follow-Up: Forest Preserve Board will review the agreement at their August meeting.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE FOREST PRESERVES OF WINNEBAGO COUNTY AND THE COUNTY OF WINNEBAGO FOR
ADMINISTRATIVE SERVICES**

WHEREAS, the County of Winnebago offices have performed, over the years, certain administrative services for the Forest Preserves of Winnebago County; and,

WHEREAS, the Forest Preserves of Winnebago County has established a payment for services rendered by the Winnebago County offices; and,

WHEREAS, an Intergovernmental Agreement has been prepared to outline the duties and responsibilities of the various County offices that assist in the administration of Forest Preserves of Winnebago County functions; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Agreement, Resolution Exhibit A, for the aforementioned services; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an Intergovernmental Agreement, similar in language to Resolution Exhibit A.

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 Executive Director of the Forest Preserves of Winnebago County, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

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 CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**Intergovernmental Agreement
between the County of Winnebago, Illinois
and the Forest Preserves of Winnebago County
for the Performance of Administrative Services**

THIS Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the County of Winnebago, Illinois (“County”); and the Forest Preserves of Winnebago County, hereinafter referred to as (“Preserves”). ~~The County and Preserves are collectively referred to herein as “Parties” or individually as a “Party”.~~

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WHEREAS, the parties are authorized to enter into this Agreement pursuant to the authority of the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) and the Constitution of the State of Illinois (Article 7; Section 10; 1970); and

WHEREAS, the parties wish to define and clarify their agreement for the provision of and acceptance of administrative services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the County and the Preserves as follows:

1. SERVICES TO BE PROVIDED BY COUNTY.

• Finance Department –

- a. Process accounts payable, payroll, and assist with payroll related questions. The County will not be responsible for internal controls surrounding these processes, including appropriate approvals, and the County will provide a processing function only. ~~The Preserves agrees to appoint their own IMRF Authorized Agent and administrator for any employee benefit programs.~~
- b. Financial accounting, year-end financial statements, audit preparation and coordination. The Preserves will be responsible for all internal controls surrounding financial reporting and the County will provide a processing function only.

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- Treasurer – Reconcile bank statements, perform wire transfer, data entry functions and certificates of deposit activity including accepting bids. The Preserves are responsible for all internal controls surrounding bank reconciliations, wire transfers, data entry functions and certificates of deposit awards. ~~The County will provide a processing function only.~~
- Purchasing – Assist with formal bid process as needed. The Preserves may also participate in the County’s purchasing card program and certain shared bids with the County. The Preserves will be responsible for all internal controls surrounding purchasing and purchasing cards including compliance with all federal and state laws and regulations. Additionally, the Preserves will be responsible for selecting the successful bidder and approving purchasing card charges.

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- Human Resources – Process changes to employee records for payroll and benefit changes. The Preserves will be responsible for internal controls surrounding payroll changes including appropriate approvals, all human resources functions. The County will provide a processing function only.

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The County currently uses MUNIS to provide the services described above to the Preserves and is not currently required to pay additional licensing fees or separate instances of MUNIS related to the Preserves. Should MUNIS require additional software licensing fees or separate instances of MUNIS to process the Preserves transactions, these costs will be paid by the Preserves.

3. COMPENSATION FOR SERVICES. As compensation for those functions, duties, and services performed for the Preserves in Fiscal Year 2023 - 2024, The Preserves will pay County \$140,000 payable in four (4) equal installments due on October 1, 2023, January 1, 2024, April 1, 2024, and July 1, 2024. For each succeeding fiscal year, the compensation shall be adjusted by the lesser of the rate of inflation as determined by the Property Tax Extension Law Limit (PTELL) inflation adjustment for the current tax year or 5%. Failure by the Preserves to make a payment within thirty (30) days of the date the payment is due shall constitute a material breach of this Agreement and the County may, in its sole discretion, terminate this Agreement, and no further services shall be provided to the Preserves.

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4. EFFECTIVE DATE. This Agreement shall be for one (1) year commencing on October 1, 2023, and ending on September 30, 2024, and may be renewed for an additional four (4) one-year terms subject to the terms of compensation and if not earlier terminated as set forth herein.

Deleted: As compensation for those functions, duties, and services performed for the Preserves in Fiscal Year 2018 - 2019, The Preserves will pay County \$100,000 payable in four (4) equal installments due on October 1, 2018, January 1, 2019, April 1, 2019, and July 1, 2019.

5. TERMINATION. This Agreement may be terminated at any time on 90 days, written notice to the other party. A party may terminate this Agreement for succeeding fiscal years by providing written notice to all other parties on or before May 1 of the preceding fiscal year. Amounts due and owing by the Preserves to the County at the time of termination shall be immediately payable.

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6. LIMITATION OF LIABILITY. The Preserves agrees to indemnify the County, the Chief Financial Officer, Director of Finance, Treasurer, and all other County agents and employees and save them harmless against any and all loss, damage, liability, judgements, costs, and reasonable attorney's fee arising out of any acts or omissions undertaken pursuant to this Agreement.

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7. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement between the County and the Preserves, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by the parties hereto.

8. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which after execution shall be deemed an original.

**The County of
Winnebago, Illinois**

**The Forest Preserves of
Winnebago County,**

Deleted: Winnebago County

Deleted: Forest Preserve District

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

BY: _____
Jeffrey Tilly, President
The Forest Preserves of Winnebago County,

Deleted: Frank Haney

Deleted: Judy Barnard

Deleted: Forest Preserve District

DATE: _____

DATE: _____

ATTEST: _____
Lori Gummow
Clerk of the County Board,
of the County of Winnebago, Illinois

ATTEST: _____
Audrey Johnson, Secretary
The Forest Preserves of Winnebago County,

Deleted: Margie Mullins

Deleted: Mike Eickman

Deleted: Winnebago County Clerk

Deleted: Forest Preserve District

**PUBLIC WORKS
COMMITTEE**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, July 18, 2023

Resolution Title:

(23-025) Resolution Authorizing the Award of Bid for Best Road Resurfacing
(Section 23-00716-00-RS)

County Code: PWC Resolution #23-025

Board Meeting Date: Thursday, July 27, 2023

Budget Information:

Was item budgeted?	yes	Appropriation Amount: \$ 1.3 mil
If not, explain funding source:		
ORG/OBJ/Project Code: 469-46330 Budget Impact: \$1,289,979.72 (FY2023-24)		

Background Information:

This project is for the widening and resurfacing of Best Road from IL 75 to Lake Summerset. RBI funds are being used.

Recommendation: Staff recommends award to the low bidder.

Contract/Agreement:

After approval by the County Board.

Legal Review:

By the State Attorney's office.

Follow-Up: Contract 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 AWARD OF A BID FOR
BEST ROAD RESURFACING
(SECTION: 23-00716-00-RS)**

WHEREAS, the County of Winnebago has planned to resurface Best Road from IL-75 (Freeport Road) to the main entrance of Lake Summerset; and

WHEREAS, in connection with said project, three bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on July 7, 2023 for Section 23-00716-00-RS with the low bid being from Rock Road Companies, Inc. in the amount of \$1,289,979.72; and

WHEREAS, it would be in the public interest to award this project to the low bidder Rock Road Companies, Inc. in the amount of \$1,289,979.72.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on July 7, 2023 for Section 23-00716-00-RS from Rock Road Companies, Inc. in the amount of \$1,289,979.72 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies, Inc. for the above noted work; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

Jim Webster

John Penney

John Penney

John Penney



John Guevara

John Guevara



Kevin McCarthy

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

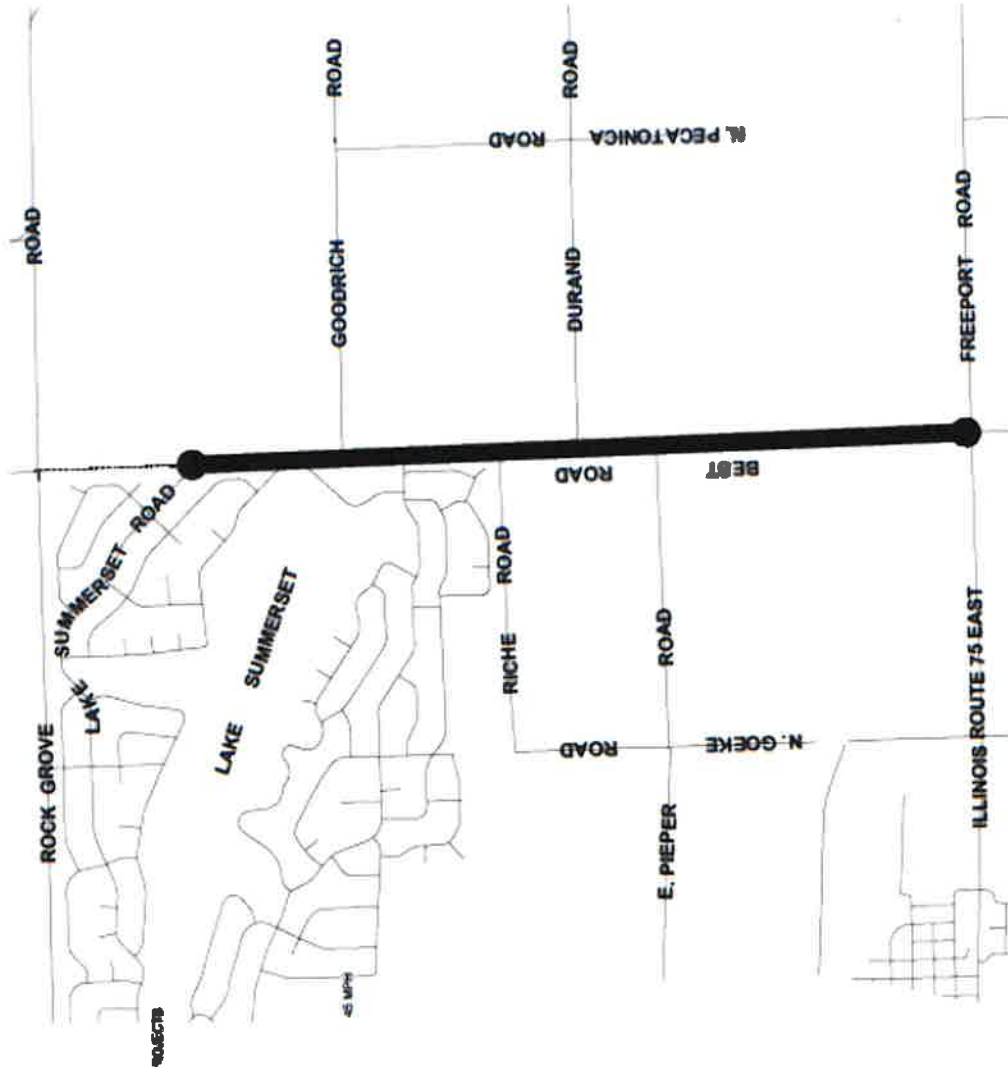


Tabulation of Bids

Local Public Agency: COUNTY Date: 7/7/2023
 County: WINNEBAGO Time: 10:00AM
 Section: 23-00716-00-RS Appropriation: Rebuild Illinois (RBI)
 Estimate: Not Published

Attended By: M. Fox, A. Limberg, S. Ortgiesen, G. Shelton, J. Kohler,
 K. McQuality

Item No.	Item	Unit	Quantity	Name of Bidder:		Rock Road Companies		Helm Civil		Martin & Company Excavating	
				Address of Bidder:	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200600	EXCAVATING AND GRADING EXISTING SHOULDER	UNIT	264.8			191,3300	\$ 50,664.1B	310,0000	\$ 82,088.00	208,0000	\$ 55,078.40
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	10			15,0700	\$ 150.70	50,0000	\$ 500.00	66,0000	\$ 660.00
28100803	STONE DUMPED RIPRAP, CLASS A2	TON	45			74,3400	\$ 3,345.30	110,0000	\$ 4,950.00	69,0000	\$ 3,105.00
28200200	FILTER FABRIC	SY	67			3,5200	\$ 235.84	4,3000	\$ 285.10	4,4000	\$ 294.80
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SY	25			30,1400	\$ 753.50	23,0000	\$ 575.00	29,0000	\$ 725.00
35501304	HOT-MIX ASPHALT BASE COURSE, 5"	SY	11923			21,0000	\$ 250,983.00	22,0000	\$ 262,306.00	26,9000	\$ 320,728.70
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20			0,0100	\$ 0.20	50,0000	\$ 1,000.00	30,0000	\$ 600.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	34228.9			0,3700	\$ 12,664.69	0,3000	\$ 10,269.67	0,3000	\$ 10,269.67
40600370	LONGITUDINAL JOINT SEALANT	FT	17930			2,3600	\$ 42,314.80	2,9000	\$ 51,997.00	4,2700	\$ 76,561.10
40600900	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N50	TON	5			187,3000	\$ 936.50	300,0000	\$ 1,500.00	100,0000	\$ 500.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	1735.4			11,8500	\$ 20,564.49	7,0000	\$ 12,147.80	7,3500	\$ 12,755.19
40600990	TEMPORARY RAMP	SY	106.7			26,5800	\$ 2,836.09	21,0000	\$ 2,240.70	5,0000	\$ 535.50
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	4362.3			78,0000	\$ 340,259.40	74,0000	\$ 322,810.20	94,3000	\$ 411,364.89
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	4180.5			78,0000	\$ 326,079.00	74,0000	\$ 309,357.00	94,3000	\$ 394,221.15
40800050	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	287.8			78,0000	\$ 22,448.40	130,0000	\$ 37,414.00	111,0000	\$ 31,945.80
44201741	CLASS D PATCHES, TYPE II, 8 INCH	SY	24.6			221,0200	\$ 5,437.09	320,0000	\$ 7,872.00	149,0000	\$ 3,665.40
44201745	CLASS D PATCHES, TYPE III, 8 INCH	SY	18.9			216,0000	\$ 4,082.40	320,0000	\$ 6,046.00	149,0000	\$ 2,816.10
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	2070			29,7200	\$ 61,520.40	24,0000	\$ 49,680.00	28,3000	\$ 58,581.00
50102400	CONCRETE REMOVAL	CY	6.8			143,6700	\$ 976.96	150,0000	\$ 1,020.00	660,0000	\$ 4,488.00
50105220	PIPE CULVERT REMOVAL	FT	186			15,0700	\$ 2,803.02	14,0000	\$ 2,604.00	16,0000	\$ 2,976.00
542A1069	PIPE CULVERTS, CLASS A, TYPE 2 24"	FT	60.5			311,4400	\$ 18,942.12	170,0000	\$ 10,285.00	87,0000	\$ 5,263.50
542A1081	PIPE CULVERTS, CLASS A, TYPE 2 36"	FT	64			331,5400	\$ 21,216.56	180,0000	\$ 11,520.00	126,0000	\$ 8,064.00
542A5491	P CUL CL A 1 EQRS 36"	EA	48			341,5800	\$ 16,995.84	240,0000	\$ 1,600.00	166,0000	\$ 7,968.00
54213669	PRC FLAR END SEC 24"	EA	1			1,557,2200	\$ 1,557.22	1,600,0000	\$ 1,600.00	1,700,0000	\$ 1,700.00
54213681	PRC FLAR END SEC 36"	EA	2			2,029,4000	\$ 4,058.80	2,000,0000	\$ 4,000.00	2,100,0000	\$ 4,200.00
54214521	PRC FL END 5 EQ RS 36"	EA	2			2,716,5900	\$ 5,433.18	820,0000	\$ 1,640.00	3,000,0000	\$ 6,000.00
60261000	INLETS TO BE ADJUSTED WITH NEW TYPE 8 GRATE	EA	1			1,579,4000	\$ 1,579.40	1,300,0000	\$ 1,300.00	1,200,0000	\$ 1,200.00
63500105	DELINEATORS	EA	6			25,1200	\$ 150.72	70,0000	\$ 420.00	195,0000	\$ 1,170.00





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, July 18, 2023

Resolution Title:

(23-026) Resolution Authorizing a Structural Engineering Services Agreement with Willett Hofmann & Associates, Inc. for Replacing the Prairie Hill Road Bridge over the Rock River (Section: 18-00655-00-BR)

County Code: PWC Resolution #23-026

Board Meeting Date: Thursday, July 27, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$310,000
If not, explain funding source:		
ORG/OBJ/Project Code: 464-46332	Budget Impact: \$310,000 (FY 2023-25)	

Background Information: The County Highway Department received approximately \$4.4 million in federal funding to replace this bridge over the Rock River. This agreement for structural services will provide the required Phase I and Phase II Engineering to prepare construction plans and bid documents.

Recommendation: Staff recommends approval

Contract/Agreement: After approval by the County Board

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 A
STRUCTURAL ENGINEERING SERVICES AGREEMENT WITH
WILLETT HOFMANN & ASSOCIATES, INC. FOR REPLACING THE
PRAIRIE HILL ROAD BRIDGE OVER THE ROCK RIVER
(SECTION 18-00655-00-BR)**

WHEREAS the Winnebago County Highway Department has received some \$4,423,000 from the Illinois Special Bridge Program (ISBP), formerly known as Illinois Major Bridge Program, to replace the Prairie Hill Road Bridge over the Rock River; and

WHEREAS, Willett, Hofmann & Associates, Inc. has agreed to provide Phase I and II design engineering services to prepare structural and construction drawings for the replacement of said bridge for a not to exceed price of \$308,769.00 as set forth in the attached Local Public Agency Engineering agreement (AGREEMENT); and

WHEREAS, it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) for Phase I and II structural engineering design services, to prepare construction drawings for the replacement of the Prairie Hill Road Bridge over the Rock River for the not to exceed price of \$308,769.00, and that the sum of \$310,000.00 will need to be appropriated from the County's Motor Fuel Tax fund to pay for this work.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreement with Willett, Hofmann & Associates, Inc. at a not to exceed price of \$308,769.00 and that the sum of three hundred and ten thousand dollars (\$310,000.00) is hereby appropriated via IDOT form BLR 09110 both in substantially the form attached hereto under Section 18-00655-00-BR; and

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

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars



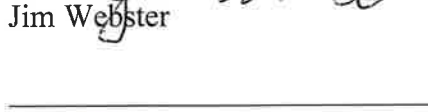
Angela Fellars

Chris Scrol



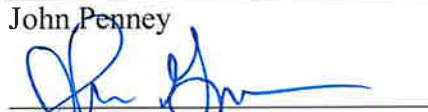
Chris Scrol

Jim Webster



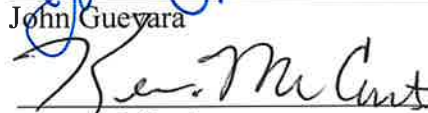
Jim Webster

John Penney



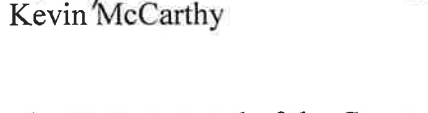
John Penney

John Guevara



John Guevara

Kevin McCarthy



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



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency <input type="text" value="Winnebago County"/>	County <input type="text" value="Winnebago"/>	Section Number <input type="text" value="18-00655-00-BR"/>	Job Number <input type="text"/>
Project Number <input type="text"/>	Contact Name <input type="text" value="Carlos Molina, PE"/>	Phone Number <input type="text" value="(815) 319-4031"/>	Email <input type="text" value="cmolina@hwy.wincoil.gov"/>

SECTION PROVISIONS

Local Street/Road Name <input type="text" value="Prairie Hill Road"/>	Key Route <input type="text" value="FAU 9867"/>	Length <input type="text" value="0.19"/>	Structure Number <input type="text" value="101-0118"/>
Location Termini <input type="text" value="8+00 to 18+00"/>			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>
Project Description <input type="text" value="Engineering services for the removal and replacement of existing five-span steel stringer and concrete deck structure on pile bent piers and abutments."/>			

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name <input type="text" value="Willett, Hofmann & Associates, Inc."/>	Contact Name <input type="text" value="Brian Converse"/>	Phone Number <input type="text" value="(815) 284-3381"/>	Email <input type="text" value="bconverse@willetthofmann.com"/>
Address <input type="text" value="809 E. 2nd Street"/>	City <input type="text" value="Dixon"/>	State <input type="text" value="IL"/>	Zip Code <input type="text" value="61021"/>

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E - Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$308,769.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$308,769.00
Total for all work		\$308,769.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type	Local Public Agency
County	Winnebago County

 of

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency	Local Public Agency Type
Winnebago County	County

 Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Willett, Hofmann & Associates, Inc.

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Title

Secretary

Title

President & General Manager

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	18-00655-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

- Administration & Project Management
- Route and Topo Survey
- Download & Tin Model Cleanup
- Existing ROW Fieldwork and Calculations
- Pavement Design, Typical Sections
- P&P Shts, Rem Plan, G-Rail Design
- Cross Sections
- Drainage Calc & Design, Erosion, SWPPP
- Stage/Detour, TCP, PVT Mark & Signage
- MUP Alt Studies/ADA Details
- Permits & Utility Coordination
- Gen. Project Coordination, Meetings
- Soil Boring Coordination
- Hydrologic & Hydraulic Calculations
- Preliminary Br. Design & Hydraulic Report
- TS&L
- Structural Design
- Structural Plans
- Proj. Development Rpt/Environmental
- Cover Sht., GN, Sp. Provisions, Control Sheet
- SOQ, Schedule, Quantity Calcs & Check
- QA/QC
- Field Checks
- Bridge Condition Report

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	18-00655-00-BR

EXHIBIT B
PROJECT SCHEDULE

Start Date: 8/1/2023 End Date: 7/31/2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	18-00655-00-BR

Exhibit C

Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency Winnebago County Highway Department	County Winnebago	Section Number 18-00655-00-BR
Prime Consultant (Firm) Name Willett, Hofmann & Associates, Inc.	Prepared By Michael R. Leslie	Date 6/25/2023
Consultant / Subconsultant Name Willett, Hofmann & Associates, Inc.	Job Number WHA Job. No. 1570D23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS			
START DATE	8/1/2023			OVERHEAD RATE	167.63%
RAISE DATE	4/1/2024			COMPLEXITY FACTOR	
				% OF RAISE	2.00%
END DATE	7/31/2025				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/1/2023	4/1/2024	8	33.33%
1	4/2/2024	4/1/2025	12	51.00%
2	4/2/2025	8/1/2025	4	17.34%

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	18-00655-00-BR
Consultant / Subconsultant Name		Job Number
Willett, Hofmann & Associates, Inc.		WHA Job. No. 1570D23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.67%

CLASSIFICATION	IDOT	CALCULATED RATE
	PAYROLL RATES ON FILE	
President & General Manager	\$89.30	\$86.00
Principal Engineering Manager	\$67.09	\$68.21
Engineering Manager	\$65.82	\$66.92
Civil Engineer IV	\$49.80	\$50.63
Civil Engineer III	\$44.89	\$45.64
Civil Engineering Intern II	\$39.77	\$40.44
Civil Engineering Intern I	\$35.14	\$35.73
Engineering Intern	\$24.37	\$24.78
Principal Architectural Manager	\$59.93	\$60.93
Architect Manager	\$58.58	\$59.56
Architect IV	\$53.85	\$54.75
Architect III	\$49.09	\$49.91
Architectural Intern II	\$43.17	\$43.89
Architectural Intern I	\$28.85	\$29.33
Architectural Intern	\$23.00	\$23.38
Principal PLS Manager	\$59.05	\$60.04
PLS Manager	\$51.90	\$52.77
PLS IV	\$45.00	\$45.75
PLS III	\$35.62	\$36.22
Technician IV	\$37.88	\$38.51
Technician III	\$29.60	\$30.10
Technician II	\$27.65	\$28.11
Technician I	\$26.30	\$26.74
Survey Worker Foreman	\$31.52	\$32.05
Survey Worker	\$22.15	\$22.52
Survey Worker Intern	\$22.00	\$22.37
Administrative Assistant	\$22.64	\$23.02

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	18-00655-00-BR
Consultant / Subconsultant Name		Job Number
Willett, Hofmann & Associates, Inc.		WHA Job. No. 1570D23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	0.00	0.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Winnebago County Highway Department

County
Winnebago

Section Number
18-00655-00-BR

Consultant / Subconsultant Name
Willett, Hofmann & Associates, Inc.

Job Number
WHA Job. No. 1570D23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency

Winnebago County Highway Department

County

Winnebago

Section Number

18-00655-00-BR

Consultant / Subconsultant Name

Willett, Hofmann & Associates, Inc.

Job Number

WHA Job. No. 1570D23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **167.63%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Administration & Project Management		64.0	4,317	7,236	1,424		12,977	4.20%
Route and Topo Survey		160.0	5,128	8,595	1,692		15,415	4.99%
Download & Tin Model Cleanup		10.0	334	560	110		1,004	0.33%
Exist ROW Fieldwork and Calculations		14.0	617	1,034	203		1,854	0.60%
Pavement Design, Typical Sections		20	828	1,389	273		2,490	0.81%
P&P Shts, Rem Plan, G-Rail Design		159	7,651	12,826	2,525		23,002	7.45%
Cross Sections		68	3,126	5,239	1,031		9,396	3.04%
Drainage Calc & Design, Erosion, SWPPP		49	2,256	3,782	745		6,783	2.20%
Stage/Detour, TCP, PVT Mark & Signage		38	1,754	2,941	579		5,274	1.71%
MUP All Studies/ ADA Details		142	6,698	11,228	2,210		20,136	6.52%
Permits & Utility Coordination		78	3,410	5,717	1,125		10,252	3.32%
Gen. Project Coord., Meetings		91	5,224	8,756	1,724		15,704	5.09%
Soil Boring Coordination		10	399	670	132		1,201	0.39%
Hydrologic & Hydraulic Calculations		60	2,738	4,590	904		8,232	2.67%
Prelim. Br. Design & Hydraulic Report		80	3,366	5,643	1,111		10,120	3.28%
T,S,&L		240	10,384	17,406	3,427		31,217	10.11%
Structural Design		188	8,851	14,838	2,921		26,610	8.62%
Structural Plans		300	11,554	19,368	3,813		34,735	11.25%
Prof. Development Rpt/ Environmental		107	5,200	8,718	1,716		15,634	5.06%
Public Involvement			-	-	-		-	0.00%
Cover-Sht, GN, Sp Prov. Control Sht		82	4,065	6,815	1,342		12,222	3.96%
SOQ, Sched., Quantity Calcs & Check		151	6,795	11,390	2,242		20,427	6.62%
Intersection Design Study			-	-	-		-	0.00%
Lighting, Signals, Electrical Design			-	-	-		-	0.00%
Retaining Walls			-	-	-		-	0.00%
QA/QC		73	4,856	8,141	1,603		14,600	4.73%
Field Checks		12	713	1,195	235		2,143	0.69%
Bridge Condition Report		56	2,442	4,093	806		7,341	2.38%
			-	-	-		-	-
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$0.00	
TOTALS		2252.0	102,706	172,170	33,893	-	308,769	100.00%

274,876

Local Public Agency
 Winnebago County Highway Department

Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 18-00655-00-BR

Job Number
 WHA Job. No. 1570D23

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Administration & Project Management			Route and Topo Survey			Download & Tin Model Cleanup			Exist ROW Fieldwork and Calculations			Pavement Design, Typical Sections		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00	8.0	0.36%	0.31															
Principal Engineering Manager	68.21	229.0	10.17%	6.94	58	90.83%	61.82												
Engineering Manager	66.92	0.0																	
Civil Engineer IV	50.63	385.0	17.10%	8.66												8	40.00%	20.25	
Civil Engineer III	45.64	712.0	31.62%	14.43												4	20.00%	9.13	
Civil Engineering Intern II	40.44	0.0																	
Civil Engineering Intern I	35.73	0.0																	
Engineering Intern	24.78	0.0																	
Principal Architectural Manager	60.93	0.0																	
Architect Manager	59.56	0.0																	
Architect IV	54.75	0.0																	
Architect III	49.91	0.0																	
Architectural Intern II	43.89	0.0																	
Architectural Intern I	29.33	0.0																	
Architectural Intern	23.38	0.0																	
Principal PLS Manager	60.04	14.0	0.62%	0.37	6	9.38%	5.63				2	20.00%	12.01	6	42.86%	25.73			
PLS Manager	52.77	0.0																	
PLS IV	45.75	0.0																	
PLS III	36.22	0.0																	
Technician IV	36.51	720.0	31.97%	12.31															
Technician III	30.10	8.0	0.36%	0.11												8	40.00%	12.04	
Technician II	28.11	0.0																	
Technician I	28.74	8.0	0.36%	0.09							8	80.00%	21.39						
Survey Worker Foreman	32.05	168.0	7.46%	2.39				160	100.00%	32.05				8	57.14%	18.31			
Survey Worker	22.52	0.0																	
Survey Worker Intern	22.37	0.0																	
Administrative Assistant	23.02	0.0																	
TOTALS		2252.0	100%	\$45.81	64.0	100.00%	\$67.45	160.0	100%	\$32.05	10.0	100%	\$33.40	14.0	100%	\$44.04	20.0	100%	\$41.42

Local Public Agency
 Winnebago County Highway Department
 Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 18-00655-00-BR
 Job Number
 WHA Job. No. 1570D23

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	P&P Shts, Rem Plan, G-Rail Design			Cross Sections			Drainage Calc & Design, Erosion, SWPPP			Stage/Detour, TCP, PVT Mark & Signage			MUP Alt Studies/ ADA Details			Permits & Utility Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00																		
Principal Engineering Manager	68.21	9	5.86%	3.88	4	5.88%	4.01	1	2.04%	1.39				22	15.49%	10.57			
Engineering Manager	66.92																		
Civil Engineer IV	50.63	104	65.41%	33.12	32	47.06%	23.83	28	57.14%	28.93	24	63.16%	31.98	24	16.90%	8.56	10	12.82%	6.49
Civil Engineer III	45.64													40	28.17%	12.86	40	51.28%	23.41
Civil Engineering Intern II	40.44																		
Civil Engineering Intern I	35.73																		
Engineering Intern	24.78																		
Principal Architectural Manager	60.93																		
Architect Manager	59.56																		
Architect IV	54.75																		
Architect III	49.91																		
Architectural Intern II	43.89																		
Architectural Intern I	29.33																		
Architectural Intern	23.38																		
Principal PLS Manager	60.04																		
PLS Manager	52.77																		
PLS IV	45.75																		
PLS III	36.22																		
Technician IV	38.51	46	28.93%	11.14	32	47.06%	18.12	20	40.82%	15.72	14	36.84%	14.19	58	39.44%	15.19	28	35.90%	13.83
Technician III	30.10																		
Technician II	28.11																		
Technician I	26.74																		
Survey Worker Foreman	32.05																		
Survey Worker	22.52																		
Survey Worker Intern	22.37																		
Administrative Assistant	23.02																		
TOTALS		159.0	100%	\$48.12	68.0	100%	\$45.98	49.0	100%	\$46.05	38.0	100%	\$46.17	142.0	100%	\$47.17	78.0	100%	\$43.72

Local Public Agency
 Winnebago County Highway Department
Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 18-00655-00-BR
Job Number
 WHA Job. No. 1570D23

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Gen. Project Coord., Meetings			Soil Boring Coordination			Hydrologic & Hydraulic Calculations			Prelim. Br. Design & Hydraulic Report			T,S,& L			Structural Design		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00	8	8.79%	7.56															
Principal Engineering Manager	68.21	29	31.87%	21.74													12	6.38%	4.35
Engineering Manager	66.92																		
Civil Engineer IV	50.83	30	32.97%	16.69															
Civil Engineer III	45.64	16	17.58%	8.02	2	20.00%	9.13	80	100.00%	45.64	40	50.00%	22.82	160	66.67%	30.43	176	93.62%	42.73
Civil Engineering Intern II	40.44																		
Civil Engineering Intern I	35.73																		
Engineering Intern	24.78																		
Principal Architectural Manager	60.93																		
Architect Manager	59.56																		
Architect IV	54.75																		
Architect III	49.91																		
Architectural Intern II	43.89																		
Architectural Intern I	29.33																		
Architectural Intern	23.36																		
Principal PLS Manager	60.04																		
PLS Manager	52.77																		
PLS IV	45.75																		
PLS III	36.22																		
Technician IV	38.51	8	8.79%	3.39	8	80.00%	30.81				40	50.00%	19.26	80	33.33%	12.84			
Technician III	30.10																		
Technician II	28.11																		
Technician I	25.74																		
Survey Worker Foreman	32.05																		
Survey Worker	22.52																		
Survey Worker Intern	22.37																		
Administrative Assistant	23.02																		
TOTALS		91.0	100%	\$57.40	10.0	100%	\$39.94	80.0	100%	\$45.64	80.0	100%	\$42.08	240.0	100%	\$43.27	188.0	100%	\$47.08

Local Public Agency
 Winnebago County Highway Department
Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 18-00655-00-BR
Job Number
 WHA Job. No. 1570D23

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

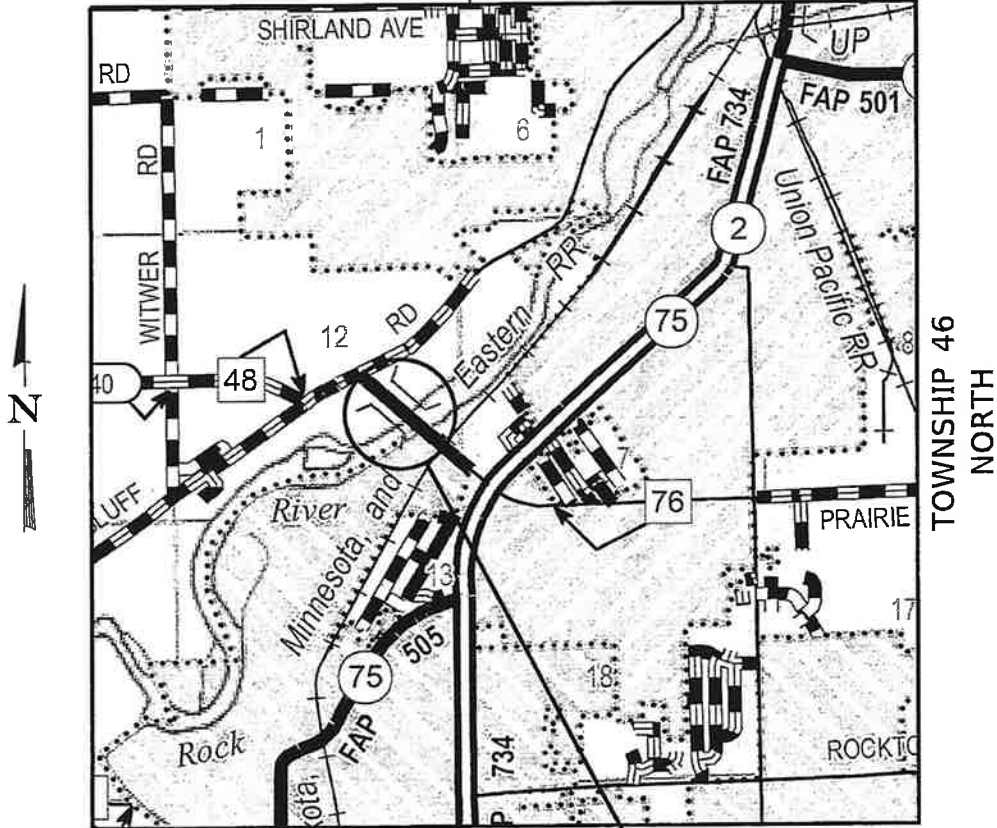
SHEET 4 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Structural Plans			Proj. Development Rpt/ Environmental			Public Involvement			Cover Sht, GN, Sp Prov, Control Sht			SOQ, Sched., Quantity Calcs & Check			Intersection Design Study		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manag	86.00																		
Principal Engineering Mana	88.21				11	10.28%	7.01				10	12.20%	8.32	1	0.66%	0.45			
Engineering Manager	66.92																		
Civil Engineer IV	50.83				48	44.86%	22.71				28	34.15%	17.29	38	23.84%	12.07			
Civil Engineer III	45.64				24	22.43%	10.24				38	46.34%	21.15	72	47.68%	21.76			
Civil Engineering Intern II	40.44																		
Civil Engineering Intern I	35.73																		
Engineering Intern	24.78																		
Principal Architectural Mana	60.93																		
Architect Manager	59.56																		
Architect IV	54.75																		
Architect III	49.91																		
Architectural Intern II	43.89																		
Architectural Intern I	29.33																		
Architectural Intern	23.38																		
Principal PLS Manager	60.04																		
PLS Manager	52.77																		
PLS IV	45.75																		
PLS III	36.22																		
Technician IV	38.51	300	100.00%	38.51	24	22.43%	6.64				6	7.32%	2.62	42	27.81%	10.71			
Technician III	30.10																		
Technician II	28.11																		
Technician I	26.74																		
Survey Worker Foreman	32.05																		
Survey Worker	22.52																		
Survey Worker Intern	22.37																		
Administrative Assistant	23.02																		
TOTALS		300.0	100%	\$38.51	107.0	100%	\$48.60	0.0	0%	\$0.00	82.0	100%	\$49.58	151.0	100%	\$45.00	0.0	0%	\$0.00

LOCATION MAP

RANGE 1 EAST
OF 3RD P.M.

RANGE 2 EAST
OF 3RD P.M.



BRIDGE LOCATION

PRAIRIE HILL ROAD OVER
 ROCK RIVER
 SECTION NO.: 18-00655-00-BR
 EXISTING S.N.: 101-0118
 PROPOSED S.N.: 101-0220
 WINNEBAGO COUNTY

WINNEBAGO COUNTY
ILLINOIS

FILE: S:\PROJECTS\2023\1878023.MXD, Prairie Hill Design 2D, Drawing 1878023, Location Map.dgn

FILE: S:\PROJECTS\2023\1878023.MXD, Prairie Hill Design 2D, Drawing 1878023, Location Map.dgn



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Original), Resolution Number, and Section Number (18-00655-00-BR)

BE IT RESOLVED, by the Board of Winnebago of the County of Winnebago Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Engineering services for the removal and replacement of existing five-span steel stringer and concrete deck structure on pile bent piers and abutments.

2. That there is hereby appropriated the sum of three hundred and ten thousand Dollars (\$310,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Lori Gummow County Clerk in and for said County

of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on July 27, 2023

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 Signature & Date Department of Transportation



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, July 18, 2023

Resolution Title:

(23-027) Resolution Authorizing an Intergovernmental Agreement with Region 1 Joint Planning Commission for the Development of a Safe Streets and Roads for All (SS4A) Transportation Safety Action Plan.

County Code: PWC Resolution #23-027

Board Meeting Date: Thursday, July 27, 2023

Budget Information:

Was item budgeted?	Yes for FY 2024	Appropriation Amount: \$ 15,500
If not, explain funding source:		
ORG/OBJ/Project Code:	463-43190	Budget Impact: \$ 15,500

Background Information: R1 submitted an application, on behalf of Winnebago County, Boone County and the City of Rockford, for a grant to develop a transportation safety plan for the area. They were awarded \$400,492 in federal funding. The local match will be by the agencies listed above.

Recommendation: Staff recommends approval. The development of a Transportation Safety Action Plan will be critical in the future to receive federal funds for safety projects.

Contract/Agreement:

After approval by the County Board.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

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

**RESOLUTION AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT WITH
REGION 1 JOINT PLANNING COMMISSION
FOR THE DEVELOPMENT OF A
SAFE STREETS AND ROADS FOR ALL (SS4A)
TRANSPORTATION SAFETY ACTION PLAN**

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 R1 are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, on September 15, 2022, R1 submitted a joint application to the United States Department of Transportation (USDOT) for “Safe Streets for All” planning grant to conduct a comprehensive safety action plan for the Rockford Region, as well as develop local transportation safety action plans for Boone County, Winnebago County, and the City of Rockford, in collaboration with the above listed agencies; and

WHEREAS, on September 14, 2022, Winnebago County provided R1 a letter of commitment to provide as local funds as match in support of the application for Safe Streets for All planning grant in the amount \$15,500 of non-federal and unencumbered local funds, made available upon acceptance of award; and

WHEREAS, on January 31, 2023, R1 was notified by USDOT on the award of \$400,492 in federally-funding to complete said safety action plans; and

WHEREAS it would be in the public interest to enter into the attached Intergovernmental Agreement with Region 1 Planning Commission to develop a Transportation Safety Action Plan in Winnebago County.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Intergovernmental Agreement with Region 1 Planning Commission in substantially the form attached hereto; and

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

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

Jim Webster

John Penney

John Penney



John Guevara

John Guevara



Kevin McCarthy

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

INTERGOVERNMENTAL AGREEMENT
by and between
REGION 1 PLANNING COUNCIL AND WINNEBAGO COUNTY

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Winnebago County (“**the County**”) and the Region 1 Joint Planning Commission d/b/a Region 1 Planning Council (“**R1**”). The County and R1 (**also referred to herein individually as a “Party” and collectively as the “Parties”**), enter into this Agreement for the purpose of conducting transit planning in the metropolitan area of Rockford, IL.

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

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

WHEREAS, the County and R1 are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Parties recognize the importance and potential contribution to the regional economy and public good provided by a safe and effective transportation system; and

WHEREAS, R1 is designated by the Office of the Governor of Illinois as a metropolitan planning organization (MPO) responsible for carrying out the federally required planning requirements for the area, in cooperation with its stakeholders, the State of Illinois, and US Department of Transportation and has the personnel and experience to conduct the transportation planning activities; and

WHEREAS, on September 15, 2022, R1 submitted a joint application to the United States Department of Transportation (USDOT) for Safe Streets for All planning grant to conduct a comprehensive safety action plan for the Rockford Region, as well as develop local transportation safety action plans for Boone County, Winnebago County, and the City of Rockford, in collaboration with the above listed agencies; and

WHEREAS, on September 14, 2022, Winnebago County provided R1 a letter of commitment to provide as local funds as match in support of the application for Safe Streets for All planning grant in the amount \$15,500 of non-federal and unencumbered local funds, made available upon acceptance of award; and

WHEREAS, on January 31, 2023, R1 was notified by USDOT on the award of \$400,492 in federally-funding to complete said safety action plans; and

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, the Parties agree to the following:

ARTICLE I: PURPOSE

Section 1.01. Purpose. Pursuant to and in accordance with this Agreement, the Parties shall cooperate in the furthering of planning-related activities for the development of transportation safety action plans.

Section 1.02. Relationship of Parties. Each Party will remain a separate and distinct entity and acknowledge that each of the Parties shall have independent responsibilities in addition to those shared obligations as set forth herein.

ARTICLE 2: POWERS AND DUTIES

Section 2.01. Compliance with Law. The Parties shall comply with all applicable federal and state laws, rules, regulations, and orders.

Section 2.02. Funding. The County shall provide funding to R1 at a fee of \$15,500 in local matching funds for costs associated with the development of the local transportation safety action plan for Winnebago County. An invoice for this service fee will be issued on the effective date of the start of the Federal budget period for the Safe Streets for All project. Any other fees agreed upon by the Parties require approval of the County Board the terms of which shall be established and agreed to in writing.

Section 2.03. Duties. R1 shall perform the following duties, in accordance with applicable laws, codes, policies, directives, and procedures.

- a. R1 will serve as the designated lead agency responsible for the fiscal and grant management and administration of the project.
- b. R1 agrees to dedicate \$55,123 from in-kind contributions to the overall project for costs associated with the management of the project.
- c. R1 will serve as the designated lead agency responsible for data analysis, plan content development, and plan document completion related to the Project.
- d. R1 will serve as the designated lead agency responsible for communication of requirements set forth by the Federal Highway Administration required to be met for the development of the Project.
- e. R1 agrees to serve as project manager and administrator of the Project on behalf of Winnebago County.
- f. R1 will deliver to the County a Local Transportation Safety Action Plan.

Winnebago County shall perform the following duties, in accordance with applicable laws, codes, policies, directives, and procedures.

- a. Winnebago County agree to identify organizations representative of public works, highway departments, health departments, law enforcement agencies, and emergency

medical services (EMS), emergency responders to serve as an Advisory Committee for the Project.

- b. Winnebago County agree to convene and assist in the facilitation of the Winnebago County Advisory Committee meetings for the Project.
- c. Winnebago County agrees to provide R1 with relevant transportation safety related data upon request to be used in the development of the Project.

The Parties shall jointly perform the following duties, in accordance with applicable laws, codes, policies, directives, and procedures.

- a. R1 and Winnebago County will jointly identify qualifying locations to employ video analytics to better understand why crashes are occurring at identified locations.
- b. R1 and Winnebago County will jointly participate in stakeholder engagement and public outreach efforts.

Section 2.04. Assignment of Personnel. R1 may, at its sole discretion, assign R1 personnel to perform the Services under this Agreement.

Section 2.05. Confidentiality. Unless otherwise required by law, the Parties will exercise reasonable effort to maintain in confidence information disclosed or submitted between Parties as confidential information. Confidential information does not include information that: (a) is generally available in the public domain or becomes available to the public through no act of either of the Parties; (b) is independently known by a Party prior to receipt; or (c) made available to a Party as a matter of lawful right by a third-party.

ARTICLE 3: TERM OF AGREEMENT

The term of this agreement shall commence on the **1st day of July, 2023** and shall continue until the 20th day of October, 2025. Each party must notify the other party sixty (60) days prior to the expiration of the term of the intent to exercise the extension. Either party may terminate this Agreement at any time by notifying the other party in writing ninety (90) days prior to the effective date of termination. It is the intent of each party to this Agreement that its commitments made hereunder are conditioned upon satisfactory performance of the commitment made by the other party hereto.

ARTICLE 4: HOLD HARMLESS

Except as specifically provided herein, each party to this Intergovernmental Agreement shall indemnify and hold harmless the other party against all claims, suits, costs, expenses, judgments and attorney's fees caused or occasioned by the actions or omission of the party or its employees as related to this Agreement.

ARTICLE 5: GENERAL CONDITIONS

Section 5.01 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements,

considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein. R1 shall remain responsible for the performance data mandated by regulation of any federal regulations covered by the Safe Streets for All funds that are redirected to R1 for the purpose of fulfilling such mandates.

Section 5.02 Counterpart. This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 5.03 Amendments. No changes, amendments, modification, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of R1 and by the Board Chairperson of Winnebago County or his respective designees.

Section 5.04 Governing Law and Severability. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof

Section 5.05 No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be deemed to create any rights of action for persons or entities not a party to this Agreement or to circumvent any of the immunities contained in the Local Governmental and Governmental Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Section 5.6 Authority of Signatories. The execution, delivery of and performance under this agreement by each party is pursuant to authority validity and duly conferred upon said party and the signatories hereto.

Section 5.7 Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party both by email and United States Postal Service mail. All correspondence shall be considered delivered to a Party as of the date that such notice is postmarked first-class and with sufficient postage. Any notice of termination shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Party shall notify the other of in writing pursuant to the provisions of this section.

If to the County: Winnebago County
 Attention: County Chairman Joseph V. Chiarelli
 Mailing Address: 404 Elm Street, Rockford, IL 61101
 Email: Joe@admin.wincoil.gov

If to R1: Region 1 Planning Council
 Attention: Executive Director Michael Dunn

Mailing Address: 127 N Wyman Street, Suite 100, Rockford, IL 61101
Email: mdunn@r1planning.org

In WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates referenced below.

Winnebago County

Region 1 Joint Planning Commission

By: Joseph V. Chiarelli
Its: Winnebago County Board Chairman
Date: _____

By: Michael Dunn
Its: Executive Director
Date: _____



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, July 18, 2023

Resolution Title:

(23-028) Resolution Authorizing the Approval of a Change in Plans for the Spring Creek Road Resurfacing Project

County Code: PWC Resolution #23-028

Board Meeting Date: Thursday, July 27, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$34,549
If not, explain funding source: County Highway (FY'23 Capital Roadway Projects)		
ORG/OBJ/Project Code:	461-46330	Budget Impact: \$ 34,549

Background Information: This 1,000 feet resurfacing of Olde Creek Rd, West of Bell School Rd, was not included in the 2023 capital projects; however, it does need a functional overlay to improve ride-ability. It also makes sense to add it to the Rockford Township resurfacing project of Spring Creek Rd East of Bell School Road, which was awarded previously by the County Board.

Recommendation: Staff recommends approval to improve that section of the Olde Creek/Spring Creek Rd corridor. This cost can be covered in the FY 2023.

Contract/Agreement:

To be added to the current contract

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 AUTHORIZING THE APPROVAL OF A CHANGE IN PLANS FOR
THE SPRING CREEK ROAD RESURFACING PROJECT**

WHEREAS on May 25, 2023 by Resolution # 23-CR-017, the County Board of the County of Winnebago awarded a contract in the amount of \$249,890.77 to Curran Contracting Company, for the resurfacing of Spring Creek Road from just East of Bell School Road to the Boone County line, a Rockford Township project under Section 23-09000-02-RS; and

WHEREAS the segment of this corridor West of Bell School Road, known as Olde Creek Road, and Bell School Road South of Olde Creek Road are under the jurisdiction of Winnebago County; and

WHEREAS the Contractor has agreed to extend the resurfacing of Spring Creek/Olde Creek Road for 1,000 feet West of the intersection with Bell School Road at the contract unit prices for an estimated amount of \$34,549 to be paid by the County as shown on Exhibit A; and

WHEREAS it is in the public interest to approve the attached Request for Approval of a Change in Plans to improve the Olde Creek Rd/Spring Creek Rd Corridor.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 1 on behalf of the County of Winnebago in substantially the form attached; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

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

Spring Creek Rd - West of Bell School Rd

HMA SC IL -9.5 D N70

Length	976 Feet
Width	26 Feet
Area (CADD Measure)	3147 SY
Tonnage	352.5 Ton
Unit Price	\$ 77.00
Total Cost	\$ 27,143

BIT MATLS PR CT

Area	3147 SY
Qty (TON)	4.97
Cost	\$ 0

HMA SURF BUTT JT

Spring Creek Rd Sta. 67+00	25' x 26'
QTY (SY)	72
Bell School Rd (N)	15' x 24'
QTY (SY)	40
Bell School Rd (S)	15' x 24'
QTY (SY)	40
Total Qty (SY)	152
Unit Price	\$ 8.00
Total Cost	\$ 1,218

AGG WEDGE SHLDR T-B

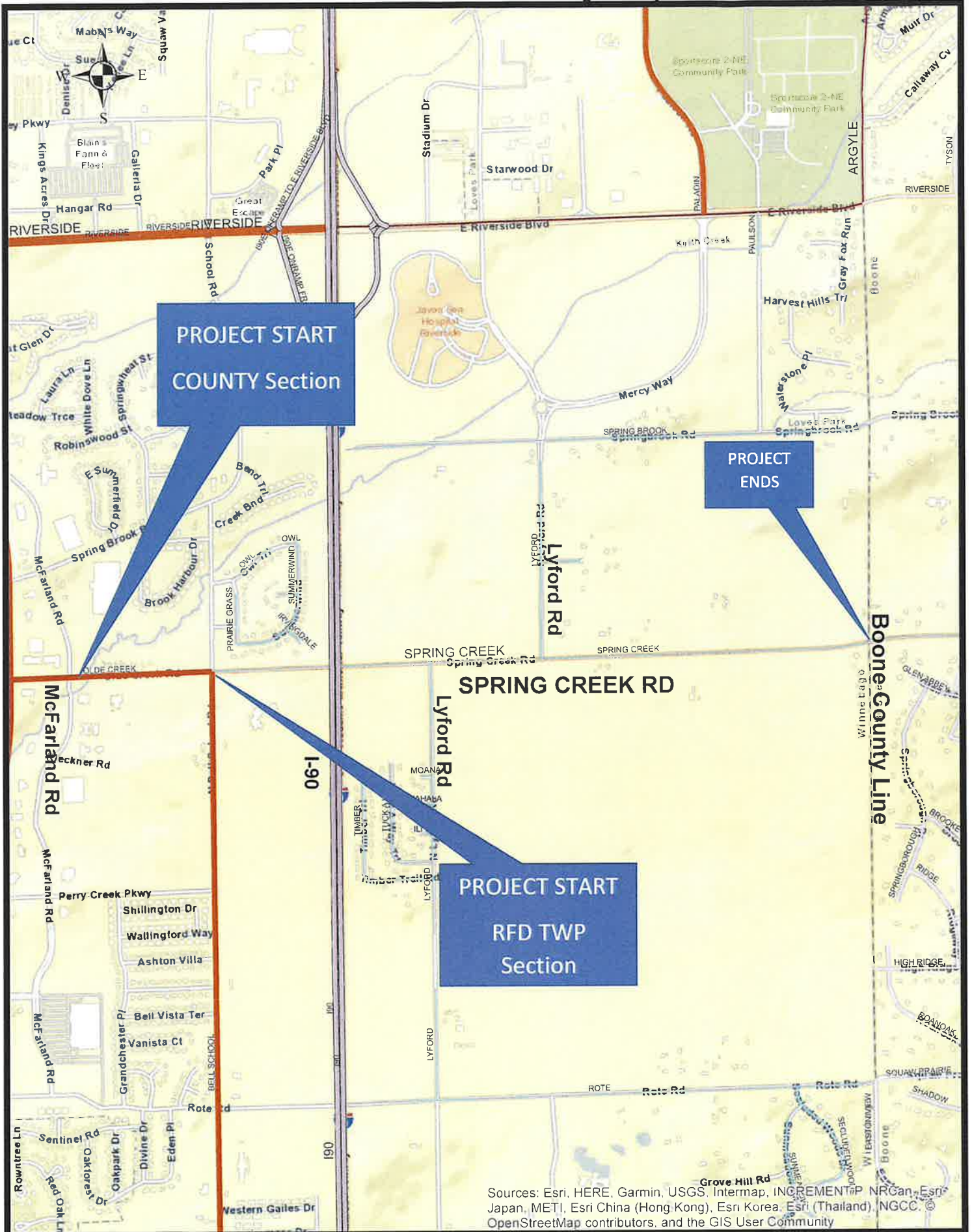
Length (FT)	976
Width (FT)	6
Av. Thickness (FT)	0.17
No. of Shoulder	2
Volume (CY)	74
Tonnage (2T/CY)	147
Unit Price	\$ 20.00
Total Cost	\$ 2,950

Paint Pavement Marking Line 4"

Length (FT)	976
Edge Line	1952
Center Line	1952
Total Qty (FT)	3904
Unit Price	\$ 0.30
Total Cost	\$ 1,171

HMA SC IL -9.5 D N70	\$ 27,142.50
BIT MATLS PR CT	\$ 0
HMA SURF BUTT JT	\$ 1,218
AGG WEDGE SHLDR T-B	\$ 2,950
Paint Pavement Marking Line 4"	\$ 1,171
Total Addition w/o TC	\$ 32,481
Traffic Control (14%)	\$ 2,068
Total Addition	\$ 34,549

SPRING CREEK RD Resurface Project (Rockford Twp)



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: July 19, 2023
Resolution Title: Resolution to Approve Execution of an Amendment to the Grant Agreement and Sub-Award Agreements under ICJIA Award # 162204 (Deferred Prosecution Program)
County Code: Not applicable
Board Meeting Date: July 27, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,003,889
If not, explain funding source: Illinois Criminal Justice Information Authority	
ORG/OBJ/Project Code: 31000/Various/_____	Budget Impact: None

Background Information: The County desires to amend award #162204 with the Illinois Criminal Justice Information Authority (ICJIA) pursuant to the terms of Agreement and Budget, Exhibits A and B. Amendments include:

- 1) Extends original agreement to June 30, 2024.
- 2) Modifies elements in Exhibits A (Project Description), B (Deliverables), D (Contact Information), E (Performance Measures) and the budget. Project Description was modified removing Gun Court and keeping Misdemeanor Court.
- 3) Extends date of Sub-award Agreement with Treatment Alternatives to Safe Communities to 06/30/2024. Scope of Work is modified to reflect extension and Misdemeanor Court.
- 4) Extends date of Sub-award Agreement with Loyola University to 06/30/2024 and increases award amount to reflect additional years.

Recommendation: Resolution to Approve Execution of an Amendment to the Grant Agreement under ICJIA Award #162204 (Deferred Prosecution Program) and its sub-agreements/contracts as follows:

- | | |
|---|-------------|
| 1) Amendment #1 with Illinois Criminal Justice Information Authority | \$1,003,889 |
| 2) Amended Sub-award Agreement Treatment Alternatives to Safe Communities | \$ 172,210 |
| 3) Amended Sub-award Agreement/Contract with Loyola University | \$ 196,744 |

Contract/Agreement: See attached.

Legal Review: The State's Attorney's Office has reviewed and approved the amendment with the Illinois Criminal Justice Information Authority, and sub-award agreements/contracts will be reviewed by the State's Attorney's Office prior to execution.

Follow-Up: Not Applicable

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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2023 CR

**RESOLUTION TO APPROVE EXECUTION OF AN AMENDMENT TO THE GRANT AGREEMENT
AND SUB-AWARD AGREEMENTS UNDER ICJIA AWARD # 162204 (DEFERRED PROSECUTION
PROGRAM)**

WHEREAS, the Winnebago State’s Attorney’s Office has partnered with the Illinois Criminal Justice Information Authority to implement the Deferred Prosecution Program; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the amended Award and budget, Resolution Exhibits A and B, and recommends approving the amended agreements; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned shall be as follows:

31000/Various/_____

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois an Amendment to the Grant Agreement under ICJIA Award # 162204 with the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY, in the dollar amount of one million three thousand eight hundred eighty-nine dollars (\$1,003,889), and amended sub-agreements or contracts with TREATMENT ALTERNATIVES TO SAFE COMMUNITIES, in the amount of one hundred seventy-two thousand two hundred ten dollars (\$172,210), and LOYOLA UNIVERSITY in the amount of one hundred ninety-six thousand seven hundred forty-four dollars (\$196,744).

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned amended Agreements.

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chief Financial Officer, and the County Treasurer.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

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

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
COUNTY OF WINNEBAGO

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 60 East Van Buren Street, 6th Floor, Chicago, Illinois 60605, and the County of Winnebago (Grantee), with its principal office at 404 West Elm Street, Suite 104, Rockford, Illinois 61101-1239 and payment address at 400 West State Street, Suite 619, Rockford, Illinois 61101-1239, hereby agree that the following amendment (I) shall amend the Grant Agreement (162204), 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 162204, has an original term from February 15, 2022 to February 15, 2024.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: _____N/A_____, Effective Date: N/A_____.

1.3. Current Agreement Term. The Agreement expires on February 15, 2024, 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 checked="" type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Exhibit F (Performance Standards) |
| <input checked="" 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 checked="" type="checkbox"/> Exhibit D (Contact Information) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input checked="" 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: _____

COUNTY OF WINNEBAGO

By: _____
J. Hanley, State’s Attorney
Date: _____
statesattorney@sao.wincoil.gov

By: _____
Brooke Mays, Finance Lead
Date: _____
bmays@sao.wincoil.gov

By: _____
Joseph Chiarelli, County Board Chairman
Date: _____
joe@admin.wincoil.gov

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**ARTICLE II
AMENDMENTS**

- 2.1. Award Term Changes. Award Term is amended as follows:
 - 1.4 Term. This agreement shall be effective on February 15, 2022, and shall expire on June 30, 2024, unless terminated pursuant to this Agreement.
- 2.2. Exhibit A Changes. Exhibit A is amended as detailed in the attached new Exhibit A.
- 2.3. Exhibit B Changes. Exhibit B is amended as detailed in the attached new Exhibit B.
- 2.4. Exhibit E Changes. Exhibit E is amended as detailed in the attached new Exhibit E.
- 2.5. Budget Changes. The Budget is amended as detailed in the attached new Budget.
- 2.6. Exhibit D Changes. Exhibit D is amended as detailed in the attached new Exhibit D.

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EXHIBIT A

Office of the Winnebago County State's Attorney Prosecutor Led Diversion (DIVERT) Program Description

I. Introduction

The purpose of this document is to provide a description of the Office of the Winnebago County State's Attorney's pilot prosecutor led diversion program, which will be referred as the DIVERT Program.

A. Background

The catalyst for the pilot DIVERT Program is funding received from Illinois' general revenue fund and administered through ICJIA.¹ While there are many factors effecting the implementation and execution of an effective diversion program, in Winnebago County, the cost of participation in its program has been a significant barrier to the program's success. Typically, diversion programs are "self-funding" and thus, when defendants are unable to pay for the program, the program cannot operate effectively and/or sustain itself. Winnebago County is an appropriate jurisdiction for the implementation of a pilot program because it has a significant crime problem and a varied population of defendant and crime types. Further, these characteristics and its size make it ripe for evaluation. The "lessons learned" can be readily applied to other jurisdictions.

The current deferred prosecution program averages between 40-60 participants at any given time, with a targeted completion date within six months of acceptance into the program. The motivation of the participant to complete the requirements is the largest variable, with some programs being satisfactorily completed within as little as seven weeks. However, restitution is almost always the most difficult requirement for the defendant to complete and delays the defendant's successful completion.

B. Program Purpose

The overarching mission of DIVERT is to make our community safer. More specifically, the program aims to: (1) hold those who commit crimes accountable for their actions (accountability) (2) reduce the probability of future criminal offending behavior (reduce recidivism); and (3) increase the effectiveness of the criminal justice system by reducing the cost of prosecuting non-violent offenders so that resources can be shifted to violent offenders thereby having a greater effect on public safety (effective resource allocation).

C. What is Diversion?

Diversion represents a range of alternatives to traditional criminal justice case processing. Individuals are "diverted" from the criminal justice system to the community, where their needs can be better met while still being held accountable for their actions. The term can also describe a non-traditional form of defendant supervision which, if completed successfully, results in a reduction of a criminal charge (i.e. from a felony to a misdemeanor).

D. What is Deferred Prosecution?

¹ Special thanks to State of Illinois Representative Maurice A. West II, 67th District and the former Winnebago County State's Attorney, Marilyn Hite-Ross. Both were instrumental in communicating the unique challenges the Winnebago County diversion program faced to the Illinois legislature and in securing the funding to support the pilot program.

Deferred Prosecution is a program which results in the avoidance of a criminal conviction. It is prosecutor driven and assumes that a criminal case is provable and there are no constitutional claims or defenses. An eligible defendant enrolls in the program and if successful, will avoid the consequences of conviction, including expungement of the case.

The DIVERT program will implement both diversion and deferred prosecution programs and will occur at the pre-trial or prosecution phase.

E. Evaluation of Program Effectiveness

A critical component of the DIVERT program is the evaluation of the program's effectiveness. It is the intention of the SAO to partner with Loyola University Chicago, Center for Urban Research and Learning and Department of Criminal Justice and Criminology to evaluate the DIVERT program. The evaluation will be similar to the evaluation of the Cook County State's Attorney's Office program which was published in 2015.² Elements of DIVERT and the manner in which it will implemented and executed have been informed by the prior Loyola University study of Cook County.

To that end, data collection will be essential to the program. It will be the responsibility of the DIVERT Coordinators to record this data.

F. Expected Challenges

1. Staffing. Even with sufficient funds to hire staff, the current lack of applicants will be a significant challenge.
2. Enrollment. In speaking with defense attorneys, one of the challenges is convincing defendants that the program is worthwhile. Often defendants do not fully realize the negative effect a conviction can have on their future and want the quickest and easiest sentence. Related, new legislation has made expungement much easier and further, employers can't use criminal history as a hiring factor. It de-incentivizes deferred prosecution programs. Additionally, the criminality of those charged with crimes in Winnebago County can be a barrier. Put simply, a majority of our defendants, even misdemeanor defendants, will not be eligible based upon the criteria.
3. Future Viability. While funds will be made available for waiver of program participation fees and certain treatment/counseling, it is the goal that the program be (near) self-sustaining going forward. The funds provided by the grant will not change the reality that most defendants in Winnebago County cannot afford a participation fee – or restitution or treatment costs.
4. Measuring Efficiencies. Related to #3 above, in order to argue that we "can't afford *not* to fund the program," the efficiencies resulting from the program must be measurable and concrete.

II. **Categories of Diversion Programs**

Within the DIVERT program, there are three primary case type categories, each with distinct eligibility and program requirements. The programs are discussed in more detail below.³

A. Misdemeanor/Non-Violent Felony

² [hyperlink to evaluation]

B. Misdemeanor Domestic Violence

A. Misdemeanors and Non-Violent Felonies

1. *Charge Type*

Generally, participants will be charged with non-violent crimes, for example, retail theft, criminal damage to property, and drug possession charges. In certain circumstances, first time gun possession charges can be eligible. Domestic violence charges are not included in this category.

2. *Eligibility*

The goal is to *not* be too restrictive in eligibility requirements. The following eligibility criteria will apply:

- a. Defendant may not be charged with or have been previously convicted of a “violent offense,” which is defined as: any offense where bodily harm was inflicted or where force was used against any person or threatened against any person; any offense involving sexual conduct, sexual penetration, or sexual exploitation; any offense of domestic violence, domestic battery, violation of an order of protection, stalking, and hate crime.
- b. Defendant may not have a prior felony conviction from any jurisdiction.
- c. Defendant may not have any pending felony cases in any jurisdiction.
- d. Defendant may not have previously participated in a Winnebago County diversion program.

The SAO may use its discretion to allow a defendant not meeting the above criteria to enroll in the program.

3. *Recruitment*

The SAO will have the primary responsibility for recruitment of defendant’s into the program. However, because the notification of eligibility to participate in the program is made after a defendant is charged, defense attorneys are an integral part of the recruitment process. The SAO will regularly advertise the program and educate stakeholders, specifically defense attorneys, about the program.

Each weekday, a DIVERT coordinator will review the charged cases from the prior day (or weekend). The coordinator will identify candidates for the program based upon a review of a defendant’s charge and criminal history. A letter will be addressed to the defendant which notifies him or her that he or she is likely eligible for the program. Attached to the letter will be a sample agreement. The letter will encourage the defendant to speak with his or her defense attorney about the program and will set a deadline for enrollment in the program of sixty days from his or her arrest.

The letter will not be an “offer” as to not interfere with defendants’ representation by counsel and further, it gives the coordinator or the assigned ASA the opportunity to change the SAO’s position as to eligibility – which should rarely occur.

The letter and attachments will be presented to defendants in bond court if they are still held at that time or alternatively, the letter will be mailed to defendants if an address is known.

4. *Operation*

A defendant is enrolled after being charged with a crime but before they have plead guilty (pre-plea). Participation in the program should last no more than 12 months. As a condition of participation, defendants will be required to sign the agreement and a written admission of the crime committed. Defendants will not be required to pay an application or enrollment fee for the program. Defendants will not have to pay for treatment or counseling while funds are available. Victims will be notified but victim approval is not required. If enrolled, the judge will be notified

and asked for a date no earlier than six months from date of enrollment. The practice of monthly "status" dates will be discouraged.

5. *Components*

It is crucial that the requirements of the program be proportionate to the needs of defendants and the severity of the charge. For example: A "court supervision" disposition puts little to any affirmative requirements on a defendant during his or term of court supervision and if completed successfully, results in the conviction being vacated. A defendant is likely to choose such a disposition rather than the DIVERT program if it is "easier." For that reason, the requirements for successful completion of the program must be proportionate to the severity of the crime charged. In short, the requirements should be as minimal as possible and "doable." The requirements can be categorized as follows:

- a. Tier 1 (12 months)
 - (i) Not commit any additional crimes while enrolled
 - (ii) Pay restitution
 - (iii) Be employed, enrolled in school or GED program

- b. Tier 2 (within 3-6 months of enrollment)
 - (i) All Tier 1 requirements
 - (ii) Complete Assessment (such as mental health, substance abuse, etc.)
 - (iii) Attend Assessment Follow Up

Note: In this tier, participants are not required to enroll in recommended counseling or services.

- c. Tier 3: Discretionary supplemental requirements (duration as necessary but not to exceed 12 months)
 - (i) Public service work
 - (ii) Regular attendance at a community center
 - (iii) Life skills training
 - (iv) Relevant counseling based upon assessment: anger management, substance use, mental health.

6. *Completion*

Successful completion of the program will result in the dismissal of the pending charge(s). In addition, as part of the agreement with the defendant, the SAO agrees that it will not object to the expungement of the charged crime. An expungement packet will be provided to defendants.

B. Misdemeanors, Domestic Violence

1. *Charge Type*

Defendants charged with misdemeanor domestic violence crimes including domestic battery.

2. *Eligibility*

The defendant's pending charge cannot involve bodily injury, a weapon or the threat of the use of a weapon. There can be no evidence of strangulation. A defendant with a prior history of violations of orders of protection will not be eligible. Defendant may not have a previous conviction for a "violent offense," as defined above. Defendant may not have a prior felony conviction from any jurisdiction. Defendant may not have any pending felony cases in any jurisdiction and may not have previously participated in a Winnebago County diversion program.

3. *Recruitment*

The DIVERT coordinator will review domestic violence cases after the arrest of the defendant. If the coordinator believes that a defendant is eligible for the program, he or she will “flag” the file for consideration by the assigned ASA. Intimate partner domestic violence cases are all assigned to one designated courtroom and the SAO has a dedicated unit responsible for the prosecution of domestic violence cases. This will allow effective communication between the coordinator and the two assigned misdemeanor domestic violence ASAs. The ASA will review the case and within their discretion, may offer a deferred prosecution plea offer. If an offer is made, it must be accepted within 30-60 days of tender.

While defense attorneys will be educated on the program and may advocate for their client’s participation, because of the nature of the domestic violence cases, the SAO’s interaction with victims, and the necessity of victim consent, the SAO will be the primary referral source for the program.

Of note, the fact that the program is post-plea may impede defendant “buy-in” as they often feel they have done nothing wrong and/or can “beat” their charge. Little can be done about this. However, this concern is mitigated somewhat because court supervision is not an available disposition for domestic battery charges and thus, defendants should be motivated to enroll and successfully complete the program to avoid a conviction.

4. Operation

The program will only be offered “post-plea.” In other words, defendants will be required to plead guilty to the charged offense (ie. domestic battery) as a condition precedent to their acceptance into the program. They will also have to sign an agreement to participate in the program. Defendants will not be required to pay an application or enrollment fee for the program. Counseling fees will be waived for eligible defendants while funds are available. Victim approval is required for participation in the program. Participation in the program should last no more than 12 months.

5. Components

In light of the nature of a domestic battery charge, the primary requirement of an enrolled defendant is domestic violence counseling, known as “PAIP,” Partner Abuse Intervention Program. More specifically, the PAIP program is a program designed to help individuals who use physical, sexual, and/or economic abuse to control an intimate partner. Services are offered to reduce and prevent domestic violence through education to abusers. In addition to attendance at PAIP classes, an enrolled defendant must: be employed, in school, or working towards a GED; not violate conditions of his conditional discharge, including no contact orders; not commit a crime; and pay restitution if applicable.

6. Completion

As stated above, a defendant must plead guilty to the charged crime prior to entering the program. The agreed disposition at the time of plea will be a term of 12 months “conditional discharge.” If a defendant is successful with the program, before the end of the term, the conviction will be vacated. The proceeding would then be available for expungement per the parties’ agreement.

If a defendant is unsuccessful in completing the program, the conviction will not be vacated. There is nothing further required of defendant or the court.

EXHIBIT B
DELIVERABLES OR MILESTONES

Task	Staff Responsible	Date Task Will be Completed
SAO Draft Budget	Director, Chairman's Office of Criminal Justice Initiative	1/10/22
SAO Develop Performance Measures	State's Attorney/ Director, Chairman's Office of Criminal Justice Initiative	1/10/22
SAO Finalize Plan, Complete Narrative	State's Attorney/ Director, Chairman's Office of Criminal Justice Initiative	01/10/22
SAO Submit plan to ICJIA	State's Attorney	01/10/22
SAO Post / Interview Clinician; Program Coordinator	State's Attorney	01/30/22
SAO Draft Exec Summary/Resolution; Present for Board approval	State's Attorney	01/30/22
SAO Draft subaward agreements	State's Attorney /Grants Compliance Specialist	01/15/22
SAO Create space for Coordinator, Clinician, and TASC Navigator	State's Attorney	02/18/22
SAO Hire/Reassign Program Coordinator	State's Attorney	02/15/22
SAO ORAS Training	Program Coordinator	02/28/22
SAO Thinking 4 Change Training	Program Coordinator	02/28/22
WINNEBAGO COUNTY ADMINISTRATION Hire/Transfer Grants Compliance Specialist	Director, Chairman's Office of Criminal Justice Initiative	02/15/22
WINNEBAGO COUNTY ADMINISTRATION Develop Fiscal and Data Reporting templates for Subawards	Grants Compliance Specialist	02/28/22

WINNEBAGO COUNTY ADMINISTRATION Develop Financial Mgmt Record for Project ADMINISTRATION	Grants Compliance Specialist	02/28/22
Provide monthly fiscal reports (required)	Grants Compliance Specialist	15 th of the following reporting month
Provide quarterly data progress reports via Qualtrics (required)	Grants Compliance Specialist	15 th of the month following end of quarter
Submit quarterly electronic data via secure server (required)	Grants Compliance Specialist	15 th of the month following end of quarter
Submit close-out report to ICJIA	Grants Compliance Specialist	July 2024

**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Cortisa Evans

Title: Criminal Justice Specialist

Address: 60 E Van Buren, 6th Fl, Chicago, IL 60605

Phone: (312)814-5837

TTY#:(3 12)793-4170

Fax#: (312)793-8422

E-mail Address: cortisa.evans@illinois.gov

GRANTEE CONTACT

Name: Marlana Dokken

Title: Director, Chairman's Office of Criminal Justice
Initiatives

Address: 404 Elm Street, Rockford, IL 61101

Phone: (815)319-4059

E-mail Address: MDokken@wincoil.us

**EXHIBIT E
 PERFORMANCE MEASURES**

Goal: Reduce criminal offending by diverting individuals with misdemeanor and felony offenses	
Process Objectives	Performance Measures
Process 800 referrals to DIVERT	# referred to DIVERT
Enroll 200 individuals into DIVERT	# enrolled in DIVERT annually (# quarterly)
Complete 90 DIVERT individual assessments	# Assessments completed Average completion time of assessments = # days from enrollment
Develop program requirements for 75 participants	# referred for Anger Management # referred for substance use treatment # referred for mental health treatment # referred for other counseling # referred for public service # completed/# incomplete public service # referred for Life Skills Training
120 complete program within 12 months	Avg. days in program = #
Outcome Objectives	Performance Measures
70% complete program requirements	##% completed program requirements ##% revoked for re-offending ##% failure to complete requirements ##% completed but failed to pay restitution
70% of successful program participants begin expungement process	##% of successful program participants accepting expungement packet

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022-06/30/2024

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	<u>Year 1</u>	<u>Year 2</u>		
(a). State of Illinois Grant Amount Requested	\$ 482,662	\$ 521,227		

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>	<u>Year 2 w/Extension</u>		
1. Personnel (Salaries & Wages) 200.430	\$ 151,250	\$ 172,025		
2. Fringe Benefits 200.431	\$ 74,709	\$ 76,651		
3. Travel 200.474	\$ -	\$ -		
4. Equipment 200.439	\$ -	\$ -		
5. Supplies 200.94	\$ 22,880			
6. Contractual Services (200.318) & Subawards (200.92)	\$ 203,939	\$ 242,683		
16. Total Direct Costs (lines 1-15) 200.413	\$ 452,778	\$ 491,359		
17. Indirect Costs* (see below) 200.414				
Rate: 10 % Base: \$298,839 Year 1 / Base: \$298,676 Year 2	\$ 29,884	\$ 29,868		
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 482,662	\$ 521,227	Total Costs State Grant Fund	\$ 1,003,889

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

- 4) Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
 Complies with other statutory policies (please specify) :

The Restricted Indirect Cost Rate is _____ %

- 5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information
if Option (1) or (2a) is selected

Period Covered by the NICRA: _____
Approving Fed/State Agency (please specify): _____
The Indirect Cost Rate is: 10.0%
The Distribution Base is: 402,882.00

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago		DUNS#: 010243822		NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827		CSFA Short Description: Statewide Deferred Prosecution Funding Programs		State Fiscal Year(s): SFY22	Project Period: 02/15/2022- 06/30/2024
If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: ___% (<i>ICJIA to populate only if match is required</i>)					
(b). -Cash		n/a			
(c). -Non-cash		n/a			
(d). Other Funding & Contributions		n/a			
NON-STATE Funds Total		\$ -			
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
1. Personnel (Salaries & Wages) 200.430		n/a			
2. Fringe Benefits 200.431		n/a			
3. Travel 200.474		n/a			
4. Equipment 200.439		n/a			
5. Supplies 200.94		n/a			
6. Contractual Services (200.318) & Subawards (200.92)		n/a			
16. Total Direct Costs (lines 1-15) 200.413		n/a			
17. Indirect Costs* (see below) 200.414					
Rate: 10 % Base: 695,955		n/a			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)		n/a			

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022- 06/30/2024

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). ”

Implementing Agency		Program Agency
County of Winnebago	County of Winnebago	Winnebago County State's Attorney's
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
Signature	Signature	Signature
Brooke Mays	Joseph Chiarelli	Joseph Hanley
Name of Official	Name of Official	Name of Official
Finance Lead	County Board Chairman	Winnebago County State's Attorney
Title	Title	Title
Date of Signature	Date of Signature	Date of Signature

Note: The State awarding agency may change required signers based on the grantee’s organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Section C - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Specify Yr., Mo., or Hr.)	% of Time or % of Grant Funded Salary	Quantity (based on Yr/Mo/Hr)			
STATES ATTORNEYS OFFICE								
TBD	SAO Program Coordinator Year 1	\$ 55,000	Year 1	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Program Coordinator Year 2 (w/Extension)	\$ 72,400	Year 2	100.00%	1.00	\$ 72,400		\$ 72,400
TBD	SAO Admin Year 1	\$ 55,000	Year 1	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Admin Year 2	\$ 55,000	Year 2	100.00%	1.00	\$ 55,000		\$ 55,000
COUNTY ADMINISTRATION								
TBD	Grants Compliance Specialist Year 1	\$ 55,000	Year 1	75.00%	1.00	\$ 41,250		\$ 41,250
TBD	Grants Compliance Specialist Year 2 (w/Extension)	\$ 59,500	Year 2	75.00%	1.00	\$ 44,625		\$ 44,625
Total						\$ 323,275.00		\$ 323,275.00

Personnel Narrative:

Costs based on cost of living and job roles.

STATES ATTORNEYS OFFICE

- **SAO Program Coordinator** –responsible for day-to-day operations, initial intakes and referrals.
SAO Program Coordinator Year 1 @ \$55,000
SAO Program Coordinator Year 2 (w/Extension) @ \$72,400
Total SAO Program Coordinator Salary = \$127,400
- **SAO Admin** – responsible for administrative functions, including managing data, and working with County Administration to ensure data and financial reporting is in compliance.
SAO Admin Year 1 @ \$55,000
SAO Admin Year 2 @ \$55,000
Total SAO Admin Salary = \$110,000

COUNTY ADMINISTRATION

- **Grants Compliance Specialist**– The Grants Compliance Specialist will be responsible for all activity related to a pass through for internal and contracted partners - ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; ensuring payment for subcontracted services.

Grants Compliance Specialist Year 1 at \$55,000 @ 75% (time spent on project) = \$41,250

Grants Compliance Specialist Year 2 (w/Extension) at \$59,500 @ 75% (time spent on project) = \$44,625

Total Grants Compliance Specialist Salary = \$82,500

Salaries Year 1 Total = \$151,250

Salaries Year 2 Total = \$172,025

Salaries Total = \$323,275

Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs					Federal/State Amount	Match	Total Cost	
		Calculated Salary	FICA	Retirement	Other (Please specify)	Other (Please Specify)				
			7.6500%	1.7000%	Health	Life				
STATES ATTORNEYS OFFICE										
TBD	SAO Program Coordinator Year 1	\$ 55,000	\$ 4,208	\$ 935	\$ 22,022	\$ 2	\$ 27,167		\$ 27,167	
TBD	SAO Program Coordinator Year 2 (w/Extension)	\$ 72,400	\$ 5,539	\$ 1,231	\$ 22,022	\$ 2	\$ 28,794		\$ 28,794	
TBD	SAO Admin Year 1	\$ 55,000	\$ 4,208	\$ 935	\$ 22,022	\$ 2	\$ 27,167		\$ 27,167	
TBD	SAO Admin Year 2	\$ 55,000	\$ 4,208	\$ 935	\$ 22,022	\$ 2	\$ 27,167		\$ 27,167	
COUNTY ADMINISTRATION										
TBD	Grants Compliance Specialist Year 1	\$ 41,250	\$ 3,156	\$ 701	\$ 16,517	\$ 1.65	\$ 20,376		\$ 20,376	
TBD	Grants Compliance Specialist Year 2 (w/Extension)	\$ 44,625	\$ 3,414	\$ 759	\$ 16,517	\$ 1.65	\$ 20,691		\$ 20,691	
							Total Fringe	\$ 151,360		\$ 151,360

Fringe Narrative:

STATES ATTORNEYS OFFICE FRINGE

SAO Program Coordinator Year 1 – 4208 (FICA) + 935 (Retirement) + 22022 (Health) + 2.20 (Life) = 27,167 total fringe
 SAO Program Coordinator Year 2 - 5539 (FICA) + 1231 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,794 total fringe
 SAO Admin Year 1 – 4208 (FICA) + 935 (Retirement) + 22022 (Health) + 2.20 (Life) = 27,167 total fringe
 SAO Admin Year 2 – 4208 (FICA) + 935 (Retirement) + 22022 (Health) + 2.20 (Life) = 27,167 total fringe

COUNTY ADMINISTRATION FRINGE

Grants Compliance Specialist Year 1 – 3156 (FICA) + 701 (Retirement) + 16517 (75% of 22022, Health) + 1.65 (75% of 2.20, Life) = 20,376 total fringe
 Grants Compliance Specialist Year 1 – 3414 (FICA) + 759 (Retirement) + 16517 (75% of 22022, Health) + 1.65 (75% of 2.20, Life) = 20,691 total fringe

Year 1 Fringe = \$74,709
 Year 2 Fringe = \$76,651
 Total Fringe = \$151,360.00

Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

Section C - Budget Worksheet & Narrative

4). Equipment (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$	-	\$ -

Equipment Narrative:

Section C - Budget Worksheet & Narrative

5). Supplies (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
STATES ATTORNEYS - SUPPLIES						
<i>Case Management System</i>	12	\$ 80.00	100%	\$ 960.00		\$ 960.00
<i>Case Management System Implementation / Custom Reports</i>	1	\$ 10,000.00	100%	\$ 10,000.00		\$ 10,000.00
<i>Laptop</i>	1	\$ 1,875.00	100%	\$ 1,875.00		\$ 1,875.00
<i>Desktop</i>	1	\$ 1,650.00	100%	\$ 1,650.00		\$ 1,650.00
<i>Software for laptops and desktop (Adobe)</i>	2	\$ 406.00	100%	\$ 812.00		\$ 812.00
<i>Software for laptops and desktop (Microsoft)</i>	2	\$ 300.00	100%	\$ 600.00		\$ 600.00
<i>Mouse (laptop)</i>	1	\$ 20.00	100%	\$ 20.00		\$ 20.00
<i>Mouse/Keyboard Set for Desktop</i>	1	\$ 31.00	100%	\$ 31.00		\$ 31.00
<i>Additional RAM</i>	2	\$ 43.00	100%	\$ 86.00		\$ 86.00
<i>Laptop Case</i>	1	\$ 30.00	100%	\$ 30.00		\$ 30.00
<i>Desk w/pedestal + Return w/pedestal</i>	2	\$ 1,120.00	100%	\$ 2,240.00		\$ 2,240.00
<i>Office Supplies</i>	2	\$ 200.00	100%	\$ 400.00		\$ 400.00
<i>Zoom Pro License</i>	2	\$ 150.00	100%	\$ 300.00		\$ 300.00
<i>Desk Phone</i>	1	\$ 415.00	100%	\$ 415.00		\$ 415.00
COUNTY ADMINISTRATION - SUPPLIES						
<i>Desktop</i>	1	\$ 1,588.00	75.00%	\$ 1,191.00		\$ 1,191.00
<i>Software, equal to or greater than Adobe</i>	1	\$ 406.00	75.00%	\$ 304.50		\$ 304.50
<i>Software, equal to or greater than Microsoft</i>	1	\$ 300.00	75.00%	\$ 225.00		\$ 225.00
<i>Mouse/Keyboard Set</i>	1	\$ 31.00	75.00%	\$ 23.25		\$ 23.25
<i>Deskphone</i>	1	\$ 415.00	75.00%	\$ 311.25		\$ 311.25
<i>Office Supplies</i>	1	\$ 712.00	75.00%	\$ 534.00		\$ 534.00
<i>Additional RAM</i>	1	\$ 43.00	75.00%	\$ 32.25		\$ 32.25
<i>Desk w/pedestal + Return w/pedestal</i>	1	\$ 1,120.00	75.00%	\$ 840.00		\$ 840.00
				Total		\$ 22,880.25
						\$ 22,880.25

Costs are based off of purchases for other County projects recently implemented.

STATES ATTORNEYS - SUPPLIES

- **Case Mgmt System:** To be used by 2 program staff to record participant activity. 2 (licenses) x 40 (cost/mo) = 16 (mo) x 12 (mo) = \$960.00
- **Case Mgmt System Implementation/Custom Reports:** To cover implementation costs and create program specific reports. (one time fee) \$10,000.00
- **Laptop for Coordinator and Navigator:** Laptops are a one-time purchase to be used to complete the required documentation related to programming. 1 (quantity) x 1875 (one-time expense cost) = \$1,875.00
- **Desktop for Program Admin:** This desktop is a one-time purchase to be used to complete the required documentation related to programming. 1 (quantity) x \$1650 (one-time expense) = \$1,650.00
- **Software for laptops and Desktop (equal to or greater than Adobe)** software is a one-time purchase to be installed on the desktop and laptops for viewing and editing Adobe documents. \$406 (one-time expense) x 2 (quantity) = \$812.00
- **Software for laptops and Desktop (equal to or greater than Microsoft)** software is a one-time purchase to be installed on the desktop and laptop for creating documents \$300 (one-time expense) x 2 (quantity) = \$600.00
- **Mouse** is needed for laptops \$20.00 (one-time expense) x 1 (quantity) = \$20.00
- **Mouse/Keyboard Set for Desktop:** is needed for desktop. \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Additional RAM (8 GB)** is needed to meet our required specifications for laptop and desktops 43.00 (one-time expense) x 2 (quantity) = \$86.00
- **Laptop Case** will be used to safely store the laptop when not in use or when in transit for remote work. \$30 (one-time expense) x 1 (quantity) = \$30.00
- **Desk with return and pedestals** will be used by Program Admin and Program Coordinator to conduct program business. \$1120 (one-time expense) x 2 (quantity) = \$2,240.00
- **Office Supplies:** These office supplies may include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, and tape dispenser for SAO program staff. \$200 (one-time expense) x 2 (quantity) = \$400
- **Zoom Pro License** is an annual purchase to be used to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programming as need. \$150 (per year) x 2 (licenses) = \$300
- **Desk Phone** is required for Program Admin 1 (quantity) x 415 (one-time expense) = \$415.00

COUNTY ADMINISTRATION - SUPPLIES

- **Desktop Computer** will be used by Grants Compliance Specialist to conduct program business. \$1588 (one-time purchase) x 1 (quantity) at 75% = \$1,191.00
- **Software for computer (equal to or greater than Adobe)** software is a one-time purchase to be installed on the computer for viewing and editing Adobe documents. \$406 (one-time expense) x 1 (quantity) at 75% = \$304.50
- **Software for Computer (equal to or greater than Microsoft)** software is a one-time purchase to be installed on computer for creating documents \$300 (one-time expense) x 1 (quantity) at 75% = \$225.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) at 75% = \$23.25
- **Phone (includes license)** is required Grants Compliance Specialist to conduct program business. 1 (quantity) x 415 (one-time expense) at 75% = \$311.25
- **Office Supplies:** These office supplies may include a one-time purchase of a chair mat, waste basket, recycle bin, notebooks, copier paper, pens, highlighters, folders, stapler, and tape dispenser for Grants Compliance Specialist. \$712 (one-time expense) x 1 (quantity) at 75% = \$534.00
- **Additional RAM (8 GB)** is needed to meet our required specifications for desktop 43.00 (one-time expense) x 1 (quantity) at 75% = \$32.25
- **Desk w/pedestal + Return w/pedestal** will be used by Grants Compliance Specialist to conduct program business. \$1120.00 (one-time expense) x 1 (quantity) at 75% = \$840.00

Supplies Total = \$22,880.25

Section C - Budget Worksheet & Narrative

6. Contractual Services (2 CFR 200.318) & Subawards (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>TASC - Misdemeanor Year 1</i>	\$ 86,105.00		Year 1	100.00%	\$ 86,105		\$ 86,105
<i>TASC - Misdemeanor Year 2</i>	\$ 86,105.00		Year 2	100.00%	\$ 86,105		\$ 86,105
<i>LOYOLA - Evaluation Year 1</i>	\$ 79,000.00		Year 1	100.00%	\$ 79,000		\$ 79,000
<i>LOYOLA - Evaluation Year 2 and 6 months</i>	\$ 117,744.00		Year 2	100.00%	\$ 117,744		\$ 117,744
<i>Ohio Risk Assessment System (ORAS) - Training - Year 1</i>	\$ 6,750.00		Year 1	100.00%	\$ 6,750		\$ 6,750
<i>Ohio Risk Assessment System (ORAS) - Training - Year 2</i>	\$ 6,750.00		Year 2	100.00%	\$ 6,750		\$ 6,750
<i>40-HourDomestic Violence Training - Training - Year 1</i>	\$ 250.00		Year 1	100.00%	\$ 250		\$ 250
<i>40-HourDomestic Violence Training - Training - Year 2</i>	\$ 250.00		Year 2	100.00%	\$ 250		\$ 250
<i>Partner Abuse Intervention Program - Training - Year 1</i>	\$ 31,834.00		Year 1	100.00%	\$ 31,834		\$ 31,834
<i>Partner Abuse Intervention Program - Training - Year 2</i>	\$ 31,834.00		Year 2	100.00%	\$ 31,834		\$ 31,834
<i>PAIP - Children's Home & Aid</i>							
<i>PAIP - Foundations Center</i>							
<i>PAIP - GEO: Rockford Reentry Services</i>							
<i>PAIP - Remedies Renewing Lives</i>							
<i>PAIP - The Recourse Project/Centro para Erradicar la Violencia</i>							
<i>PAIP - YWCA Northwestern Illinois/ La Voz Latina</i>							
Total					\$ 446,622.00		\$ 446,622.00

Contractual Narrative:

- **TASC** is responsible for Navigator services for Misdemeanor. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorneys Office and Court Services. (Misdemeanor)
TASC Year 1 = \$86,500
TASC Year 2 = \$86,500
TASC Total = \$172,210
- **LOYOLA** - is responsible for evaluation of the project.
LOYOLA Year 1 = \$79,000

LOYOLA Year 2 and 6 months = \$117,744

LOYOLA Total = \$196,744

*****Note Loyola 2.5 years to complete Evaluation*****

- **Ohio Risk Assessment System** - is responsible for training DIVERT staff on the use and implementation of risk assessment system. Risk assessment system is to be used in identifying areas of concern for DIVERT participants. Specific to mental health and substance abuse.
Ohio Risk Assessment System Year 1 = \$6,750
Ohio Risk Assessment System Year 2 = \$6,750
Ohio Risk Assessment Total = \$13,500
- **40-Hour Domestic Violence Training** - is responsible for training staff in identifying areas of concern amongst participants, specific to Domestic Violence cases. Risk assessment system to be used when determining requirements for DIVERT participants. Conducted through Crisis Center for South Suburbia.
40-Hour Domestic Violence Training Year 1 = \$250
40-Hour Domestic Violence Training Year 2 = \$250
40-Hour Domestic Violence Training Total = \$500
- **Partner Abuse Intervention Program** - Assessment and treatment, including attending groups (in person/zoom), for those with charges related to Domestic Violence involving an intimate partner. Universal requirement for defendants involved in DIVERT with Domestic Violence related charges. 26 week program, with required attendance at groups once a week (26 sessions + initial assessment). Funding reserved for defendants determined to be indigent by the court and to be distributed accordingly based on attendance of DIVERT participants at specific providers. Funding requested to accommodate (50) indigent participants. Defendants with privately hired counsel will be required to pay for PAIP program themselves.
Partner Abuse Intervention Program Year 1 = \$31,834
Partner Abuse Intervention Program Year 2 = \$31,834
Partner Abuse Intervention Program Total = \$63,668
- **PAIP - Children's Home & Aid** - is responsible for assessing and treating DIVERT participants with domestic Violence related charges involving an intimate partner. Universal requirements for all intimate partner involved incidents of domestic violence. \$725.00 per participant for 6 month program.
- **PAIP - Foundations Center** - is responsible for assessing and treating DIVERT participants with domestic Violence related charges involving an intimate partner. Universal requirements for all intimate partner involved incidents of domestic violence. \$855.00 per participant for 6 month program.
- **PAIP - GEO: Rockford Reentry Services** - is responsible for assessing and treating DIVERT participants with domestic Violence related charges involving an intimate partner. Universal requirements for all intimate partner involved incidents of domestic violence. Rates currently TBD pending contractual agreement.
- **PAIP - Remedies Renewing Lives** - is responsible for assessing and treating DIVERT participants with domestic Violence related charges involving an intimate partner. Universal requirements for all intimate partner involved incidents of domestic violence. \$670.00 per participant for 6 month program. Remedies conducts 3 assessments per their policy.
- **PAIP - The Recourse Project/Centro para Erradicar la Violencia** - is responsible for assessing and treating DIVERT participants with domestic Violence related charges involving an intimate partner. Universal requirements for all intimate partner involved incidents of domestic violence. \$640.00 to \$1040.00 per participant (f\$845.00 average) for 6 month program. Pricing based on defendant's income. *SPANISH ONLY*
- **PAIP - YWCA Northwestern Illinois/La Voz Latina** - is responsible for assessing and treating DIVERT participants with domestic Violence related charges involving an intimate partner. Universal requirements for all intimate partner involved incidents of domestic violence. \$725.00 per participant for 6 month program. *Offer Spanish and English groups*

Contractual Year 1 = \$203,939

Contractual Year 2 = \$242,683

Contractual Total = \$446,622.00

Section C - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
Salary / Fringe / Supplies / 2 Sub-recipient - Year 1	\$ 298,839	10.00%	\$ 29,883.90		\$ 29,883.90
Salary / Fringe / Supplies / 2 Sub-recipient - Year 2	\$ 298,676	10.00%	\$ 29,867.60		\$ 29,867.60
				Indirect Total	\$ 59,752

Indirect Cost Narrative:

Indirect cost calculated at 10% of Modified Total Direct Costs (MTDC)
 Indirect Cost Year 1 = 151,250 (salary) + 74,709 (fringe) + 22,880.25 (supplies) + 25,000 (sub-recipient #1) + 25,000 (sub-recipient #2) = \$298,839 (base) = Year 1 Indirect \$29,884
 Indirect Cost Year 2 = 172,025 (salary) + 76,651 (fringe) + 25,000 (sub-recipient #1) + 25,000 (sub-recipient #2) = \$298,676 (base) = Year 2 Indirect \$29,867.60

Indirect Year 1 = \$29,884
Indirect Year 2 = \$29,868
Indirect Total = \$59,752.00

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

County of Winnebago
 Institution/Organization

County of Winnebago
 Institution/Organization

 Signature

 Signature

Brooke Mays
 Finance Lead

Joseph Chiarelli
 County Board Chairman

 Date of Signature

 Date of Signature

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-Statel funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
1. Personnel Year 1	\$ 151,250.00		\$ 151,250.00
1. Personnel Year 2 w/Extension	\$ 172,025.00		\$ 172,025.00
2. Fringe Benefits Year 1	\$ 74,709.00		\$ 74,709.00
2. Fringe Benefits Year 2 w/Extension	\$ 76,651.00		\$ 76,651.00
3. Travel			
4. Equipment			
5. Supplies Year 1	\$ 22,880.25		\$ 22,880.25
5. Supplies Year 2	\$ -		\$ -
6. Contractual Services Year 1	\$ 203,939.00		\$ 203,939.00
6. Contractual Services Year 2 (Note: Loyola 2.5 Years to complete Evaluation)	\$ 242,683.00		\$ 242,683.00
7. Consultant (Professional Services)			
16. Indirect Costs Year 1	\$ 29,884.00		\$ 29,884.00
16. Indirect Costs Year 2 w/Extension	\$ 29,868.00		\$ 29,868.00
TOTAL PROJECT COSTS	\$ 1,003,889.25	\$ -	\$ 1,003,889.25

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022-06/30/2024

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
\$ 1,039,691.00	Cortisa Evans		
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>
\$ 1,500,000.00			

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
\$ 1,003,889.25	Cortisa Evans		
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>
\$ 1,500,000.00	Darryl Williams		

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: July 19, 2023
Resolution Title: Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Harlem Consolidated School District No. 122 for School Resource Officer Program
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: July 27, 2023

Budget Information:

Was item budgeted? n/a	Appropriation Amount: n/a
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: n/a

Background Information:

The Winnebago County Sheriff's Office already provides police services to the Harlem School District. The Winnebago County Sheriff's Office proposes to accept a police-servicing contract with the Harlem School District for an additional five years.

Recommendation:

Deputy Chief, Tammie Stanley recommends the five year policing agreement.

The Winnebago County Sheriff's Office will provide police services as agreed to the Harlem School District.

Contract/Agreement: SAO reviewed agreement and recommendations were incorporated.

Follow-Up: The Winnebago County Sheriff's Office will proceed with agreement(s) executions.

County Board Meeting:

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

2023 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BRAD LINDMARK

**RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
HARLEM CONSOLIDATED SCHOOL DISTRICT NO.
122 FOR SCHOOL RESOURCE OFFICER PROGRAM**

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

WHEREAS, the County of Winnebago, Illinois is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Board of Education of Harlem Consolidated School District No. 122 (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois; and

WHEREAS, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Winnebago County Sheriff's Office ("Sheriff") provides law enforcement services and has full-time police officers/ deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have School Resource Officers ("SRO" or "SROs") available at its schools during the school year; and

WHEREAS, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring and posting of SROs provided by the Sheriff; and

WHEREAS, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff, and law enforcement officers.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Board of Education of Harlem Consolidated School District No. 122, attached hereto.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

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

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

Respectfully Submitted,

PUBLIC SAFETY & JUDICIARY COMMITTEE

Agree

Disagree

Brad Lindmark, Chairperson

Brad Lindmark, Chairperson

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.

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

**INTERGOVERNMENTAL AGREEMENT
FOR HARLEM CONSOLIDATED
(SCHOOL RESOURCE OFFICER PROGRAM)**

This Intergovernmental Agreement (hereinafter "Agreement") is made this _____ day of _____, 2023, by and between the Board of Education of Harlem Consolidated School District No. 122 (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County, the Sheriff, and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the School District is a duly organized and existing school district and politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the County is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have School Resource Officers ("SRO" or "SROs") available at its schools during the school year; and

WHEREAS, the County, Sheriff, and the School District agree and understand that the SROs are employees of the Winnebago County Sheriff's Office; and

WHEREAS, both the County and the School District pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this agreement for the hiring and posting of SROs.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants and obligations of the Parties hereto; the School District and the Sheriff agree as follows:

I. INCORPORATION OF RECITALS:

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

II. PARTIES:

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

III. PURPOSE:

The purpose of the School Resource Officer Program (hereinafter referred to as "Program" or "SRO Program") is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:

The District shall compensate the Sheriff for the School Resource Officers' (hereinafter referred to as "SRO" or "SROs") services, as detailed in Appendix A.

Beginning in the 2023-2024 school year and continuing through the 2028-2029 school year, the District shall compensate the Sheriff for the SRO Program based on 75% of each officer's actual salary and benefits. The SRO agree to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SROs may be modified on days where the SROs' presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work will be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District will be adjusted on an ongoing basis to reflect the current salary costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

V. EVALUATION AND FUTURE FUNDING:

Prior to July 1st of each year, and as may be necessary from time to time, the County, Sheriff, and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff, and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff, and District concerning continuation of the Program and future funding of the Program by the County, Sheriff, and the District.

VI. RIGHTS AND DUTIES OF THE SHERIFF:

The Sheriff shall provide two School Resource Officers to the District as follows:

1. The Sheriff shall assign two regularly employed police officers to the Program. Prior to assignment, the Sheriff will identify the proposed SROs and their qualifications to the District for consideration as SROs. The Sheriff will make the final selection of the SROs in consultation with the District. The Sheriff will not appoint a person as SRO to whom the District objects.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District. The SROs are and shall remain employees of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff in consultation with the District. All activities of the SROs shall be undertaken as employees of the Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.
3. Regular Duty Hours of the SROs.
 - A. The SROs shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 8:00 a.m. to 4:24 p.m. on all days of student attendance. The SROs may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO.

- B. The SROs may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such events, the compensation paid by the District to the Sheriff shall be proportionately reduced.

- C. If the SROs assigned to the School District are absent on vacation, sick time, training days, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.

4. Duties, Obligations and Procedures of the SROs.

The SROs shall/will:

- A. Wear the utility pants commonly known as "BDUs" and polo shirt unless special circumstances require other form of dress.

- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

- C. Participate in discussions to establish rapport with students.

- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.

- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SROs shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regards to such interviews.

- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District. 7

- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/ or minimization of dangerous situations which may result from student unrest or unauthorized intruders.
- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.
- M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/ principal and the Sheriff.
- N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

The District shall provide to the full-time SROs the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

- I. A private office or area at each school within the District furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records if necessary, in compliance with District policies, and State and Federal laws and regulations.

2. The District shall provide the books, handout material, or other materials necessary to support the SROs' teaching curriculum. Any materials to be used shall be communicated to the District for prior approval.
3. The District shall pay for the operating costs of two marked patrol cars, including but not limited to fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
4. The SROs shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SROs will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that an SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense.

VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:

The SRO shall remain employees of the Winnebago County Sheriff's Office and shall not be deemed employees of the District. The District and the Sheriff acknowledge that the SROs are law enforcement officers who shall uphold the law under the direct supervision and control of the Sheriff. The SROs shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the SROs to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

IX. LIABILITY AND INDEMNIFICATION:

It is the intent of the parties that the SROs are employees of the Winnebago County Sheriff's Department. The County and/or Sheriff agrees to defend, indemnify, and hold the District harmless from any claims, suits or causes of action arising from the performance of the duties of the SRO or employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers'

compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/ or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses, or judgements, including reasonable attorney's fees, as a result of the negligent, willful, or wanton acts of the District and/ or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the County, Sheriff and the District, including those under the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1 *et seq.*), or otherwise provided by law.

X. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

1. In the event the District Superintendent believes that the SRO are not effectively performing their duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SROs in order to informally mediate or resolve any problems. If the continued assignment of either SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.

2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the SROs based on departmental rules, regulations, administrative reasons, departmental directives, and/ or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.

3. In the event of resignation, dismissal, reassignment, or transfer of the SROs, the Sheriff shall provide a temporary replacement of the SRO in a timely and efficient manner. A permanent replacement for the SRO shall be made as soon as practical. The District understands that the process to hire and train qualified SROs is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of the SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

XI. CONFIDENTIALITY

In pursuit of the goals and objectives previously stated, the Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
- *Illinois School Student Records Act* (105 ILCS 10/6)
- *Illinois Juvenile Court Act of 1987* "Law Enforcement Records" (705 ILCS

405/5-905) and their respective rules and regulations.

The County, Sheriff, and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SROs under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

XII. TERM OF AGREEMENT AND TERMINATION:

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of five (5) years from that date or until terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SRO commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the parties are as follows:

If to the County:

Winnebago County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, IL 61102

If to Sheriff:

Winnebago County Sheriff
Winnebago County Justice Center
650 W. State Street
Rockford, IL 61102

If to School District:

Superintendent of Schools
Harlem Consolidated
School District No. 122
8605 North 2nd Street
Machesney Park, IL 61115

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

XIII. GOOD FAITH:

The County, Sheriff, and District, their agents and employees agree to

cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff, and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties, which may arise by good faith negotiations before resorting to any litigation.

XIV. MODIFICATION

This document constitutes the full understanding of the County, Sheriff, and District, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

XV. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement nor any act of the County, Sheriff, and District, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

XVI. COUNTERPART

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the County, Sheriff, and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution 2023 CR _____ at the regular meeting of the County Board of the County of Winnebago, Illinois on _____, 2023 in compliance with the Open Meetings Act.

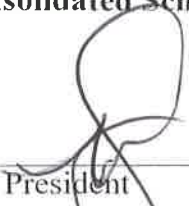
XVIII. EFFECTIVE DATE:

This Agreement is effective upon the date of the last Party to sign.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of Harlem
Consolidated School District No.
122**

By: 

President

Attest: 

Secretary *Joan Tem*

Date: 6/12/23

Winnebago County Sheriff's Office

By: _____
Gary Caruana
Winnebago County Sheriff

Date: _____

County of Winnebago, Illinois

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

Attest: _____
Lori Gummow
Clerk of the County Board
of the County of
Winnebago, Illinois

Date: _____

Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program of the Agreement*, the County, Sheriff and District agree to the following compensation terms:

1. Other than as specified in the paragraphs below, the amount payable by the District to the Sheriff for the SROs for the 2023-2024 school year is approximately \$195,789.50.
2. The parties agree that for the 2024-2025 school year, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
3. The parties agree that for the 2025-2026 school year, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
4. The parties agree that for the 2026-2027 school year, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
5. The parties agree that for the 2027-2028 school year, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.

6. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4. C in this Agreement overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2023-2024 school year, such overtime costs payable by the District shall be payable at a rate of 1 ½ the hourly rate of the assigned deputies plus benefits. In the event overtime is necessary with said continued coverage for the 2024-2028 school years, said overtime amount shall be based on actual overtime costs incurred by the Sheriff.
7. Payments for all services under this Agreement shall be billed and made quarterly.

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: July 27, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 88, No. 131/ Tuesday, July 11, 2023/Notices
 - b. Information Request to Support Upcoming Problem Identification and Resolution (PI&R) Inspection at Byron Nuclear Plant.
2. County Clerk Gummow received from the United States District Court a letter regarding Emery Air, LLC v. RCS Logistics, Inc.

Adjournment