

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman
Members: Aaron Booker, Jean Crosby, Tim Nabors, Angie Goral, Kevin McCarthy, Chris Scrol

DATE: WEDNESDAY, JULY 19, 2023
TIME: 5:30 PM
LOCATION: ROOM 510
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 14, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Execution of an Amendment to the Grant Agreement and Sub-Award Agreements under ICJIA Award # 162204 (Deferred Prosecution Program)
- F. Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Harlem Consolidated School District No. 122 for School Resource Officer Program
- G. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
- H. Future Agenda Items
- I. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Conference Room 510
Rockford, IL 61101

Wednesday, June 14, 2023
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Jean Crosby
Kevin McCarthy
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Debbie Jarvis, 17th Circuit's Director of Court Services
Sgt. Phillips, Winnebago County Sheriff's Office

Absent:

Aaron Booker, **Vice Chairperson**
Angie Goral
Tim Nabors

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 17, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
- F. 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
- G. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements
- H. Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
- I. Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
- J. Future Agenda Items
- K. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:30 PM.

Roll Call

Chairperson Lindmark yes, Ms. Crosby yes, Mr. McCarthy yes, Mr. Scrol yes.

Approval of May 17, 2023 Minutes

Motion: Mr. McCarthy. Second: Ms. Crosby.

Motion passed by unanimous voice vote.

Public Comment

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

Sgt. Phillips read and spoke about the Resolution authorizing the Chairman of the County Board to execute the agreement with the City of Loves Park for dispatch services.

- Discussion followed.

Motion passed by unanimous voice vote.

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

Ms. Jarvis discussed the Resolution authorizing the execution of a first amendment to the Public Safety Sales Tax Agreement.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements

Ms. Jarvis discussed the Resolution authorizing the Chairman of the County Board to execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

Ms. Dokken discussed the Resolution to approve execution of Amendment #2 under ICJIA award #419060 to extend the award through September 2023.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

Ms. Dokken discussed the Resolution to approve execution of Sub-award Agreement #2 under ICJIA award #419060.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

- ICJIA Grant

Adjournment

Meeting to adjourn.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile

Administrative Assistant



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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**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 <i>(updated by ICJIA)</i>	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
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.</i></p>					

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			
<u>NON-STATE Funds Total</u>	\$ -			

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						
Case Management System	12	\$ 80.00	100%	\$ 960.00		\$ 960.00
Case Management System Implementation / Custom Reports	1	\$ 10,000.00	100%	\$ 10,000.00		\$ 10,000.00
Laptop	1	\$ 1,875.00	100%	\$ 1,875.00		\$ 1,875.00
Desktop	1	\$ 1,650.00	100%	\$ 1,650.00		\$ 1,650.00
Software for laptops and desktop (Adobe)	2	\$ 406.00	100%	\$ 812.00		\$ 812.00
Software for laptops and desktop (Microsoft)	2	\$ 300.00	100%	\$ 600.00		\$ 600.00
Mouse (laptop)	1	\$ 20.00	100%	\$ 20.00		\$ 20.00
Mouse/Keyboard Set for Desktop	1	\$ 31.00	100%	\$ 31.00		\$ 31.00
Additional RAM	2	\$ 43.00	100%	\$ 86.00		\$ 86.00
Laptop Case	1	\$ 30.00	100%	\$ 30.00		\$ 30.00
Desk w/pedestal + Return w/pedestal	2	\$ 1,120.00	100%	\$ 2,240.00		\$ 2,240.00
Office Supplies	2	\$ 200.00	100%	\$ 400.00		\$ 400.00
Zoom Pro License	2	\$ 150.00	100%	\$ 300.00		\$ 300.00
Desk Phone	1	\$ 415.00	100%	\$ 415.00		\$ 415.00
COUNTY ADMINISTRATION - SUPPLIES						
Desktop	1	\$ 1,588.00	75.00%	\$ 1,191.00		\$ 1,191.00
Software, equal to or greater than Adobe	1	\$ 406.00	75.00%	\$ 304.50		\$ 304.50
Software, equal to or greater than Microsoft	1	\$ 300.00	75.00%	\$ 225.00		\$ 225.00
Mouse/Keyboard Set	1	\$ 31.00	75.00%	\$ 23.25		\$ 23.25
Deskphone	1	\$ 415.00	75.00%	\$ 311.25		\$ 311.25
Office Supplies	1	\$ 712.00	75.00%	\$ 534.00		\$ 534.00
Additional RAM	1	\$ 43.00	75.00%	\$ 32.25		\$ 32.25
Desk w/pedestal + Return w/pedestal	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			
<i>Salary / Fringe / Supplies / 2 Sub-recipient - Year 1</i>	\$ 298,839	10.00%	\$ 29,883.90		\$ 29,883.90
<i>Salary / Fringe / Supplies / 2 Sub-recipient - Year 2</i>	\$ 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.

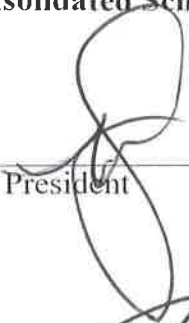
XVIII. EFFECTIVE DATE:

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.



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: July 19, 2023
Board Meeting Date: July 27, 2023
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Descriptor: County 911 Center for Professional Services

Background Information: The Sheriff’s Office and the Loves Park Fire Department are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Loves Park Fire Department. Transitioning to the state-of-the-art County 911 center, will mark a significant step towards enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

Recommendation: Approve the agreement. The Loves Park Fire Department will pay the county \$15 dollars per fire dispatch generating approx. \$63,000 per year in revenue.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved the contract.

Follow-Up: n/a

SPONSORED BY: BRAD LINDMARK

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

SUBMITTED BY: PUBLIC SAFETY and JUDICIARY COMMITTEE

2023CR_____

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH
THE CITY OF LOVES PARK FOR DISPATCH SERVICES

WHEREAS, Section VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

WHEREAS, the County of Winnebago (“County”) operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, the City of Loves Park (“City”) provides emergency fire and medical services; and

WHEREAS, the City and County have determined it would be in their best interests for the City to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within the City, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

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

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement with the City of Loves Park, in substantially the same form as contained in Exhibit A.

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

Respectfully submitted,

**PUBLIC SAFETY AND
JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2023.

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

Attested by:

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

**INTERGOVERNMENTAL AGREEMENT REGARDING
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 (“Effective Date”), by and between the County of Winnebago, Illinois, an Illinois Body Politic on behalf of the Winnebago County Sheriff’s Office (“County”) and City of Loves Park, Illinois, an Illinois Municipal Corporation on behalf of the Loves Park Fire Department, a department thereof (“Loves Park”). The County and Loves Park are also collectively referred to as the “Parties” or individually as a “Party.”

WITNESSTH

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

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

WHEREAS, the County and Loves Park are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, Loves Park provides emergency fire and medical services; and

WHEREAS, it has been determined by the corporate authorities of Loves Park and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services within the City of Loves Park on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services
 - a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Loves Park Fire Department, PSAP shall answer those calls and

provide dispatch services twenty-four (24) hours a day each day of the year. Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Loves Park on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Loves Park's response to dispatches initiated by the PSAP.
 - c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.
2. Ownership and Responsibility for Equipment
- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Loves Park as necessary to complete the dispatching process.
 - b. Personnel. The County shall provide at its own expense the staff necessary to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.
3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Loves Park hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Loves Park hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Loves Park for purposes of this Agreement and shall provide the County with a letter on Loves Park letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.
4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with Loves Park Policies and Procedures. County shall comply with all Loves Park's written policies and procedures relating to the services provided herein. Loves Park shall provide to County its Policy and Procedures/response criteria (SOG manual).

6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Loves Park of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.

7. Rates and Billing
 - a. Loves Park will voluntarily pay to County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Loves Park acknowledging any obligation to pay any fee for dispatch outside of the voluntary undertaking set forth herein.

 - b. The County shall send bills monthly to Loves Park at the following address:

Loves Park Fire Department
400 Grand Avenue
Loves Park, IL 61111
Attn: Chief of Department

 - c. Loves Park shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago
404 Elm Street
Rockford, IL 61101
Attn: Finance Department

8. Term and Termination.
 - a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies

the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.

- b. Termination. This Agreement may be terminated as follows:
 - i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;
 - ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
 - iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or
 - iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

9. Compliance with Law. The parties hereto shall comply with all applicable state and federal laws, rules, and regulations.

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and Loves Park.
- b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

If to County: Winnebago County Sheriff's Office
 650 W. State Street
 Rockford, IL 61102
 Attn: Sheriff

Copy to: Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101
Attn: Chief of Civil Bureau

If to Loves Park: Loves Park Fire Department
400 Grand Avenue
Loves Park, IL 61111
Attn: Chief of Department

Copy to: Allen Galluzzo Hevrin Leake, LLC
839 N. Perryville Road, Suite 200
Rockford, IL 61107
Attn: Attorney Gino Galluzzo

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

COUNTY OF WINNEBAGO, ILLINOIS
a Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

CITY OF LOVES PARK, an Illinois municipal
corporation

Gregory R. Jury
Mayor

Date: _____

ATTEST:

Robert J. Burden
City Clerk

Date: _____

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to Loves Park Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY LOVES PARK

1. _____
2. _____
3. _____
4. _____

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.