



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, January 26, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Valerie Hanserd
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – Tax Agent Presentation by Region 1 Planning Council
 - C. Public Hearings – None
 - D. Public Participation
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of December 22, 2022 minutes
 - B. Layover of January 12, 2023 minutes
7. **Consent Agenda** Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule).**
9. **Reports of Standing Committees** Chairman Joseph Chiarelli
 - A. Finance Committee John Butitta, Committee Chairman
 1. Committee Report
 2. Ordinance for Approval of Budget Amendment for Circuit Court Bailiff to be Laid Over
 3. Ordinance for Approval of Budget Amendment for Court Liaison Position to be Laid Over

4. Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant
5. Resolution Authorizing Amended Agreement for the Justice for Families Grant
6. Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

B. Zoning Committee Jim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee..... John Sweeney, Committee Chairman

1. Committee Report

D. Operations and Administrative Committee..... Keith McDonald, Committee Chairman

1. Committee Report

E. Public Works Committee Dave Tassoni, Committee Chairman

1. Committee Report
2. (23-001) Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale
Cost: \$N/A C.B. District: County Wide
3. (23-002) Resolution Authorizing the Execution of a Local Public Agency Agreement with IDOT for a SPR Grant (Section: 22-00707-00-ES)
Total Cost: \$668,900 C.B. District: County Wide
County Cost: \$00.00
Federal Funds: \$535,120
State Funds: \$133,780

F. Public Safety and Judiciary Committee..... Brad Lindmark, Committee Chairman

1. Committee Report
2. Resolution Awarding Off-Site Administrative Medical Claims Services
3. Resolution Awarding Detection and Mitigation of COVID-19 Technology
4. Resolution Authorizing Service Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

10. Unfinished Business Chairman Joseph Chiarelli

Finance Committee

- A. Ordinance for a Budget Amendment for State's Attorney State Forfeiture Funds Laid Over from January 12, 2023 Meeting
- B. Ordinance for Approval of Budget Amendment for Year End Adjustments Laid Over from January 12, 2023 Meeting

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

12. Announcements & Communications Clerk Lori Gummow

- A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, February 9, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
DECEMBER 22, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, December 22, 2022 at 6:00 p.m.
2. Board Member Tassoni gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.
4. Roll Call: 13 Present. 7 Absent. (Board Members Arena, Butitta, Crosby, Guevara, Hanserd, Lindmark, McDonald, Nabors, Penney, Scrol, Sweeney, Tassoni, and Thompson. (Board Members Booker, Fellars, Goral, Hoffman, McCarthy, Salgado, and Webster were absent.)

Board Member Goral joined at 6:02 p.m.

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Nabors made a motion to approve County Board Minutes of November 22, 2022 and layover County Board Minutes of December 8, 2022, seconded by Board Member Thompson. Motion was approved by a roll call vote of 14 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, Salgado, and Webster were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for December 22, 2022. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Nabors. Motion was approved by a roll call vote of 14 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, Salgado, and Webster were absent.)

APPOINTMENTS

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

Board Member Webster joined at 6:10 p.m.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program, seconded by Board Member Thompson. Discussion by Board Member Butitta. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
10. Board Member Butitta made a motion to approve a Resolution to Approve Purchase of Vehicle for ESDA Coordinator with ARP Funds, seconded by Board Member Crosby. Discussion by Board Members Butitta and Goral. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
11. Board Member Butitta made a motion to approve a Resolution to Fund Water Resources Strategic Plan with ARPA Phase IV Funds, seconded by Board Member Penney. Discussion by Board Member Butitta. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
12. Board Member Butitta made a motion to approve a Resolution to Fund Baker Tilly Professional Services for River Bluff Nursing Home, seconded by Board Member Hanserd. Discussion by Board Member Butitta. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)

ZONING COMMITTEE

13. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

14. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Spare Part Solutions, Inc. and Kebby Industries, Inc., seconded by Board Member Nabors. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)

15. Board Member Sweeney made a motion to approve a Resolution Abating Property Taxes on Property Located at 6164 All World Way, Roscoe, Illinois Specifically Identified as Property Index Number 04-15-300-020 and Commonly Known as All World Machinery Supply, Inc., seconded by Board Member Lindmark. Discussion by Board Member Sweeney. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)

Board Member Sweeney announced an upcoming Economic Development Committee meeting scheduled on January 3, 2023 at 5:30 p.m.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. Board Member McDonald made a motion to approve a Resolution Awarding Annual Fire Alarm Inspection Services, seconded by Board Member Butitta. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
17. Board Member McDonald made a motion to approve a Resolution Approving Emergency Agreement With Terracon, seconded by Board Member Penney. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
18. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinance Regarding Registration Fees for Dogs and Cats to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Thompson. Discussion by Animal Services Administrator Frazier and Board Members Goral and Arena. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
19. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 2, Article II, Division 4 of the Winnebago County Code Relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend was approved by a roll call vote of 14 yes votes and 1 no vote. (Board Member Nabors voted no.) (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Penney. Board Member Guevara made a motion to amend, seconded by Board Member Sweeney. Discussion by Chief of the Civil Bureau Vaughn and Board Members Tassoni, Sweeney, Nabors. Board Member Guevara called for a point of order. Further discussion by Board Members Webster, Guevara, and Nabors. Board Member Arena called for a point of order. Motion to amend was approved by a roll call vote of 11 yes and 4 no votes. (Board Members Goral, Hanserd, Scrol, and Tassoni voted no.) (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.) Board Member Nabors made a motion to amend to strike out the first sentence. Board Member Guevara called for a point of order. Discussion by Chief of the Civil Bureau Vaughn and Board Members Guevara, Nabors, Arena, Sweeney, and Scrol. Board Member Nabors removed his amendment. Board Member Nabors made a motion to

send back to the Operations & Administrative Committee, seconded by Board Member Tassoni. Discussion by County Administrator Thompson and Board Members Arena, Nabors, Crosby, Tassoni, Scrol, Sweeney, and Guevara. Board Member Nabors removed his motion to send back to committee. Board Member Tassoni called the question. Further discussion by Board Member Goral. Motion to call the question was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.) Motion to send back to committee failed by a roll call of 9 no and 6 yes votes. (Board Members Arena, Butitta, Guevara, Lindmark, McDonald. Penney, Sweeney, Thompson, and Webster voted no.) (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.) Discussion by Chief of the Civil Bureau Vaughn and Board Members Tassoni, Guevara, Arena, and Sweeney. Motion to approve the amended Ordinance was approved by a roll call vote of 13 yes and 2 no votes. (Board Members Scrol and Tassoni voted no.) (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)

PUBLIC WORKS COMMITTEE

20. Board Member Tassoni made a motion to approve Agenda Items 2., 3., and 6. (as listed below.), seconded by Board Member Crosby. Discussion by Board Member Tassoni. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
 2. (22-039) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-built Quantities for Charles Street Resurfacing from Alpine Road to Mulford Road (Section: 21-0068-00-RS).
 3. (22-040) Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, The City of South Beloit, The Village of Winnebago and Rockford Township for the Coordination of a SPA Grant.
 6. (22-043) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Latham Road Resurfacing from Meridian Road to Owen Center Road (Section: 21-00700-00RS).
21. Board Member Tassoni made a motion to approve Agenda Items 4. and 5. (as listed below.), seconded by Board Member Nabors. Discussion by Board Member Tassoni. Motion was approved by a roll call vote of 15 yes votes. (Board Members Booker, Fellars, Hoffman, McCarthy, and Salgado were absent.)
 4. (22-041) Resolution Authorizing the Purchase of a Skid Steer Loader.
 5. (22-042) Resolution for Award of Maintenance of Traffic Signals on the County Highway System and the Appropriation of MFT Funds (Section: 22-00711-00-TL).

PUBLIC SAFETY AND JUDICIARY COMMITTEE

22. No Report.

UNFINISHED BUSINESS

23. Board Member Tassoni spoke of remote meetings.

Board Member Webster spoke of a past conversation with the fire chiefs.

Board Member Sweeney agreed with Board Member Tassoni's statement regarding remote meetings.

Board Member Thompson wished all a Merry Christmas and Happy New Year.

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station Unit 1 Request for Information for an NRC Post-Approval Site Inspection for License Renewal Inspection Report 05000454/2023010.
 - b. Federal Register/Vol. 87, No. 233/Tuesday, December 6, 2022/Notices
 - c. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant –Request to Authorize Use of Honeywell Mururoa V4F1 R Supplied Air Suits (EPID L-2022-LLL-0011).
 - d. Byron Station – Material Control and Accounting Program Inspection Report 05000454/2022405 and 05000455/2022405.
 - e. Operator Licensing Examination Approval – Byron Station, December 2022.
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Public Notice Renewal of the Federally Enforceable State Operating Permit Rust-Oleum Corp in Rockford.

Board member Goral reminded the Board that the holidays bring peace on earth to all.

Chairman Chiarelli wish all a Merry Christmas and a Happy New Year.

ADJOURNMENT

26. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Guevara. Motion was approved by a voice vote. The meeting was adjourned at 7:35 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 12, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 12, 2023 at 6:00 p.m.
2. Board Member Booker gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.

County Administrator Thompson reminded Board Members of the new microphone system.

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

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- Rev. Earl Dotson, Sr., West Side Rockford Redevelopment, Pro

Board Member Fellars arrived at 6:05 p.m.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of December 8, 2022 and layover County Board Minutes of December 22, 2022, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Guevara were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 12, 2023. Board Member McCarthy made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Penney. Motion was approved

by a unanimous vote of all members present. (Board Members Crosby and Guevara were absent.)

APPOINTMENTS

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

A. River Bluff Board of Directors, Annual Compensation: None

1. Jim Knutson (New Appointment), Rockford, Illinois, March 2023 to March 2027
2. Teresa Gobeli (New Appointment), Rockford, Illinois, March 2023 to March 2027
3. Trent Brass (New Appointment), Rockford, Illinois, March 2023 to March 2027
4. Bob Nieman (New Appointment), Rockford, Illinois, March 2023 to March 2027
5. Jay Ferraro (New Appointment), Rockford, Illinois, March 2023 to March 2027
6. Steve Schultz (New Appointment), Roscoe, Illinois, March 2023 to March 2027
7. Frank Perrecone (New Appointment), Rockford, Illinois, March 2023 to March 2027
8. Bernice Marinelli (New Appointment), Rockford, Illinois, March 2023 to March 2027
9. John Butitta (New Appointment), Rockford, Illinois, March 2023 to March 2027

Board Member Guevara arrived at 6:09 p.m.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Amending the Fiscal Year 2023 Budget Policy, seconded by Board Member Thompson. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
10. Board Member Butitta made a motion to approve a Resolution to Establish Public Safety Sales Tax Policy, seconded by Board Member Lindmark. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

11. Board Member Butitta made a motion to approve a Resolution for the Purchase of a Truck for Facilities Department, seconded by Board Member Arena. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
12. Board Member Butitta made a motion to suspend the rules on Agenda Items 4. and 6. (as listed below.), seconded by Board Member Arena. Motion was approved by unanimous vote of all members present. (Board Member Crosby was absent.)
 4. Board Member Butitta made a motion to approve a Resolution Awarding ARP Funded HVAC CPU Replacements, seconded by Board Member Arena. Discussion by Purchasing Director Johns, County Administrator Thompson and Board Members Arena and Goral. Motion was approved by a voice vote. (Board Member Guevara voted no.) (Board Member Crosby was absent.)
 6. Board Member Butitta made a motion to approve a Resolution Awarding Bid for Animal Services Addition and Renovations with ARPA Funds, seconded by Board Member Thompson. Board Member Butitta made a motion to amend the Resolution, seconded by Board Member Thompson. Discussion by Board Member Arena and Penney. Motion to amend was approved by a unanimous vote of all members present. (Board Member Crosby was absent.) Board Member Butitta made a motion to approve the amended Resolution, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
13. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for State's Attorney State Forfeiture Funds to be Laid Over.
14. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Distribution of Opioid Lawsuit Settlement Funds to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Crosby was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hoffman. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken, Chief of the Civil Bureau Vaughn, and Board Members Salgado, Tassoni, and McDonald. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
15. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Year End Adjustments to be Laid Over.
16. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled Shelly Turner versus Winnebago County, seconded by Board Member Webster. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

ZONING COMMITTEE

17. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

18. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Rockford Rides, LLC, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

Board Member Sweeney announced the next Economic Development Committee meeting will be postponed.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. No Report.

PUBLIC WORKS COMMITTEE

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet on January 18, 2023 and thanked Director of the Chairman's Office of Criminal Justice Initiatives Dokken for her hard work on the Public Safety Tax Policy.

UNFINISHED BUSINESS

22. None.

NEW BUSINESS

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

Board Member Guevara introduced a Resolution regarding a House Bill 44-12 for the Boards consideration.

Board Member Salgado spoke recommendations for the process of Opioid funds, casino revenue and the marijuana sales tax. Discussion by County Administrator Thompson.

Board Member Nabors commented on the Board Member seating arrangements. Discussion by Board Member Arena.

Board Member Goral requested an update on casino money, trustee program, and the landbank.

Board Member Butitta spoke of the NFL player being saved by CPR and believes there should be training available to all employees. Discussion by County Administrator Thompson.

Board Member McDonald advised the Board that AED defibrillators will talk you through the process as soon as they are opened. Discussion by Board Members Goral, Sweeney, and Lindmark.

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register/Vol. 87, No. 247/Tuesday, December 27, 2022/Notices
 - b. Byron Station-Cyber Security Inspection Report 05000454/2022403 and 05000455/2022403
 - B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – November, 2022
 - b. Collateralization Report – as of November, 2022
 - c. Investment Report - as of December, 2022
 - C. County Clerk Gummow submitted from Charter Communication the Quarterly Franchise Fee Payment.
 - D. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Public Notice regarding Proposed Issuance of a Federally Enforceable State Operating Permit Javon Bea Hospital-Riverside in Rockford.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:44 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
2 different organizations for 2 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE	# OF			
#	RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30847	1	ROCKFORD CHAPTER, AGO	02/20/2023-04/28/2023	\$2,500.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE	# OF			
#	RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30848	1	PECATONICA SPORTS ASSOCIATION	01/27/2023-01/27/2024	\$4,999.99

This concludes my report,

Deputy Clerk

Kathleen M. Clausen

LORI GUMMOW
Winnebago County Clerk

Date 26-Jan-23

County Board Meeting: 1/26/23


RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	349,098
101	PUBLIC SAFETY TAX	\$	606,129
103	DOCUMENT STORAGE FUND	\$	37,250
105	VITAL RECORDS FEE FUND	\$	6,131
106	RECORDERS DOCUMENT FEE FUND	\$	5,429
114	911 OPERATIONS FUND	\$	34,491
115	PROBATION SERVICE FUND	\$	13,269
116	HOST FEE FUND	\$	45,000
126	LAW LIBRARY	\$	124
129	COUNTY AUTOMATION FUND	\$	11,350
131	DETENTION HOME	\$	31,323
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$	23,649
155	MEMORIAL HALL	\$	727
157	CIRCUIT CLERK ADMIN FUND	\$	10,459
158	CHILD ADVOCACY PROJECT	\$	761
161	COUNTY HIGHWAY	\$	68,139
163	FEDERAL AID MATCHING FUND	\$	16,357
164	MOTOR FUEL TAX FUND	\$	197,091
165	TOWNSHIP HIGHWAY FUND	\$	19,172
181	VETERANS ASSISTANCE FUND	\$	108,554
185	HEALTH INSURANCE	\$	1,428,198
194	TORT JUDGMENT & LIABILITY	\$	75,539
196	MENTAL HEALTH TAX FUND	\$	1,384,158
301	HEALTH GRANTS	\$	26,597
302	SHERIFF'S DEPT GRANTS	\$	45,649
304	PROBATION GRANTS	\$	57,864
309	CIRCUIT COURT GRANT FUND	\$	30,004
313	AMERICA RESCUE PLAN	\$	252,491
314	CJCC GRANTS FUND	\$	10,745
401	RIVER BLUFF NURSING HOME	\$	443,208
410	ANIMAL SERVICES	\$	29,511
420	555 N COURT OPERATIONS FUND	\$	7,788
430	WATER FUND	\$	2,738
501	INTERNAL SERVICES	\$	3,313
743	CAPITAL PROJECTS FUND	\$	22,070
748	2012F ALTERNATE REVENUE BONDS	\$	104,280
	TOTAL THIS REPORT	\$	5,508,656

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 26th day of January 2023 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Ordinance Title: Ordinance for Approval of Budget Amendment for Circuit Court Bailiff

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$60,000
If not, explain funding source: Public Safety Sales Tax Fund			
ORG/OBJ/Project Code:	40109-41110	Budget Impact:	Increase

Background Information: The Illinois Supreme Court has authorized the allocation of 2 additional associate judgeships to the 17th Judicial Circuit Court pursuant to the Associate Judges Act. Judges are state-paid positions. 21 judges are currently assigned in Winnebago County and the judiciary is currently supported by 23 bailiffs. With these two additional judges, Winnebago County will have a total of 23 assigned judges. Additional funds will be used to establish 2 new bailiff positions to support the courtroom operational needs brought about by these new judgeships.

Recommendations: N/A

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Update Munis Accounting records.

County Board Meeting: January 26, 2023

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Ordinance for Approval of Budget Amendment for Circuit Court Bailiff

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriations Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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

WHEREAS, the Illinois Supreme Court has allocated two additional associate judgeships granted to the 17th Judicial Circuit pursuant to the Associate Judges Act (705 ILCS 45/2.1);

NOW, THEREFORE, BE IT RESOLVED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2023- Ordinance for Approval of Budget Amendment for Circuit Court Bailiffs.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/13/2022		AMENDMENT NO: 2023-	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		40109-41110		DEPT. BUDGET NO.	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
40109	41110	Regular Salary	\$1,015,964	\$0	\$1,015,964	\$60,000	\$1,075,964
TOTAL ADJUSTMENT:						\$60,000	\$1,075,964

Reason budget amendment is required:

The Illinois Supreme Court has authorized the allocation of 2 additional associate judgeships to the 17th Judicial Circuit Court pursuant to the Associate Judges Act. Judges are state-paid positions. 21 judges are currently assigned in Winnebago County and the judiciary is currently supported by 23 bailiffs. With these two additional judges, Winnebago County will have a total of 23 assigned judges. Additional funds will be used to establish 2 new bailiff positions to support the courtroom operational needs brought about by these 2 additional judges.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2023 budget:

New Expense

Revenue Source: _____



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Ordinance Title: Ordinance for Approval of Budget Amendment for Court Liaison Position

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$63,000
If not, explain funding source: Awarded DOJ Grant through AOIC			
ORG/OBJ/Project Code:	69000-02320	Budget Impact:	Increase

Background Information: The Illinois Supreme Court has awarded Winnebago County a pilot site to create a Court Liaison to assist in linking misdemeanor defendants with mental health services while their court case is pending. Early identification at the first appearance and follow up services will be offered through one full time employee.

Recommendations: N/A

Contract/Agreement: N/A

Legal Review: Circuit Court Review.

Follow-Up: Update Munis Accounting records.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Ordinance for Approval of Budget Amendment for Court Liaison Position

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriations Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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

WHEREAS, the Illinois Supreme Court has awarded Winnebago County with grant funding to establish the position of a Court Liaison to assist in linking misdemeanor defendants with mental health services while their court case is pending;

NOW, THEREFORE, BE IT RESOLVED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2023- Ordinance for Approval of Budget Amendment for Court Liaison Position.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/13/2023		AMENDMENT NO: 2023-			
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway			
FUND#:		60900-02320		DEPT. BUDGET NO.			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
60900	41110	Regular Salary	\$39,416	\$0	\$0	\$39,416	\$39,416
60900	41211	Employee Benefits	\$23,552	\$0	\$0	\$23,552	\$23,552
TOTAL ADJUSTMENT:						\$62,968	\$62,968
Reason budget amendment is required:							
<p>The Administrative Office of Illinois Courts has awarded Winnebago County funding to be a pilot site for the Court Liaison project. The award provides funding for the salary and benefits for one full time employee. The Court Liaison will assist in linking misdemeanor defendants with mental health services while their court case is pending. Early identification at the first appearance and follow up services will be offered through one full time employee.</p>							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2023 budget:							
Grant Expense							
Revenue Source: _____							



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Resolution Title: Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$155,678.30
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-01070	Budget Impact:	N/A

Background Information:

The Department of Justice Office on Violence against Women funds an Improving Criminal Justice Response Grant. This ICJR grant supports the work and enhancement of the 17th Judicial Circuit's Domestic Violence Coordinated Courts. ICJR funding provides for administrative support, increased stakeholder collaboration, compliance review, and training for community and court partners.

Recommendation: The following agreements serve to fulfill the objectives set forth in the grant award and are consistent with the grant budget:

- 1) First Amendment to Agreement with Remedies Renewing Lives, Inc.

Contract/Agreement: See attached.

Legal Review: Reviewed by Circuit Court.

Follow-Up: N/A

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

Sponsored by: John Butitta, Committee Chairman
Submitted by: Finance Committee

2023 CR

**Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to
Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant**

—

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded An Improving Criminal Justice Response Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Finance of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-01070;

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, the above referenced Agreement with Remedies Renewing Lives, Inc.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

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

This First Amendment is made and entered into this ____ day of _____, 2023, , by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the “County”), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the “Court”), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the “Subcontractor”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2019, for Subcontractor to provide services to County under the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Violence and Stalking Program from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section 3, Payment, provides for funding of those positions; and

WHEREAS, the County has received a no-cost extension to extend the grant until September 30, 2023;

WHEREAS, the full-time law enforcement victim advocate position referenced in Part 2, subsection c of the original agreement has been discontinued;

WHEREAS, the County and Court wishes to continue to utilize the services of Subcontractor in the performance of the grant to employ the remaining positions; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2023 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:**

(a) Subcontractor shall provide the services of a full-time Probation Victim Advocate/Walk-In Counselor. The Probation Advocate/Walk-In Counselor will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Probation Advocate/Walk-In Counselor will work 20 hours per week to support victims/survivors referred by the Winnebago County Adult Probation Department and/or law enforcement and will work 20 hours per week to support victims/survivors referred through Remedies Renewing Lives Domestic Violence Program as a Walk-In (Non-Residential Services) Counselor. Subcontractor will ensure that the Probation Advocate/Walk-In Counselor is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Probation Advocate/Walk-In Counselor individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Probation Advocate/Walk-In Counselor with any and all necessary office equipment and supplies.

The services to be provided and/or offered by the Probation Advocate/Walk-In Counselor shall include but not be limited to the following:

- (1) Act as a liaison between Winnebago County Adult Probation Department staff and victims/survivors;
- (2) Act as a liaison between law enforcement agencies such as the Winnebago County Sheriff's department and Rockford City Police Department and victims/survivors;
- (3) Provide advocacy and support with victims/survivors of domestic violence which may include individual and group advocacy-based counseling services;
- (4) Provide domestic violence safety planning;
- (5) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (6) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(b) Subcontractor shall provide the services of a part-time Legal Advocate as described in the contract between the County and Subcontractor for the U.S. Department of Justice, Office on Violence Against Women FY21 Continuation Justice for Families grant program. Under the terms of this ICJR FY20 Contract, the Legal Advocate will work 10 hours

per week and will be available to provide advocacy and support with victims/survivors who are participating in order of protection proceedings held in the Family Courts, which are outside the realm of the 17th Judicial Circuit Court of the State of Illinois Domestic Violence Coordinated Courts. Subcontractor will ensure that the Legal Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Legal Advocate individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Legal Advocate any and all necessary equipment and supplies.

The services to be provided by the Legal Advocate shall include but not be limited to the following:

- (1) Assist victims/survivors with the petition for an emergency order of protection, accompany victims/survivors to court for both the emergency and plenary order of protection hearings and provide follow-up support as necessary/requested by victims/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(c) If at any time any the Probation Advocate/Walk-In Counselor and/or Legal Advocate provided by Subcontractor under this Agreement are terminated, resign, or otherwise cease to be employed by Subcontractor for any reason, Subcontractor shall work diligently to immediately notify the Grant Program Manager of the vacancy and to fill the vacant position in an expeditious manner.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Probation Advocate/Walk-In Counselor for the duration of this Agreement for a total amount not to exceed \$124,319.21 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate for the duration of this Agreement for a total amount not to exceed \$31,359.09 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Taylor Sagona at tsagona@17thcircuit.illinoiscourts.gov. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(f) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(g) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/survivor/client identifying records and information including but not limited to the Illinois Domestic Violence Act (IDVA) and the U.S. Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

5. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Improving Criminal Justice Responses Grant Program
Attn: Denea Trovillion
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives
Attn: Gary Halbach
220 Easton Parkway
Rockford, IL 61108

6. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
7. This First Amendment shall bind and benefit both Parties and any successors or assigns.
8. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
John S. Lowry, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: _____
Gary Halbach

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement is made and entered into this the first day of October, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the U.S. Department of Justice's Office on Violence Against Women (OVW) FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Violence, and Stalking Program (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2022, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:**

(a) Subcontractor shall provide the services of a full-time Probation Victim Advocate/Walk-In Counselor. The Probation Advocate/Walk-In Counselor will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Probation Advocate/Walk-In Counselor will work 20 hours per week to support victims/survivors referred by the Winnebago County Adult Probation Department and will work 20 hours per week to support victims/survivors referred through Remedies Renewing Lives Domestic Violence Program as a Walk-In (Non-Residential Services) Counselor. Subcontractor will ensure that the Probation Advocate/Walk-In Counselor is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Probation Advocate/Walk-In Counselor individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide

the Probation Advocate/Walk-In Counselor with any and all necessary office equipment and supplies.

The services to be provided and/or offered by the Probation Advocate/Walk-In Counselor shall include but not be limited to the following:

- (1) Act as a liaison between Winnebago County Adult Probation Department staff and victims/survivors;
- (2) Provide advocacy and support with victims/survivors of domestic violence which may include individual and group advocacy-based counseling services;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(b) Subcontractor shall provide the services of a full-time Law Enforcement Victim Advocate. The Law Enforcement Victim Advocate will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Law Enforcement Victim Advocate will work 40 hours per week. Subcontractor will ensure that the Law Enforcement Victim Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Law Enforcement Victim Advocate will be co-located with the City of Rockford and Winnebago County Sheriff's Police Departments Domestic Violence Units located inside the Winnebago County Criminal Justice Center. The Law Enforcement Victim Advocate shall only share individual office space with staff of Remedies Renewing Lives. Subcontractor shall provide the Law Enforcement Victim Advocate with any and all necessary office equipment and supplies.

The services to be provided by the Law Enforcement Victim Advocate shall include but not be limited to the following:

- (1) Act as a liaison between City of Rockford and Winnebago County Sheriff's Police Department's staff and victim/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;

- (3) Provide domestic violence safety planning;
- (4) Collaborate with the Winnebago County Sheriff's Police and Civil Process Department's as well as other appropriate or necessary law enforcement agencies to improve the service rate of orders of protection so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(c) Subcontractor shall provide the services of a part-time Legal Advocate as described in the contract between the County and Subcontractor for the U.S. Department of Justice, Office on Violence Against Women FY15 Continuation Justice for Families grant program. Under the terms of this ICJR FY20 Contract, the Legal Advocate will work 10 hours per week and will be available to provide advocacy and support with victims/survivors who are participating in order of protection proceedings held in the Family Courts, which are outside the realm of the 17th Judicial Circuit Court of the State of Illinois Domestic Violence Coordinated Courts. Subcontractor will ensure that the Legal Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Legal Advocate individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Legal Advocate any and all necessary equipment and supplies.

The services to be provided by the Legal Advocate shall include but not be limited to the following:

- (1) Assist victims/survivors with the petition for an emergency order of protection, accompany victims/survivors to court for both the emergency and plenary order of protection hearings and provide follow-up support as necessary/requested by victims/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and

- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(d) If at any time any the Probation Advocate/Walk-In Counselor, Law Enforcement Victim Advocate and/or Legal Advocate provided by Subcontractor under this Agreement are terminated, resign, or otherwise cease to be employed by Subcontractor for any reason, Subcontractor shall work diligently to immediately notify the Grant Program Manager of the vacancy and to fill the vacant position in an expeditious manner.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Probation Advocate/Walk-In Counselor the sum of \$40,325.74 for year one (1) of this Agreement, \$41,428.71 for year two (2) of this Agreement, and \$42,564.76 for year three (3) of this Agreement for a total amount not to exceed \$124,319.21 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(b) The County agrees to pay Subcontractor for the services of the Law Enforcement Victim Advocate the sum of \$41,426.91 for year one (1) of this Agreement, \$42,562.92 for year two (2) of this Agreement, and \$43,733.02 for year three (3) of this Agreement for a total amount not to exceed \$127,722.85 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate the sum of \$12,137.71 for year one (1) of this Agreement, \$12,418.97 for year two (2) of this Agreement, and \$12,708.66 for year three (3) of this Agreement for a total amount not to exceed \$37,265.34 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Kelsey Hart at khart@17thcircuit.illinoiscourts.gov. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the

submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(f) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(g) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/survivor/client identifying records and information including but not limited to the Illinois Domestic Violence Act (IDVA) and the U.S. Family Violence Prevention

and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. Assurances: This Agreement governs work to be done under a Federal award. Such Federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable Federal and State laws including but not limited to the following:

(a) Lobbying: Subcontractor hereby certifies the following:

(1) No Federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-

progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by Federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the Court of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Improving Criminal Justice Responses Grant Program
Attn: Kelsey Hart
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives
Attn: Gary Halbach
220 Easton Parkway
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By: 

REMEDIES RENEWING LIVES

By: 



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Resolution Title: Resolution Authorizing Amended Agreement for the Justice for Families Grant

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$60,556.40
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-01089	Budget Impact:	N/A

Background Information:

The Department of Justice Office on Violence against Women funds a Justice for Families Grant. This JFF grant supports the work and enhancement of the 17th Judicial Circuit's Domestic Violence Coordinated Courts. JFF funding provides for administrative support, increased stakeholder collaboration, survivor advocacy, and training for community and court partners.

Recommendation: The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) First Amendment to Agreement with Remedies Renewing Lives, Inc.

Contract/Agreement: See attached.

Legal Review: Reviewed by Winnebago County State's Attorney's Office

Follow-Up: N/A

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Resolution Authorizing Amended Agreement for the Justice for Families Grant

—

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded a Justice for Families Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Finance of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-01089;

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, the above referenced Agreement with Remedies Renewing Lives, Inc.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

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

This First Amendment is made and entered into this ____ day of _____, 2023, , by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the “County”), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the “Court”), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the “Subcontractor”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated January 3, 2022, for Subcontractor to provide services to County under the Justice For Families grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section provides for funding of those positions; and

WHEREAS, the grant does not expire until September 30, 2024

WHEREAS, the County and Court wishes to continue to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2022 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.
2. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
3. This First Amendment shall bind and benefit both Parties and any successors or assigns.

4. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
John S. Lowry, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: _____
Gary Halbach

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

This Agreement is made and entered into this 30 day of Jul, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Parties recognize that this Remedies Legal Advocate may in addition to these 30 hours provide an additional 10 hours work in the Domestic Violence Assistance Center under the terms of a separate agreement. The Legal Advocate will provide advocacy to victims in the Domestic Violence Coordinated Court (DVCC), with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the DVCC Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearings held in the DVCC. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project. The Legal Advocate will attend DVAC meetings, meeting of the Victim Safety and Security committee, Judges

and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements.

- b) Remedies' Vice President of Domestic Violence Services will provide supervision to the Remedies Legal Advocate. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. Payment:

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate at the hourly rate of \$16.34 for the project for a total amount not to exceed \$25,490.40 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.65%), Worker's Compensation (2%), Unemployment (1%), and Retirement (6%), for a total amount not to exceed \$4,244.15 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate of \$40.37 for the project for a total amount to not exceed \$968.88 over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$33.00, to not exceed \$400.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$3,400.00 over the term of this Agreement.

\$2,500.00 DVC EGO
(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor, which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required

assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) Lobbying: Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably

satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives, Inc.
Attn: Grants and Contracts Manager
220 Easton Parkway
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

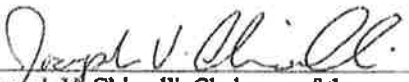
19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every

other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

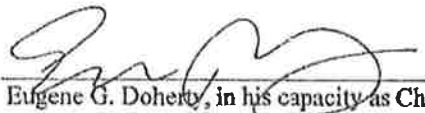
20. Headings: The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

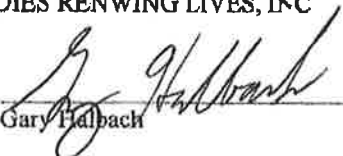
THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: 
Gary Halbach

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Remedies Renewing Lives

Salary

Position	Year 1	Year 2	Year 3	Total
Remedies Legal Advocate .75FTE	\$33,987.20 x .75FTE= \$25,490.40	x	x	\$25,490.40
Remedies VP of DV Services	\$40.37/hr x 24 hours = \$968.88	x	x	\$968.88
DVAC Remedies Copier Fee	\$33.00/mo x 12= \$396.00	x	x	\$396.00

Benefits/Fringe

Remedies Legal Advocate	Year 1	Year 2	Year 3	Total
FICA (7.65%)	\$25,490.00 x 7.65% = \$1,948.93	x	x	\$1,948.98
Retirement (6%)	\$25,490.00 x 6% = \$1,529.40	x	x	\$1,529.40
Workers Comp (2%)	\$25,490.00 x 2% = \$509.80	x	x	\$509.80
Unemployment (1%)	\$25,490.00 x 1% = \$254.90	x	x	\$254.90
Total	\$4,243.08	x	x	\$4,243.08

The Remedies Legal Advocates will provide comprehensive advocacy to victims seeking an order of protection (OP) in DV civil and criminal courts. The .75 FTE advocate will be located at the Domestic Violence Assistance Center (DVAC) and due to their location in the courthouse, will provide a specialized focus on advocacy throughout and after the OP process, including providing on-site court advocacy. The remaining .25FTE of this position is funded by the Improving Criminal Justice Response (ICJR) grant program which allows for an expansion of advocacy services for OPs heard in family court. Remedies' Vice President of Domestic Violence Services, Becky Winstead, will provide supervision to the Remedies Legal Advocates. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project. The copier fee charge is a prorated cost based on grant-funded staff use of the copier in the DVAC space. Remedies will receive an indirect cost rate of 10%, to not exceed \$3,014.00 per the contractual agreement.

\$2,500 JVC 808



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Resolution Title: Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$88,601.09
If not, explain funding source:	
ORG/OBJ/Project Code: 60900-02150	Budget Impact: N/A

Background Information:

The Department of Justice for Office on Violence against Women funds a Winnebago County Enhanced Training and Services to End Abuse in Later Life (AILL) Grant. This AILL grant seeks to address elder abuse, neglect and exploitation, domestic violence, dating violence, sexual assault, and stalking against victims who are age 50 or over. AILL funding provides for administrative support, increased stakeholder collaboration, direct services, and training for community and court partners.

Recommendation: The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) Agreement with Remedies Renewing Lives, Inc.
- 2) Agreement with City of Rockford
- 3) Agreement with Rockford Sexual Assault Counseling
- 4) Agreement with Prairie State Legal Services
- 5) Agreement with Mercyhealth at Home

Contract/Agreement: See attached.

Legal Review: Reviewed by Circuit Court.

Follow-Up: N/A

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

—

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded a Abuse in Later Life Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Finance of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A, an Agreement from the City of Rockford, Resolution Exhibit B, an Agreement with Rockford Sexual Assault Counseling, Resolution Exhibit C, an Agreement with Prairie State Legal Services, Resolution Exhibit D, and an Agreement with Mercyhealth at Home, Resolution Exhibit E, for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-02150;

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, the above referenced Agreement with Remedies Renewing Lives, Inc., Agreement with the City of Rockford, Agreement with Rockford Sexual Assault Counseling, Agreement with Prairie State Legal Services, and Agreement with Mercyhealth at Home.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND THE CITY OF ROCKFORD

This First Amendment is made and entered into this - day of of 2023 by and between Winnebago County, Illinois (hereinafter the "County"), the 17th Judicial Circuit Court (hereinafter the "Court"), and the City of Rockford (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, the County and Court has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, the Parties desire to amend the Agreement from a full-time advocate position to a part-time position; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of the part-time .50 FTE Abuse in Later Life Advocate at the annual rate of \$20,997.60 and for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (\$4.41/month), Retirement (8.8%), for a total amount not to exceed \$31,443.38 over the term of this Agreement. The County agrees to pay Subcontractor for the mileage of the Abuse in Later Life Advocate at a rate up to .575 per mile up to 1,600.4 miles for a total amount not to exceed \$920.23 over the term of this Agreement.

3. Section 3(c) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of a supervisor of the Abuse in Later Life Advocate at a rate of \$54.70 per hour (calculated including fringe benefit costs) up to 52 hours for a total amount not to exceed \$2,844.40 for the term of this Agreement.

4. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
5. This First Amendment shall bind and benefit both Parties and any successor or assigns.
6. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

17TH JUDICIAL CIRCUIT COURT

By: _____

CITY OF ROCKFORD

By: _____

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND ROCKFORD SEXUAL ASSAULT COUNSELING

This First Amendment is made and entered into this day of 2023 by and between Winnebago County, Illinois (hereinafter the "County"), the 17TH Judicial Circuit Court (hereinafter the "Court"), and Rockford Sexual Assault Counseling (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, the County has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of Erica Engler at an hourly rate of \$43.07 up to 4.50 hours and Paula Peterson at a hourly rate of \$28.33 up to 20.50 hours and for counseling services at a hourly rate of \$25.00 up to 520 hours, for a total amount not to exceed \$13,774.59 for the term of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

17TH JUDICIAL CIRCUIT COURT

By: _____

ROCKFORD SEXUAL ASSAULT COUNSELING

By: _____

10/01/2022

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND MERCYHEALTH AT HOME

This First Amendment is made and entered into this - day of _ 2023 by and between Winnebago County, Illinois (hereinafter the "County"), the 17TH Judicial Circuit Court (hereinafter the "Court") and Mercyhealth at Home Adult Protective Services (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, the County and Court has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of Yvonne Anderson at an hourly rate of \$65.00 up to 4.50 hours and Courtney Miller at a hourly rate of \$45.00 up to 15 hours for a total amount not to exceed \$967.50 for the term of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

17TH JUDICIAL CIRCUIT COURT

By: _____

MERCYHEALTH AT HOME ADULT PROTECTIVE SERVICES

By: _____

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND PRAIRIE STATE LEGAL SERVICES

This First Amendment is made and entered into this day of 2023 by and between Winnebago County, Illinois (hereinafter the "County"), the 17TH Judicial Circuit Court (hereinafter the "Court") and Prairie State Legal Services (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, the County and Court has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of its attorneys at an hourly rate of \$81.25 up to 54 hours, for a total amount not to exceed \$4,387.50. Not more than 10% of the hours may be for the services of the Managing Attorney or Supervising Attorney for the supervision and administrative oversight of the Staff Attorneys. Up to 10% of said \$4,387.50 may be used for related litigating expenses required for such services.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

17TH JUDICIAL CIRCUIT COURT

By: _____

PRAIRIE STATE LEGAL SERVICES

By: _____

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND REMEDIES RENEWING LIVES

This First Amendment is made and entered into this day of 2023 by and between Winnebago County, Illinois (hereinafter the "County"), the 17th Judicial Circuit Court (hereinafter the "Court"), and Remedies Renewing Lives (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, the County has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of Becky Winstead at an hourly rate of \$37.35 up to 23 hours for a total amount not to exceed \$859.05 for the term of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

THE 17TH JUDICIAL CIRCUIT COURT

By: _____

REMEDIES RENEWING LIVES

By: _____

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago and Ogle Counties, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 24th day of February 2022 there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2022-34-O** and said resolution was so published on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 24th day of February 2022.

[SEAL]



LEGAL DIRECTOR AND *EX OFFICIO*
KEEPER OF THE RECORDS AND SEAL

ORDINANCE NO. 2022 - 34 - O**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD,
WINNEBAGO COUNTY AND OGLE COUNTY, ILLINOIS, THAT:**

By passage and approval of this Ordinance, the Mayor and Legal Director are hereby authorized to approve and execute the attached Agreement with Winnebago County and 17th Judicial Circuit Courts for Placement of an Abuse in Later Life Advocate through the Enhanced Training and Services to End Abuse in Later Life Program Grant. Winnebago County agrees to pay City for the advocacy services for a total amount not to exceed \$64,440, mileage for travel in the amount of \$1,495, and a Deputy Director to provide on hour per week of supervision in the amount of \$2,406.80 over the term of the Agreement. This position is one hundred percent grant funded.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

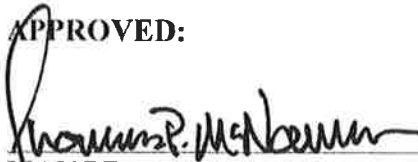
AYES: DURKEE, LOGEMANN, TUENBERG, FROST, TORINA, PRUNTY, WILKINS,
HOFFMAN, ROSE, BEACH, QUINONEZ, MEEKS, MCNEELY, BONNE

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED:



MAYOR

ATTESTED:

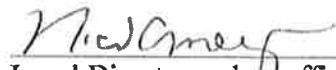

LEGAL DIRECTOR

PASSED: 2/22/22

APPROVED: 2/24/22

PUBLISHED: 2/24/22

ATTESTED and **FILED** in my office this 24th day of February, 2022, and published in pamphlet form this 24th day of February, 2022 by order of the City Council of the City of Rockford, Illinois.


Legal Director and ex officio
Keeper of the Records and Seal

**RECOMMENDED AND
APPROVED BY:**


NICHOLAS O. MEYER, Legal Director

AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND THE CITY OF ROCKFORD

This Agreement is made and entered into this 1st day of December, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and the City of Rockford with an address at 425 East State Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on December 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) The Abuse in Later Life Advocate will provide advocacy services and outreach to victims/survivors of domestic violence, sexual assault, stalking or elder abuse age 50 and older. The Abuse in Later Advocate will participate in outreach efforts to increase awareness of services provided, and participate in Coordinated Community Response (CCR) meetings, events, activities and trainings. The Abuse in Later Life Advocate will travel as necessary to provide services, outreach, attend meetings and fulfill duties of position. A supervisor of Subcontractor shall provide one hour of supervision for the Abuse Later Life Advocate per week.

Supplies will be provided to the Abuse in Later Life Advocate by the County and Court to the extent authorized under the terms of the Grant.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses an

the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Abuse in Later Life Advocate at the annual rate of \$42,000 and for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (flat rate), Life Insurance (flat rate), Health Insurance (flat rate) and Retirement (10.99%), for a total amount not to exceed \$64,440.00 over the term of this 11-month Agreement. The County agrees to pay Subcontractor for the mileage of the Abuse in Later Life Advocate at a rate up to .575 per mile up to 2,600 miles for a total amount not to exceed \$1,495.00 over the term of this 10-month Agreement.

(c) The County agrees to pay Subcontractor for the services of a supervisor of the Abuse in Later Life Advocate at a rate of \$54.70 per hour (calculated including fringe benefit costs) up to 44 hours for a total amount not to exceed \$2,406.80 for the term of this 10-month Agreement.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(f) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(g) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. Confidentiality: Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. Assurances: This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) Lobbying: Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within

thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. Relationship of Parties: It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. Assignment: Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. Indemnification: Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

City of Rockford
Attn: Jennifer Cacciapaglia
315 N. Main St.
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or

utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. Entire Agreement: This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.


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

19. Invalidity. If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

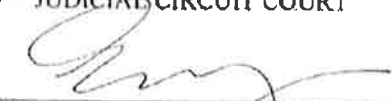
20. Headings: The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

CITY OF ROCKFORD


By: 
Thomas P. McNamara, Mayor of the City of Rockford

Exhibit A

Family Peace Center Budget Abuse in Later Life Grant Project FY 2021-2022 (10 months)			
Name of Consultant	Service Provided	Computation	Cost
Abuse in Later Life Advocate	Provide advocacy services, outreach, and attend meetings, events, activities and trainings.	\$42,000 annual salary: \$3,500 monthly x 10 months Fringe: FICA @7.65% \$2,677.50 Retirement @ 10.99% \$3,846.50 Workers Comp @ .28% \$98.00 Health Ins. (Flat Rate) \$22,750. Life Ins. (Flat Rate) \$34.00 Unemployment (Flat Rate) \$34.00 Fringe Total \$29,440.00 Salary & Fringe: \$64,440.00	\$35,000
	Travel necessary to provide advocacy and outreach and attend meetings, events, activities and trainings.	Up to .575 per mile x 2,600 miles	\$1,495.
Deputy Director	Provide one hour per week of supervision for the Abuse in Later Life Advocate.	\$72,634. annual salary: \$6,053. monthly x 10 months= \$60,530. Fringe: FICA @7.65% - \$4,630.55 Retirement @ 10.99%= \$6,652. Workers Comp @ .28%= \$169.48 Health Ins. (Flat Rate) - \$22,750. Life Ins. (Flat Rate)- \$34.00 Unemployment (Flat Rate)- \$34.00 Fringe Total: \$34,270.03 Salary & Fringe: \$94,800.03 /1,733 hours=\$54.70 hourly rate x 44 hours	\$2,406.80
Total			\$68,341.80

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

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Remedies Renewing Lives staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Becky Winstead at a hourly rate of \$37.35 up to 22 hours and Casey Bachochin at an hourly rate of \$25.63 up to 24 hours for a total amount not to exceed \$1,436.82 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and

passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives
Attn: Becky Winstead
220 Easton Parkway
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No

amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

19. **Invalidity:** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENEWING LIVES

By: Gary Halbach
Gary Halbach, Executive Director

Exhibit A

Remedies Renewing Lives			
Name of Consultant	Service Provided	Computation	Cost
Becky Winstead	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$37.35/hr x 22 hours	\$821.70
Casey Bachochin	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$25.63 x 24 hours	\$615.12
Consultant Subtotal			\$1,436.82

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND ROCKFORD SEXUAL ASSAULT
COUNSELING**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Sexual Assault Counseling, with an address at 4990 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Rockford Sexual Assault Counseling staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older. Subcontractor will provide up to 572 hours of individual and group counseling services for survivors of abuse in later life age 50 and older.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. Payment:

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Erica Engler at a hourly rate of \$43.07 up to 22 hours, Paula Peterson at a hourly rate of \$28.33 up to 30 hours and for counseling services at a hourly rate of \$25.00 up to 572 hours, for a total amount not to exceed \$16,097.44 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. Records:

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination;

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(c) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Rockford Sexual Assault Counseling
Attn: Erica Engler
4990 East State Street
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.


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

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD SEXUAL ASSAULT COUNSELING

By: 
Erica Engler, Executive Director

Exhibit A

Rockford Sexual Assault Counseling (RSAC)			
Name of Consultant	Service Provided	Computation	Cost
Erica Engler, Executive Director	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$43.07 x 22 hours	\$947.54
Paula Peterson, Legal Advocate	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$28.33 x 30 hours	\$849.90
Individual/ Group Counseling	Up to 572 hours of individual and/or group counseling	\$25.00 per hour x 572 hours= \$14,300.	\$14,300.
RSAC TOTAL			\$16,097.44

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Prairie State Legal Services, with an address at 303 N. Main Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Prairie State Attorneys shall provide up to a total of 104 hours of civil legal assistance for adults age 50 and older who are victims/survivors of domestic violence, sexual assault, stalking or elder abuse. Civil legal assistance can be provided in assisting with temporary or plenary order of protection, removal of abuser's name from a legal document or other legal assistance deemed necessary for the immediate safety of the survivor seeking services. The Managing Attorney of Prairie State Legal Services Rockford branch offices shall provide supervision and administrative oversight to Staff Attorneys who provide civil legal assistance through this grant program.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of its attorneys and an hourly rate of \$81.25, up to a total of 104 hours, for a total amount not to exceed \$9,295.00. Not more than 10% of the hours may be for the services of the Managing Attorney for the supervision and administrative oversight of the Staff Attorneys. *Up to 10% of said \$9,295.00 may be used for related litigation expenses required for such services. JUC. EOD*

(c) Subcontractor shall submit invoices quarterly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of quarterly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of its attorneys and an hourly rate of \$81.25, up to a total of 104 hours, for a total amount not to exceed \$9,295.00. Not more than 10% of the hours may be for the services of the Managing Attorney for the supervision and administrative oversight of the Staff Attorneys.

(c) Subcontractor shall submit invoices quarterly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of quarterly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor. However, in accordance with the Illinois Code of Professional Conduct, subcontractor shall have no obligation to disclose or produce any materials containing information relating to the representation of a client of Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or

demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Prairie State Legal Services
Attn: Jesse Hodierne
303 North Main Street
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

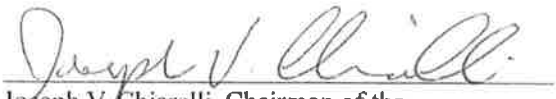
18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and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

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

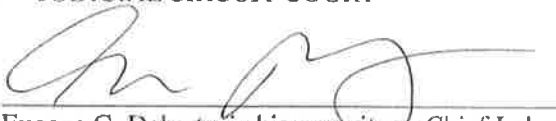
20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

PRAIRIE STATE LEGAL SERVICES

By: *Michael O'Connor*
Michael O'Connor, Executive Director

Exhibit A

Prairie State Legal Services			
Name of Consultant or Position	Service Provided	Computation	Cost
Staff Attorneys	Civil Legal Services	\$81.25 per hour x 2 hours per week for a total of 104 hours $\$81.25 \times 104 = \$8,450.$	\$8,450.
Attorney Jesse Hodierne or Managing Attorney	Supervision of Staff Attorneys/Civil Legal Services	10% of Staff Attorney's cost allocated for supervision	\$845.
Consultant Subtotal			\$9,295.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND MERCYHEALTH AT HOME**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Mercyhealth at Home Adult Protective Services, with an address at 4223 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Mercyhealth at Home Adult Protective Services staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, events and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Yvonne Anderson at a hourly rate of \$65.00 up to 14 hours and Courtney Miller at a hourly rate of \$45.00 up to 30 hours for a total amount not to exceed \$2,260.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make

audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. **Termination:**

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(c) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Mercyhealth at Home
Attn: Vice President
4223 East State Street
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

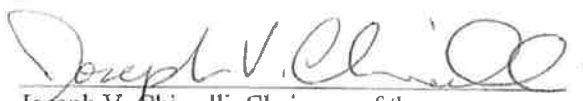
18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and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

19. **Invalidity:** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

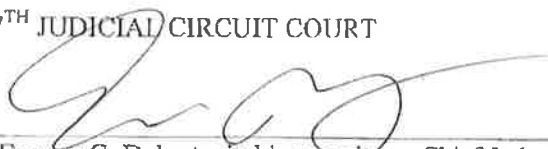
20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

MERCYHEALTH VISITING NURSES ASSOCIATION, INC.

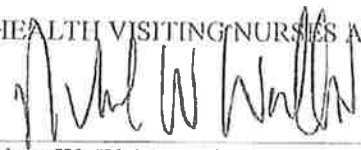
By: 
Robert W. Walters, Vice President of Home Care

Exhibit A

Mercyhealth at Home – Adult Protective Services			
Name of Consultant	Service Provided	Computation	Cost
Yvonne Anderson, Supervisor of Adult Protective Services	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$65.00/hr x 14 hours	\$910.00
Courtney Miller	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$45.00 x 30 hours	\$1,350.00
Consultant Subtotal			\$2,260.00

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, January 17, 2023

Resolution Title:

(23-001) Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale

County Code: PWC Resolution #23-001

Board Meeting Date: Thursday, January 26, 2023

Budget Information:

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

Background Information:

Once or twice per year we do this to dispose of surplus vehicles/equipment. Per County's purchasing ordinance, the County Board has to authorize the disposal of said surplus equipment, which may be obsolete or no longer needed for public use.

We will try to sell the equipment via auction and proceeds will be deposited into the County Highway fund (461).

Recommendation:

Approval is recommended.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-

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

**RESOLUTION DECLARING AS SURPLUS HIGHWAY DEPARTMENT
VEHICLES AND EQUIPMENT AND AUTHORIZING SALE**

WHEREAS, the Winnebago County Highway Department owns vehicles and equipment; and

WHEREAS, the Winnebago County Highway Department has determined that the vehicles and equipment identified in Exhibit 1 attached are not needed; and

WHEREAS, in accordance with Purchasing Ordinance Section 2-364: Surplus and Obsolete Supplies in the Winnebago County Code, before any piece of equipment can be sold by the County it must be declared as surplus, having no further public use by the County; and

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the equipment listed in the attached Exhibit 1 is declared as surplus and not required for public use and that the Winnebago County Director of Purchasing is hereby authorized to sell the above cited equipment, pursuant to the Winnebago County Code; and

BE IT FURTHER RESOLVED that the Winnebago County Highway Department and the Director of Purchasing are authorized to negotiate a sale and sell such surplus vehicles and equipment to any agency willing to purchase the vehicles and equipment; and

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set forth herein; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

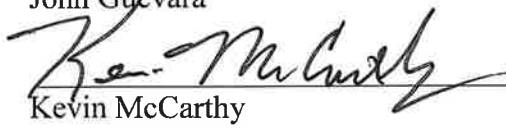
Jim Webster

John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

The 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

ATTEST:

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

Exhibit 1

Surplus and Obsolete Equipment January 26, 2023

- 1) 91 – 2018 Ford F-150
- 2) 313 – 2000 John Deere KV250 Skid Steer
- 3) 377 – 2005 Volvo BL70 Backhoe
- 4) BW517 – Bush Hog Batwing deck mower



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, January 17, 2023

Resolution Title:

(23-002) Resolution Authorizing the Execution of a Local Public Agency Agreement with IDOT for a SPR Grant (Section: 22-00707-00-ES)

Total Cost: \$668,900 (100% reimbursable)

County Code: PWC Resolution #23-002

Board Meeting Date: Thursday, January 26, 2023

Budget Information:

Was item budgeted?	yes	Appropriation Amount:	\$300,000 (FY 23)
If not, explain funding source:			
ORG/OBJ/Project Code:		Budget Impact:	0

Background Information:

The Highway Dept. applied and received a Statewide Planning and Research (SPR) grant for data collection and public asset management. Three other local agencies are also participating in this grant for which an IGA was approved by the County Board on 12/22/2022 (resolution # 22-040). This resolution is to authorize the funding agreement with the State.

Recommendation:

Approval is recommended.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY AGREEMENT WITH IDOT FOR A SPR GRANT
(SECTION 22-00707-00-ES)**

WHEREAS, the Winnebago County Highway Department applied to the State of Illinois Department of Transportation for Federal Funds under the Statewide Planning and Research program (SPR) to perform data collection and extraction services and to implement a GIS-centric asset management system; and

WHEREAS, the total estimated cost for the project is \$668,900.00 with the County being selected to receive a not to exceed amount of \$535,120.00 in federal funds for said project and the federal funds represents 80% of the estimated total project cost; and

WHEREAS, the federal fund source typically requires a match of local funds; however, due to the participation in this project by the City of South Beloit and Rockford Township, both of which have significant areas classified as low income or minority population, \$133,780.00 of state funds, representing 20% of the estimated total project cost, is being provided by the State of Illinois and no local funds will be required to be put towards this project; and

WHEREAS, it would be in the public interest to enter into the attached Local Public Agency Agreement for Federal Participation to perform data collection and extraction services and to implement a GIS-centric asset management system.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Agreement; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman



Angela Fellars



Chris Scrol



Jim Webster

John Penney

John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

ATTEST:

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



**Illinois Department
of Transportation**

Agreement, Amendment or Renewal Overview



03.028.0041

To Yangsukim,HollyBieneman,VickiWilson,OmerOsman	From Aundra Williams	IDOT Reference Number 23-1439-38293
Subject Request For Agreement Approval over \$250,000		Date 12/21/22

AGREEMENT INFORMATION

Office Planning & Programming	District / CO 	Bureau Planning															
BoBS Contact Person Yvonne Sigrist	Phone Number (217) 524-3178	Fax Number (217) 782-5634															
Description of Service WCHD Asset Data Collection & AMS-County of Winnebago																	
Project in Relation to The State Planning and Research Program funds are federal funds for States' statewide planning and research activities.																	
Description of Action required Executive Signatures for Grant Execution																	
<input checked="" type="checkbox"/> Initial Legal Review for Grant/IGA/Renewal/Amendment as to Form Completed By <u>Matthew D. Dougherty</u> <input type="checkbox"/> Financial Disclosures Reviewed as to Form Completed By _____																	
Fiscal Year(s) FY23	Amount Being Obligated \$668,900.00	Start Date 12/01/2022 End Date 12/31/2025 NOSA / SAIN Number 1439-38293															
Appropriation Account Code 011-49407-1900-2000 (State) 011-49407-1900-1000 (Federal)																	
Compensation Method (Check One): <input checked="" type="checkbox"/> Estimated <input type="checkbox"/> Lump Sum <input type="checkbox"/> Schedule of Rates <input type="checkbox"/> Flat Rate		<table border="1"> <thead> <tr> <th></th> <th>Dollars</th> <th>Match %</th> </tr> </thead> <tbody> <tr> <td>Local</td> <td></td> <td></td> </tr> <tr> <td>Federal</td> <td>\$535,120.00</td> <td>80%</td> </tr> <tr> <td>State</td> <td>\$133,780.00</td> <td>20%</td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table>		Dollars	Match %	Local			Federal	\$535,120.00	80%	State	\$133,780.00	20%	Other		
	Dollars	Match %															
Local																	
Federal	\$535,120.00	80%															
State	\$133,780.00	20%															
Other																	
Agreement Type (Attach a copy of agreement documents & appropriate approvals) <input checked="" type="checkbox"/> UGA <input type="checkbox"/> UIGA <input type="checkbox"/> IGA <input type="checkbox"/> MOU <input type="checkbox"/> IAA <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Other _____																	

Grantee / Recipient			
Name County of Winnebago		Address 404 Elm Street, Suite 533	
City Rockford	State IL	Zip Code 61101	Total Estimated Value of the Agreement \$668,900.00
Contact Person Matt Fox	Phone Number (815) 319-4027	Fax Number 	GATA Reg # 678151
Email mfox@wincoil.us			

REMARKS (List below or attach an additional sheet) A Copy of the Fully Executed Agreement will be sent to the Program Area and the Grantee.	Approval Recommended By Bureau Chief _____ Date _____
---	--

Please send to: Melanie Turner/Room 303

GRANT AGREEMENT**BETWEEN****THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION****AND****COUNTY OF WINNEBAGO**

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield, IL 62764,
 and County of Winnebago (Grantee) with its principal office at 404 Elm Street, Suite 533, Rockford, IL 61101,
 and payment address (if different than principal office) at Same
 hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS**RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I**AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 010243822 is Grantee's correct DUNS Number, SBEVXUKXKGK3 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 366006681 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$668,900.00, of which \$535,120.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is ASCU(510), the federal awarding agency is Federal Highway Administration, and the federal award date is 07/01/22. If applicable, the Assistance Listing Program Title is Highway Planning & Construction and the Assistance Listing Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439/1437, and the CSFA Name is Statewide Planning and Research Funds (SPR). The State Award Identification Number is 1439-38293.

1.4 Term. This Agreement shall be effective on 12/01/22 and shall expire on 12/31/25 (the "Term"), unless terminated pursuant to the Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

County of Winnebago

By: 
Signature of Omer Osman, Secretary of Transportation

By: 
Signature of Authorized Representative

Date: 12/21/2022 | 9:41 AM CST

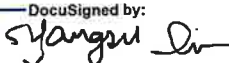
Printed Name: Joseph Chiarelli

Printed Title: County Board Chairman

Email: jciarelli@wincoil.us

By: _____
Date: 12/28/2022 | 9:51 AM CST
Printed Name: _____
Printed Title: _____

Designee

By: 
Signature of Yangsu Kim, Chief Counsel

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

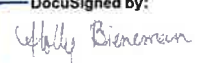
By: _____
Date: 12/24/2022 | 8:05 AM CST
Printed Name: _____
Printed Title: _____

Designee

By: 
Signature of Vicki Wilson, Chief Financial Officer

By: _____
Date: 12/28/2022 | 9:48 AM CST
Printed Name: _____
Printed Title: _____

Designee

By: 
Signature of Holly Bieneman, Director of OPP

By: _____
Date: 12/28/2022 | 9:41 AM CST
Printed Name: _____
Printed Title: _____

Designee

By: _____
Signature of Fourth Other Approver's Name and Title

Date: _____
Printed Name: _____
Printed Title: _____

Designee

ARTICLE II

REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5 Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 III. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 III. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO**, or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or, to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8 **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1 **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1 **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2 **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the

cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% Indirect Cost Rate. 2 CFR 200.414(f).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.10 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either state or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a-2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 **Close-out Reports.**

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3 **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill.Admin.Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g. through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**, 2 CFR 200.301; 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c.); 44 Ill.Admin.Code 7000.90.

15.2 **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill.Admin.Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3 **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill.Admin.Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) if the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.4 **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.5 **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6 **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII

SUBCONTRACTS/SUB-GRANTS

17.1 **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2 **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b) (2).

17.3 **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1 **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only), or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 **Failure to Provide Notification.** To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 **Circumstances Affecting Performance; Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1 **Copies upon Request.** Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1 **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2 **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State, including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3 **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 **Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2 **Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3 **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5 **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV

INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV

LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI

MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rules shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number

494-00-1439/1437

NOSA/SAIN Number

1439-38293

GATA Registration Number

678151

Scope of Services

With the announcement of the Statewide Planning and Research funds, Winnebago County contacted most of the communities in Winnebago County and to all the urban Townships to see if there was interest in applying for funding to collect data on agency assets. Four agencies responded and three, the City of South Beloit, Rockford Township, and the Village of Winnebago, committed to participating with the Winnebago Highway Department on the application.

The City of South Beloit maintains approximately 68 centerline miles. Rockford Township maintains approximately 150 centerline miles. The Village of Winnebago maintains 25 centerline miles. WCHD maintains approximately 300 centerline miles. Each agency has many right-of-way (ROW) assets that it is responsible to maintain. These assets include, but are not limited to, street signs, culverts, bridges, guardrail, driveway culverts, storm sewer and inlets, traffic signals, streetlights, pavements, fire hydrants, etc. Some of these assets have been manually located and entered a GIS system; however, this manual process is time consuming, unsafe, and inefficient. Prioritizing maintenance and repairs or replacement becomes challenging when basic information such as quantity, type, age, condition or even location means searching through paper plans or files or even a field trip to the asset in question.

With this grant, WCHD, City of South Beloit, Rockford Township, and the Village of Winnebago will safely and efficiently collect location information and pertinent attribute data for various assets that will be entered into a GIS system. WCHD, City of South Beloit, Rockford Township, and the Village of Winnebago will purchase rugged / heavy duty field tablets to facilitate the maintenance of asset information going forward. WCHD will deploy software and a GIS based Asset Management System (AMS) to assist with the tracking of asset conditions and the prioritizing of maintenance to facilitate a more efficient and effective means of maintaining ROW assets.

EXHIBIT B
DELIVERABLES OR MILESTONES

Deliverable:

This project will result in completed new and existing inventories of various ROW assets deliverable in GIS files. These files will be hosted on existing WINGIS server(s) and will be available to all WINGIS members (WINGIS is a consortium agency consisting of several municipalities and utilities in Winnebago County). WINGIS staff will make the new layers available on existing web maps and servers. WCHD maintains 300 centerline miles which are divided into 5 patrols. This project will deliver a heavy duty tablet to each patrol and to two foreman for maintenance operations going forward. The City of South Beloit has five departments and a heavy duty tablet will be delivered to each department head and to the administrator. Rockford Township has one deputy township commissioner and a heavy duty tablet will be delivered to the commissioner. A heavy duty tablet will also be delivered to the Village of Winnebago Public Works Director. The project will deliver to WCHD, two ESRI software extensions for use in ArcMap Desktop. One is the Spatial Analyst extension and the other is the 3D Analyst extension. This software will be used by WCHD staff to perform watershed analysis. The project will also result in an asset management system (AMS) being implemented to aid WCHD in the condition rating, tracking and prioritizing of maintenance, repairs, work orders, aspects of budgeting and other items associated with maintaining county ROW assets.

Deliverables should be submitted to:
Illinois Department of Transportation
Bureau of Planning
Attention: Wendy Sheppard
2300 S. Dirksen Parkway, Room
Springfield, IL 62764
Wendy.Sheppard@illinois.gov

EXHIBIT C PAYMENT

Grantee shall receive \$668,900.00 under this agreement.

Enter specific terms of agreement here:

Federal Funds: \$535,120.00
State Match Funds: \$133,780.00
Grantee Local Match Funds: \$0.00

This Agreement and period of performance are for the term of 12/01/2022 - 12/31/2025. The Grantee shall receive \$535,120.00 in Federal Funds and \$133,780.00 in State Funds, if applicable, under this Agreement.

Total invoices to be submitted under this Agreement and during the Agreement term shall not exceed the the total Agreement amount as specified above without a fully executed Amendment to this Agreement.

I. Invoices. Part One

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/ Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Finance Unit in order to receive reimbursement. Any invoices issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Unit at:

Illinois Department of Transportation
Office of Planning and Programming
Attention: Finance Unit
2300 S. Dirksen Parkway, Room 318
Springfield, IL 62764
email: dot.opp.finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

- a. The submittal must include:
 - i. Cover letter to the C-13
 1. The cover letter shall state the Obligation Number, Agreement Project Name, and Source of Funding being requested i.e. FHWA PL.
 - ii. Requests for reimbursement must be requested on Illinois Comptroller form C-13
 1. The C-13 shall include the following
 - a. Obligation Number
 - b. Date range of work completed (i.e. 1/1/2021 - 1/31/2021)
 - c. Short description of work completed
 - d. Indication of total amount of federal and matching funds expended
 - iii. Back up documentation which may include payroll and expenditure reports must be submitted with each invoice
 - iv. Signature certification by the Grantee's Finance Officer of accurate expenses
 - v. Expenditure and Progress Report shall include
 1. Percentage of work completed and amount requested per line item for invoice period.
 2. Identification of expenditures by work task.

III. Progress Reports are required under 23 CFR 420.17. State and Federal regulations require:

- a. Reports shall be submitted to the Grantor contact 30 days after the end of the reporting period.
- b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.

IV. Year-End Report. At the end of the State Fiscal Year (SFY) a Year-End report should include a summary of work

completed and a list of deliverables that were completed.

V. IDOT Project Manager Review and Approval.

- a. Upon submittal of an invoice, the IDOT Project Manager shall review and check:
 - i. Mathematical accuracy.
 - ii. That requested reimbursement is consistent with items included in the approved scope.
 - iii. That total amount invoiced is proportional to total amount budgeted.
 - iv. Expenditures for each line item is less than or equal to the budgeted amount.
 - v. Completion of the work being invoiced.
- b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue in order to allow for invoice processing. This may require the submission of a new or corrected invoice by the Grantee.
- c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If invoice is rejected or contains errors, the invoice will not be sent to the Illinois Comptroller until it is revised, corrected AND approved by the IDOT Project Manager.

VI. Grantor Finance Unit Approval.

- a. Once approved by IDOT Project Manager, the Finance Unit shall submit invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards to the Illinois Comptroller.

VII. Payment.

- a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- b. If approved by the IDOT Project Manager, payment is generally made within 15 days of receiving a complete invoice.

VIII. Indirect Cost Rate Eligibility.

- a. Indirect cost rate shall be referred to as "indirect cost rate", "rate(s)", or "ICR" throughout the language in this grant agreement.
- b. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:
 - i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.
 - ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement if the rate for the corresponding fiscal year is not finalized before the execution of said grant agreement in which the provisional rate is being requested.
 - iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).
- c. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year. It is the Grantee's responsibility to ensure rate is finalized and recognized by the Grantor prior to end of the grant year.
 - i. If the Grantee provisional rate is finalized at a higher rate, the grantee can request an amendment to the agreement. The Grantee is permitted one such request per grant agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate. Consideration and authorization will not be unduly withheld.
 - ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate. If the Grantee makes the Grantor aware of the lower rate, and the Grantor fails process an amendment to the agreement to lower the rate prior to the grant's expiration, the Grantor shall not seek reimbursement from the Grantee. However, if the Grantee fails to notify the Grantor of the reduced rate, the Grantor may seek reimbursement from Grantee as outlined in section iv below.
 - iii. Any overpayments of indirect cost shall be resolved by one of the following:
 1. Grantee shall issue refund payment to IDOT for the total amount of the overage,
 2. Grantee shall recognize overage on future invoices and off-set the amount due to the Grantee by the overage amount,

3. Grantee and Grantor shall mutually agree to a repayment process that is not unduly restrictive. The repayment agreement shall be documented and retained in file.

Overpayments shall be calculated and determined by Grantor with notification to Grantee

iv. If provisional indirect cost rates are not finalized three (3) months prior to the end of this agreement term, the GRANTOR may seek repayment of all indirect costs that were issued under the provisional rate. The overage will be off set through the remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a reimbursement statement to the GRANTEE.

d. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this grant agreement.

e. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Exhibit C subsection VI of this agreement.

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 CONTACTName: Wendy SheppardTitle: Mapping and Information Service Unit ChiefAddress: 2300 S. Dirksen Parkway, Springfield, IL 62764Phone: 217.970.0113TTY#: N/AFax#: N/AEmail Address: Wendy.Sheppard@Illinois.gov**GRANTEE CONTACT**Name: Matt FoxTitle: Senior Civil EngineerAddress: 404 Elm Street, Suite 533, Rockford, IL 61101Phone: 815.319.4027TTY#: N/AFax#: N/AEmail Address: mfox@wincoil.us**Additional Information:**

Office of Planning and Programming
Bureau of Planning - Finance Unit
2300 S. Dirksen Parkway
Room 318
Springfield, IL 62764
dot.opp.finance@illinois.gov

EXHIBIT E
PERFORMANCE MEASURES

For the sake of this Agreement, performance measures will be based on the Performance Standards contained in Exhibit F as well as Grantee's submittals and will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement.

The Grantee shall:

1. Submit accurate and timely invoices at a minimum, quarterly.
2. Promptly respond to inquiries by Grantor.
3. Promptly notify Project Manager identified in Exhibit D of project delays and cause of said delays.
4. Completion of the BOBS 2832 form as required in PART TWO - THE GRANTOR-SPECIFIC TERMS, Reporting.
5. Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT F
PERFORMANCE STANDARDS

For the sake of this Agreement, Performance Standards have been established by the Department to ensure the Grantee has adequate systems in place to meet the requirements contained in this Agreement.

The Grantee shall:

1. Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
 - a. Written policies and procedures to guide program delivery
 - b. Internal controls
 - c. Has the financial match, if required
 - d. Has or will have all required audits completed and submitted in a timely manner.
2. Have adequate staff or have the capacity to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.
3. Has resolved or is working to resolve and close audit and/or programmatic findings, delays in delivery of prior year agreements, issues of non-compliance and any Project Manager identified issues.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

FISCAL AND ADMINISTRATIVE RISK:

None Identified

PROGRAMMITIC RISK:

None Identified

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.**A. Code of Conduct**

1. **Personal Conflict of Interest** - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. **Organizational Conflict of Interest** - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel – The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 12/01/22 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 09/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

☒ **Renewal.** This Agreement may not be renewed.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances.

The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations, U.S. DOT regulations and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws.

Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the

Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.

Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102 , 49 CFR Part 18.32, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause.

The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is

debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS)

project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21)and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D). As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed,

national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101 (b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and

- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (1-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

Buy America. As set forth in 49 U.S.C 5323U) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

PPreference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

None Identified.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

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

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our 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 statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary (continued)

Option (2a): The applicant 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. The applicant 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 by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant 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:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant 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:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely. The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately. The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared. Each section of the budget should be in outline form, listing line items under major headings and subheadings. Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

Salaries should be comparable to those within the applicant organization. If new staff is being hired, additional space and equipment are considered, as necessary. If the budget lists an equipment purchase, it is the type allowed by the agency. If additional space is rented, the increase in insurance is supported. If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§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.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Winnebago County Highway Department

Notice of Funding
Opportunity (NOFO) Number: 1439-1327

Data Universal Number System (DUNS) Number (enter numbers only) : 010243822

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439/ 494-00-1437

CSFA Short Description: Statewide Planning & Research / State Planning Funds

Section A: State of Illinois Funds

Fiscal Year: 23

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	668,900.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	224,500.00
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	434,400.00
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	10,000.00
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	668,900.00
17. Total Indirect Costs	200.414	\$	
Rate %: <input style="width: 150px;" type="text"/>			
Base: <input style="width: 150px;" type="text"/>			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	668,900.00

Instructions
found at end of
document.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Winnebago County Highway Department

NOFO Number: 1439-1327

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 in area designated below.)**

Your organization may **not** have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the 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 for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) 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 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 (NICRA) 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 no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you 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 or 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) and 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.]**

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - ☐ complies with other statutory policies.

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 Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Winnebago County Highway Department

NOFO Number: 1439-1327

Section B: Non-State of Illinois Funds

Fiscal Year: 23

REVENUES			Total Revenue
Grantee Match Requirement %:	14.16	(Agency to Populate)	
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate %:	<input style="width: 100%;" type="text"/>		
Base:	<input style="width: 100%;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Winnebago County Highway DepartmentNOFO Number: 1439-1327Data Universal Number System (DUNS) Number (enter numbers only): 010243822Fiscal Year: 23Catalog of State Financial Assistance (CSFA) Number: 494-00-1439/ 494-00-1437CSFA Short Description: Statewide Planning & Research / State Planning Funds

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).

Winnebago County

Institution/Organization Name:

Chief Financial Officer

Title (Chief Financial Officer or equivalent):

David Rickert

Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):

10-17-2022

Date of Execution (Chief Financial Officer):

Winnebago County

Institution/Organization Name:

County Board Chairman

Title (Executive Director or equivalent):

Joseph Chiarelli

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

10/17/22

Date of Execution (Executive Director):

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 onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 010243822		Sub-recipient Parent Company DUNS: Winnebago of County, Illinois	
Sub-recipient Name: Winnebago County Highway Department			
Sub-recipient DBA Name: Winnebago County			
Sub-recipient Street Address: 424 North Springfield Avenue			
City: Rockford	State: IL	Zip-Code: 61101	Congressional District: 16 and 17
Sub-recipient Principal Place of Performance: 424 North Springfield Avenue			
City: Rockford	State: IL	Zip-Code: 61101	Congressional District: 16 and 17
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
	\$668,900.00	Dec 1, 2022	Dec 31, 2025
State of Illinois Awarding Agency and Project Detail Description:			
Illinois Department of Transportation (IDOT) Statewide Planning and Research (SPR) for data collection of assets and asset management system.			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input checked="" type="checkbox"/> If No, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and 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.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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 fringe benefit rate used 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.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
State Total					
			%		Add Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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 consultant 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.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)							



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
Rugged / Heavy Duty Field Tablets - Winnebago Cnty	7	\$2,900.00	\$20,300.00	Add Delete
Rugged / Heavy Duty Field Tablets - C of South Beloit	6	\$2,900.00	\$17,400.00	Add Delete
Rugged / Heavy Duty Field Tablets - Rockford Twp	1	\$2,900.00	\$2,900.00	Add Delete
Rugged / Heavy Duty Field Tablets - Village of Winneb	1	\$2,900.00	\$2,900.00	Add Delete
Software (ESRI Spatial analyst & ESRI 3D analyst)	1	\$6,000.00	\$6,000.00	Add Delete
Asset Management Software - Winnebago County	1	\$175,000.00	\$175,000.00	Add Delete
State Total			\$224,500.00	
				Add Delete
Non-State Total				
Total Equipment			\$224,500.00	

Equipment Narrative (State):

Rugged / Heavy Duty Field Tablets will be used by field personnel to locate, inspect, and maintain asset data. ESRI software extensions will be used by the County to extract 3D data and information for use in such things as watershed analysis for pipe culvert replacements, etc. Asset Management software will be used by the County to assist management in locating, prioritizing, tracking, and budgeting asset maintenance and repairs.

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : 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 sub-recipient for the sub-recipient 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 supplies, expendable materials, or data processing services in support of the project activities.

	Item	Contractual Services Cost	Add/Delete Rows	
			Add	
			Delete	
	State Total			
			Add	
			Delete	
	Non-State Total			
	Total Contractual Services			
Contractual Services Narrative (State):				
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")				



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
Data Collection - Winnebago County	Collect & extract field data into GIS	\$800.00	Mile	300	\$240,000.00	Add Delete
Data Collection - City of South Beloit	Collect & extract field data into GIS	\$800.00	Mile	68	\$54,400.00	Add Delete
Data Collection - Rockford Township	Collect & extract field data into GIS	\$800.00	Mile	150	\$120,000.00	Add Delete
Data Collection - Village of Winnebago	Collect & extract field data into GIS	\$800.00	Mile	25	\$20,000.00	Add Delete
State Total					\$434,400.00	
						Add Delete
NON-State Total						
Total Consultant Services (Fees)					\$434,400.00	

Consultant Services Narrative (State):

The consultant will drive the mileage for Winnebago County, City of South Beloit, Village of Winnebago, and Rockford Township and capture and extract asset location and attribute information utilizing 360 degree lidar and spherical imagery.

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
							Add Delete
NON-State Total							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
Total Consultant Expenses							
Consultant Expenses Narrative (State):							
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. **NOTE:** This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
Asset Management System (AMS) Training	1	Lump Sum	\$10,000.00	1	\$10,000.00	Add Delete
State Total					\$10,000.00	
						Add Delete
NON-State Total						
Total Training and Education					\$10,000.00	

Training and Education Narrative (State):

This item will train WCHD staff to use and implement the AMS.

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item

Delete Grant Exclusive Line Item



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
			\$0.00	Add Delete
State Total			\$0.00	
			\$0.00	Add Delete
Non-State Total			\$0.00	
Total Indirect Costs			\$0.00	
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$224,500.00		\$224,500.00
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$434,400.00		\$434,400.00
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education	\$10,000.00		\$10,000.00
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	\$0.00	0.00	\$0.00
State Request	\$668,900.00		
Non-State Amount			
TOTAL PROJECT COSTS			\$668,900.00



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Winnebago County Highway Department

Notice of Funding
Opportunity (NOFO) Number: 1439-1327

Data Universal Number System (DUNS) Number (enter numbers only) : 010243822

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439/ 494-00-1437 CSFA Short Description: Statewide Planning & Research / State Planning Funds

Fiscal Year(s): FY23-FY26

Initial Budget Request Amount: \$668,900.00

Prior Written Approval for Expense Line Item: N/A

Statutory Limits or Restrictions: N/A

Checklist: N/A

Final Budget Amount Approved: \$668,900.00

<u>Program Approval Name</u>	<u>Program Approval Signature</u>	<u>Date</u>
<u>Dianne Seck</u>	<u>Dianne Seck</u>	<u>11/9/2022</u>
Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date

Budget Revision Approved: _____

<u>Program Approval Name</u>	<u>Program Approval Signature</u>	<u>Date</u>
<u>Fiscal & Administrative Approval Signature</u>	<u>Fiscal & Administrative Approval 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.

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Public Safety and Judiciary Committee
Committee Date: January 18, 2023
Resolution Title: Resolution Awarding Off-Site Administrative Medical Claims Services
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	n/a
If not, explain funding source:			
ORG/OBJ/Project Code:		40115-43150	Budget Impact: n/a

Background Information:

The Winnebago County Sheriff's Office Correction's Bureau receives medical bills from inmates for providers. The department is in need of hiring a company that can offer the professional service of administering a program for inmate medical billing and that is familiar with the invoicing process and negotiating rates with providers.

Heritage Health Solutions, Inc. is a national company that specializes in providing Federal and State prisons and local County jails with off-site medical claims administration.

Recommendation:

The Captain of the Corrections Bureau recommends awarding a professional services agreement to Heritage Health Solutions, Inc. for processing inmate medical claims.

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

Follow-Up:

Purchasing staff will route professional services agreement for signatures.

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

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

Resolution Awarding Off-Site Administrative Medical Claims Services

WHEREAS, the Winnebago County Sheriff's Office Correction's Bureau requires the use of a licensed provider to manage medical claims incurred by jail inmates during off-site healthcare visits and to negotiate contracted rates with local hospital providers; and,

WHEREAS, the Winnebago County Sheriff's Office Correction's Bureau has been processing inmate medical claims using departmental staff; and,

WHEREAS, Heritage Health Solutions is a national company that specializes in providing Federal and State prisons and local County jails with off-site medical claims administration; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal, Resolution Exhibit A, for the aforementioned services and recommends awarding a Professional Services Agreement, Resolution Exhibit B, to provide off-site administrative medical claims services as follows:

HERITAGE HEALTH SOLUTIONS, INC.
750 CANYON DRIVE SUITE 120
COPPELL, TEXAS 75019

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, a services agreement, similar in language to Resolution Exhibit B, with HERITAGE HEALTH SOLUTIONS, INC., 750 CANYON DRIVE, SUITE 120, COPPELL, TEXAS 75019.

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

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

JOSEPH 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



HERITAGE
HEALTH
SOLUTIONS

750 Canyon Dr Suite 120

Coppell, TX 75019

(615) 390-2062

heritagehealthsolutions.com

RESOLUTION EXHIBIT A

Heritage Health Solutions Proposal for: Winnebago County Sheriff's Office

Date: November 29, 2022

Prepared by: John Masella

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off site medical claims.
- Heritage will negotiate with local providers to participate in our Heritage Network.
- Heritage will pay providers at our negotiated contract rates.
- Heritage will pay providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's claims.
- Heritage will provide a toll-free phone line with customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the county and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will work in concert with the County to establish a Standard Operating Procedure (SOP) to address day-to-day procedures for processing medical claims and submit it to County representatives for approval.

Reporting:

- Standard and Ad Hoc reporting will be provided
- Data management and exchange including eligibility files and off-site authorization files
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly Check Register with each monthly invoice that indicates the claims being paid to providers during that check cycle, along with the amount paid to each provider.
 - Heritage is also amenable to producing two check cycles each month to facilitate paying providers twice monthly if the County is amenable to funding the payments twice monthly. Heritage would send a check register to the County for review, County funds the designated account, Heritage pulls funds from the designated account and pays providers. Heritage would still produce and send invoices to the County monthly.

The Monthly Paid Claim Invoice Report will include all claims paid in the claim cycle with supporting detail including:

- | | | | |
|----------------|----------------------|----------------------------|------------------|
| • Claim Number | • Member
DOB | • Primary
Diagnosis | • Billed Amount |
| • Member Name | • Provider
Name | • Diagnosis
Description | • Invoice Amount |
| • Member ID | • Provider
Tax ID | • Date(s) of service | |

The Quarterly Utilization and Cost Review will include, but is not limited to:

- Admissions by Hospital Provider
- Inpatient Admissions and Days by Hospital Provider with quarterly trending
- Average Cost Per Admission with trending by quarter and/or Fiscal Year
- Number of Emergency Department runs by quarter and/or Fiscal Year
- Number of Emergency Department runs by diagnosis
- Number of Emergency Department runs by provider facility
- Total claims processed, Billed Charges, Invoiced amount, and Savings for period
- High-Cost claims Report includes claim detail for all claims in the period that exceed a mutually agreeable cost.
- Heritage account manager will review the quarterly report with County staff either over the phone or in person to review spending trends and opportunities for additional savings as well as answer any questions that may arise.

Performance Requirements

1. Heritage will provide the County with an invoice, with accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register showing all paid claims.
2. Heritage shall pay providers within two (2) business days from receipt of payment from the County.
3. Heritage's Customer Care Call Center will maintain the following minimum standards:
 - a. Average Speed of Answer 30 Seconds
 - b. Abandonment Rate 4%

PRICE OFFERING

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

- Processing Fee per claim: Fully Processed and Denials\$50.00



Certification of
Organizational
Management
Expires 10/01/2023

RESOLUTION EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of the _____ day of _____ (the "Effective Date") between Heritage Health Solutions Inc, a Texas Corporation, ("Heritage"), having its principal office located at 750 Canyon Dr., Coppell, TX 75019, and the County of Winnebago, Illinois ("County"), located at 404 Elm Street, Rockford, IL 61101. Heritage and County may each be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Heritage has considerable expertise in providing off-site administrative healthcare services described in Attachment A (the "Services"); and

WHEREAS, the County desires to employ Heritage to provide administrative healthcare services of certain medical care and prescription plan services not provided at the jail facilities for inmates at the County; and

WHEREAS, Heritage is able and agreeable to provide the County the administrative healthcare services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The initial term of this Agreement shall commence on the date first written above and shall continue for a period of three (3) years (the "Initial Term"). All fees and rates shall remain the same for the Initial Term of the Agreement. Upon completion of the Initial Term, all fees and rates may be subject to an increase by the same rate as the CPI for the previous twelve (12) months. Unless otherwise agreed to in advance and in writing by both parties for the subsequent renewal term, the fees and rates shall remain the same. Unless either party gives the other written notice within sixty (60) days of expiration of the Initial Term, this Agreement will automatically renew for an additional two (2) years unless earlier terminated pursuant to paragraph 5 of this Agreement.
2. **Scope of Services.** Heritage agrees to perform the Services described in Section III of Attachment A ("Services"). The intervals at which the Services will be provided and other details regarding the Services are set forth in the attachments to this Agreement.
3. **Preferred Provider.** Heritage is County's preferred provider for those Services identified as preferred in Attachment A ("Preferred Services"). County agrees to purchase from Heritage all of its requirements for the Preferred Services during the term of this Agreement.
4. **Price and Payment.** a. Prices for the Services are listed in Attachment B ("Price Offering"). Applicable taxes and similar assessments are not included in the prices and will be billed separately on County's invoice. The County is tax exempt. Within ten (10) after execution of this Agreement, the County shall furnish Heritage a tax exemption certificate.

b. Payments are pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. **Termination.** Either party may terminate this Agreement if the other party fails to perform in accordance with this Agreement and the breaching party fails to correct such default or neglect within thirty (30) days after written notice thereof. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

6. Representations and Warranties.

a. Heritage is engaged in the business of providing the Services.

b. Heritage represents and warrants that it will perform all work in a safe and efficient manner and using industry accepted practices;

c. Heritage represents and warrants that it will comply with all requirements of federal, state, provincial and local laws, rules, regulations, by-laws, ordinances, and orders ("Laws") applicable to the Services to be performed.

d. Heritage represents and warrants that the Services shall conform to the description set forth in the applicable attachment and shall be provided in accordance with applicable law in a professional manner by qualified individuals. e. County represents and warrants to Heritage that it is and shall remain in compliance with any and all federal, state and local laws, rules and regulations applicable to County's business and that County shall implement, maintain and document comprehensive privacy and security policies and procedures in accordance with leading industry standards and all applicable laws, rules and regulations.

e. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES BY HERITAGE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE OF USAGE OF TRADE. COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICES INCORPORATE THIRD PARTY SERVICES OR MATERIALS, WITH RESPECT TO WHICH HERITAGE MAKES NO REPRESENTATION OR WARRANTY. HERITAGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR OR INTERRUPTION FREE, WILL BE PERFORMED OR ACHIEVED BY ANY PARTICULAR DEADLINE OR WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS. COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE INTENDED TO SUPPLEMENT, BUT NOT COMPLETELY REPLACE, TRADITIONAL MEDICAL OR PSYCHIATRIC CARE.

7. Insurance. Heritage agrees to procure and maintain at least the following insurance covering the Services and shall name the County as an additional insured and Insurance Certificate Holder:

- a. Workers' Compensation
Statutory
- b. Employer's Liability
\$1,000,000 per occurrence
- c. General Liability (bodily injury and property damage - combined single limit)
\$1,000,000 per occurrence, \$2,000,000 annual aggregate
- d. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement)
\$2,000,000 combined single limit
- e. Professional Errors and Omission - \$1,000,000 per occurrence

Heritage shall endeavor, on an annual basis, to furnish certificates of all said insurance to the County.

8. Indemnification.

A. HERITAGE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, ITS DIRECTORS, OFFICERS, OFFICIALS BOTH ELECTED AND NON-ELECTED, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE REASONABLE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE LAWYERS' FEES, CONSULTANT OR OTHER PROFESSIONAL FEES AND THE REASONABLE COSTS OF INVESTIGATION, ANY REMEDIAL ACTIONS REQUIRED BY LAW, REGULATION OR ORDER (COLLECTIVELY REFERRED TO AS "LOSSES"), TO THE EXTENT THAT SUCH LOSSES WERE CAUSED IN WHOLE OR PART BY: (I) HERITAGE'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF HERITAGE TO BE TRUE, ACCURATE AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF HERITAGE OR ITS EMPLOYEES OR AGENTS.

b. COUNTY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HERITAGE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, EXCEPT ANY AND ALL ATTORNEY'S FEES, TO THE EXTENT THAT SUCH LOSSES WERE CAUSED IN WHOLE OR PART BY: (I) COUNTY'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF COUNTY TO BE TRUE, ACCURATE AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF COUNTY OR ITS EMPLOYEES OR AGENTS.

9. Limitation of Liability. IN NO EVENT SHALL HERITAGE LIABLE FOR INDIRECT INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

10. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean any non-public, confidential or proprietary information or data, whether communicated in writing, orally, or by any other method, and whether or not patentable or copyrightable, that is provided by one party (including any Authorized User or any party's affiliates) ("Discloser") to the other party ("Recipient") under this Agreement and that is (i) marked as "confidential" or "proprietary" by the Discloser at the time of disclosure, or within thirty (30) days after disclosure in written form; or (ii) information which a reasonable person engaged in a similar transaction would consider to be confidential information; further provided that, if such information or data relates to the Services, then such information and data will be "Confidential Information" whether or not it has been marked as "confidential" or "proprietary" by the Discloser. Without limitation, Confidential Information also includes Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996 ("HIPAA") accessed in connection with the Services. Heritage's Confidential Information will include the terms of this Agreement and any SOW, web site architecture and content, any of Heritage's or its third party service providers' or vendors' technology, or computer software in all versions and forms of expression, manuals, notes, Documentation, technical information, drawings, diagrams, or specifications. County's Confidential Information shall include County Data, which means any non-public, proprietary data, information, or material provided or submitted to Heritage by the County in connection with County's use of the Services. All Confidential Information will be

maintained in confidence by the Recipient using at least the same degree of care as the Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, and will not be disclosed to a third party or used for any purposes except as set forth in this Agreement except as otherwise required to be disclosed by law.

The obligations described in this Section 9 will not apply to any Confidential Information that (i) is known by the Recipient at the time of receipt, and not through a prior disclosure by the Discloser, as documented by the Recipient's business records; is known to the public before its receipt from the Discloser, or thereafter becomes known to the public through no breach of this Agreement by the Recipient; (ii) is subsequently disclosed to the Recipient by a third party who is not under an obligation of confidentiality to the Discloser; or (iii) is developed by the Recipient independently of Confidential Information received from the Discloser, as documented by the Recipient's business records; (iv) or otherwise required to be disclosed by law. Notwithstanding the obligations of confidentiality and non-use set forth in Section 9 the Recipient may use and disclose Confidential Information as may be reasonably required by it in order for the Recipient to perform its obligations and to exercise its rights under this Agreement. The Recipient may disclose Confidential Information: (a) to its employees, directors, agents, consultants, advisors, or other third parties for the performance of its obligations and exercise of its rights hereunder, provided such entities are under an obligation of confidentiality with respect to such information that is no less stringent than those of this Section 9; and (b) to the extent necessary to comply with a court order, or as otherwise required by law or by a regulatory agency or government body, provided that the Recipient shall first give notice to the Discloser (so long as such notice is not prohibited by law).

11. Force Majeure. No delay or failure in performance by either party hereto, except for the payment for Services previously performed, shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, unavoidable casualties, expropriation or confiscation of facilities, changes in applicable law, court orders, acts, orders or regulations of any governmental agency, revocation or modification of governmental permits or other required licenses or approvals, war, rebellion, sabotage or riots, unavailability of labor, equipment, supplies, materials or work, floods, adverse weather conditions, fires, explosions, or other catastrophes, strikes or any other considered acts of employees, lockouts or similar occurrences (collectively, "Force Majeure").
12. Independent Contractor. Heritage is and shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all of its employees and operations. Neither Heritage nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County.
13. Notice.
 - a. All other notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered by certified mail or overnight courier with tracking capabilities to the parties at the following addresses:

Heritage Health Solutions, Inc.	Winnebago County Administrator
750 Canyon Dr. Suite 120	County Administration Building
Coppell, Texas 75019	404 Elm Street
Attn: Director, Contract Management	Rockford, Illinois 61101
 - b. County will give written notice to Heritage of a claim for indemnification under Section 8 promptly following County's first knowledge of the event or occurrence which gives rise to

that claim.

14. Assignment or Delegation. Heritage shall not delegate, assign, or subcontract its rights and/or responsibilities under this Agreement without the written consent of County. County shall not assign or subcontract its rights and/or responsibilities under this Agreement without Heritage's prior written approval.
15. Governing Laws. This Agreement shall be governed by the State of Illinois and venue for all disputed matters shall be the State of Illinois without regard for choice of law or conflict of law provisions.
16. Defined Terms. All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine and neuter pronouns), as the case may be. The paragraph headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit, or describe the intent or scope or in any manner affect this Agreement.
17. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions.
18. Severability. If any section of this Agreement shall be found to be unenforceable, such finding shall not affect the enforceability of any other section or the Agreement as a whole.
19. Electronic Signature. This Agreement may be executed and delivered by facsimile transmission, email, PDF, electronic signature or other similar electronic means, and such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have read, understand, and agree to be bound by the terms of this Agreement and have executed this Agreement by their duly authorized representatives as of the date first written above.

HERITAGE HEALTH SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF WINNEBAGO, IL

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A - SERVICES

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off site medical claims.
- Heritage will negotiate with local providers to participate in our Heritage Network.
- Heritage will pay providers at our negotiated contract rates.
- Heritage will pay providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's claims.
- Heritage will provide a toll-free phone line with customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the county and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- Heritage shall notify providers and facilities of the change in third party administrator if applicable.
- Heritage will work in concert with the County to establish a Standard Operating Procedure (SOP) to address day-to-day procedures for processing medical claims and submit it to County representatives for approval.

Reporting:

- Standard and Ad Hoc reporting will be provided
- Data management and exchange including eligibility files and off-site authorization files
- Invoices will be delivered via secure email or uploaded to our secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly Check Register with each monthly invoice that indicates the claims being paid to providers during that check cycle, along with the amount paid to each provider.
 - Heritage is also amenable to producing two check cycles each month to facilitate paying providers twice monthly if the County is amenable to funding the payments twice monthly. Heritage would send a check register to the County for review, County funds the designated account, Heritage pulls funds from the designated account and pays providers. Heritage would still produce and send invoices to the County monthly.
- The Monthly Paid Claim Invoice Report will include all claims paid in the claim cycle with supporting detail including:

• Claim Number	• Member DOB	• Primary Diagnosis	• Billed Amount
• Member Name	• Provider Name	• Diagnosis Description	• Invoice Amount
• Member ID	• Provider Tax ID	• Date(s) of service	
- The Quarterly Utilization and Cost Review will include, but is not limited to:

- Admissions by Hospital Provider
- Inpatient Admissions and Days by Hospital Provider with quarterly trending
- Average Cost Per Admission with trending by quarter and/or Fiscal Year
- Number of Emergency Department runs by quarter and/or Fiscal Year
- Number of Emergency Department runs by diagnosis
- Number of Emergency Department runs by provider facility
- Total claims processed, Billed Charges, Invoiced amount, and Savings for period
- High-Cost claims Report includes claim detail for all claims in the period that exceed a mutually agreeable cost.
- Heritage account manager will review the quarterly report with County staff either over the phone or in person to review spending trends and opportunities for additional savings as well as answer any questions that may arise.

Performance Requirements

1. Heritage will provide the County with an invoice, with accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register showing all paid claims.
2. Heritage shall pay providers within two (2) business days from receipt of payment from the County.
3. Heritage's Customer Care Call Center will maintain the following minimum standards:
 - a. Average Speed of Answer 30 Seconds
 - b. Abandonment Rate 4%

ATTACHMENT B – PRICE OFFERING

Heritage will adjudicate and pay all the medical claims that occur outside the jail for the County. Heritage will negotiate, in good faith, with providers to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials \$50.00



Resolution Executive Summary

Prepared By: Corrections Bureau
Committee: Public Safety and Judiciary Committee
Committee Date: January 18, 2023
Resolution Title: Resolution Awarding Detection & Mitigation of COVID-19 Technology
County Code:
Board Meeting Date: January 26, 2023

Background Information:

The ISA (Illinois Sheriff's Association) has been awarded a grant through the CDC (Centers for Disease Control and Prevention) and the IDPH (Illinois Department of Public Health). This is a statewide program to implement technology and testing to detect and mitigate Covid19, its variants and future communicable diseases in jails effectively and efficiently. Additionally, the program, along with the applied technology provided by BI2 Technologies, LLC, will assist in identifying individuals arriving, departing and receiving medication at the jail facility. The ISA has extended the benefits related to the Grant to the Winnebago County Sheriff's Department. The Grant provides the ISA with funding to:

- Purchase I.R.I.S. biometric technology system through BI2 Technologies, LLC and cover equipment service for four years, which provides:
 - a. Iris scanning to accurately identify individuals at booking, release and medication administration.
 - b. Criminal history or creates a record of person new to the Sheriffs I.R.I.S. system.
 - c. Ability to share healthcare and criminal justice information quickly through a System Dashboard.
 - d. Pays for Covid Testing.

The project is provided at no cost to Winnebago County and the Grant is fully managed by the ISA. There is no commitment to continue with the program past the four initial years. If the program continues past the initial 4 years, an estimated cost of \$5,000 would apply, however, the cost would be fulfilled through the Jail Commissary account due to direct relation to the well-being of the inmates within the jail facility.

Recommendation:

The Corrections Bureau Captain recommends awarding an agreement to the ISA (Illinois Sheriff's Association) to participate and implement the purchased qualified and approved materials and or services for the Detection and Mitigation of COVID-19 in the Winnebago County Jail Facility.

Legal Review:

SAO reviewed and all their recommendations have been included in the final agreement.

Follow-Up:

Corrections and DoIT staff will work closely with the ISA to implement the new system.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

Resolution Awarding Detection & Mitigation of COVID-19 Technology

WHEREAS, the Winnebago County Sheriff's Department Correction's Bureau is required to assess the physical health of all individuals at intake in order to comply with Illinois Administrative Code Title 20, Section 701.40 Admission Procedures; and,

WHEREAS, the ISA (Illinois Sheriff's Association) has been awarded a grant/contract from the Center Disease Control Prevention and the Illinois Department of Public Health; and,

WHEREAS, part of the overall grant involves providing and implementing technology, material and services through BI2 Technologies, LLC to County jail facilities within the State of Illinois to assist in the detection and mitigation of COVID-19 and identification of individuals being booked, released or receiving medication while in custody; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the document regarding details of the CDC/IDPH Grant provided by the ISA (Resolution Exhibit A) and detailed information material provided by BI2 Technologies, LLC (Resolution Exhibit B) recommends awarding agreement for Detection & Mitigation of COVID-19 Technology:

**Illinois Sheriffs' Association
401 East Washington Street
Springfield, IL 62701**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, an agreement, similar in language to Resolution Exhibit C, with ILLINOIS SHERIFF'S ASSOCIATION 401 EAST WASHINGTON STREET, SPRINGFIELD, ILLINOIS 62701.

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

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

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

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

RESOLUTION EXHIBIT A

CDC Grant

Program for IRIS Technology/Covid Detection and Mitigation

Project Overview

This is a comprehensive statewide program to implement technology and testing to detect and mitigate Covid19, its variants and future communicable diseases in jails effectively and efficiently. It will improve safety and health of staff, inmates, visitors, and the public.

Provides the ISA with funding to:

1. Purchase I.R.I.S. biometric technology system and cover equipment service for four years.

- This equipment provides iris scanning capability in your jails to accurately identify individuals at booking, release and for the passing out of medications.
- Provides criminal history or creates a record of person new to the Sheriffs I.R.I.S. system.
- Provides ability to share healthcare and criminal justice information quickly.
- System Dashboard provides reports as specified by Illinois Sheriffs

2. Pay for Covid Testing

Funds testing of arrestees before they go into general population. Choose either your medical staff or a vendor.

- a) Vendor provides staff to collect, process and report results.
- b) Tests provided for your medical staff to collect sample, send to lab who process and report results. And a potential of acquiring equipment for your medical to process tests.

3. Coordinate each county's install with B12 technology and set-up of Covid testing.

Teri and Joyce will coordinate all of this with your staff to make it as easy as possible to implement for you jail.

Status of Implementation

Thirty-one (41) counties are on the list for this program. Three pilots DeKalb, Kankakee and Ogle are approaching completion.

Process

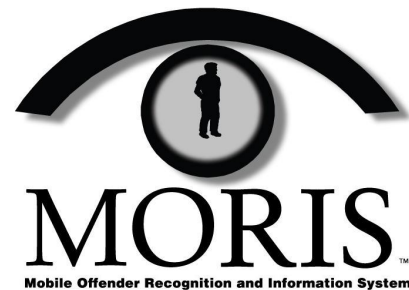
- Each install is a 30–45 day process.
- Software installed remotely. No interface needed with your current JMS provider.
- Equipment sent to pilots for installation.
- Covid testing options for you to choose best option for your jail. ‘
- Each jail allocated \$42,000 for testing to start and additional monies available once all counties are signed up by early 2023.

There is still an opportunity to be a part of this program if you have not signed up yet.

Any questions phone Joyce Klein at 815-751-6816 or email JoyceKlein5@gmail.com



Introductory Package



Submitted to

Winnebago County Sheriff's Office
Captain(s) Lukowski and Elger



January 4, 2023

Captain(s) Rob Lukowski and Justin Egler
Winnebago County Sheriff's Office
650 W State Street
Rockford, IL 61102

Dear Captain(s) Lukowski and Egler:

This document is made up of screen shots and narrative explanations, which are very similar to what I showed the group who attended the 'live' demo at McHenry County on Thursday, December 15, 2022.

The system has been approved by the ISA and IDPH as a COVID grant expenditure.

Following your review of this document, please contact Joyce Klein (Chief of Corrections (retired) at DeKalb County), who is my liaison with the Illinois Sheriff's Association. Joyce can be reached at (815) 751-6816 or by email at joyceklein5@gmail.com.

Joyce will work with me to arrange for a "Introductory Call" with members of your staff, as well as myself and my team here at BI2.

During this call we will discuss the implementation steps and answer any technical questions you might have. It would be helpful to have a Single Point of Contact for this project from Winnebago County and someone from your IT Department on this call.

I hope you find this document helpful!

In the meantime, please do not hesitate to contact me directly at (617) 992-1817.

Regards,

A handwritten signature in black ink, appearing to read 'John Leonard'.

John Leonard
Chief Operating Officer

Mobile: 617-992-1817

Email: jleonard@bi2technologies.com

1 INTRODUCTION TO BI² TECHNOLOGIES, LLC 4

2 I.R.I.S.™ SYSTEM CAPABILITY AND FUNCTIONALITY SUMMARY 5

3 DETAILS OF I.R.I.S.™ 5

4 MED VERIFY™ 26

5 MED VERIFY PLUS™ 28

6 MORIS LAPTOP VERSION 31

1 Introduction to BI² Technologies, LLC

BI² Technologies (Biometric Intelligence and Identification) was founded in July 2006 and is based in Plymouth, Massachusetts.

BI² Technologies, LLC (“BI²”) develops and sells biometric identification systems specifically designed, built, and maintained for county jails, prisons, and State Department of Corrections. It is the only biometric identification company endorsed by the National Sheriffs’ Association (NSA), the Western State Sheriff’s Associations and the Southwest Border Sheriff Coalition.

Additionally, **BI² is the only organization – public or private – in the United States that has created and maintains, on behalf of law enforcement and corrections organizations across the nation – an on-line, real-time local and national iris biometric database of offenders.**

Initially, our advanced biometric identification technologies were used exclusively by Sheriffs to identify children that had become lost or missing. Shortly after introducing The Child Project™.

Based directly on numerous requests from the nation’s law enforcement professionals – BI² developed and implemented additional innovative biometric based law enforcement solutions to meet state and local law enforcement’s requirements for:

- arrest.
- intake and booking.
- release.
- access control.
- sex offender registration and tracking; and
- various gang related tools for ongoing registration and tracking.

The Company’s patented technologies (United States Trademark and Patent Office patent numbers: US8954361B2, US9256721B2 and US8719584B2) focus on iris recognition because of its ever-increasing superiority over similar technologies.

All of BI²’s products are designed as complementary tools to existing fingerprint technologies and biometric systems in use today. BI²’s patented multi-modal system (MORIS™ - Mobile Offender Recognition and Information System) are frequently integrated with existing biometric technologies (i.e., fingerprint and facial) to identify individuals in the field, work release, in a jail or house of correction, or in a lab (after the information is collected).

Currently, BI² has its innovative, multimodal biometric systems installed and operational across the entire nation. The solutions include:

- Inmate Recognition and Identification System (I.R.I.S.™)
- Sex Offender Registry and Identification System (SORIS™)
- Med Verify™ and Med Verify PLUS™
- BI²’s Mobile Offender Recognition and Information System (MORIS™)
- The Child Project™

2 I.R.I.S.™ System Capability and Functionality Summary



Our systems include all hardware, software licenses, remote and on-site integration with your existing jail management system and on-site implementation and training services.

IMPORTANT NOTE: BI² Technologies always integrates I.R.I.S.™ with the current jail management system. There will be no duplicate data entry required to effectively and immediately begin using I.R.I.S.™ with your jail management system – we will work with your IT staff to integrate and “extract and read” the required data from the existing system.

All the iris images captured and used by I.R.I.S.™ are open, standards-based and have been certified to meet the FBI’s Next Generation Identification (NGI) standards. That means protection of your data and freedom of interoperability in the future. We believe the images and data are the property of our clients – in this case the **Winnebago County Sheriff’s Office** and Jail and its departments and divisions must have the freedom to effectively use your data with any FBI NGI standards compliant system in the future.

3 Details of I.R.I.S.™

Some details about iris recognition technology. During the 3rd month through the 8th month while still in the womb, the human iris (the colored part of the eye) will tear. These tears produce depressions and elevations in the surface of the iris. Thus, the human iris is composed of small crypts, pits, striations, fibers, furrows, pigmentation, and other structures which create its unsurpassed uniqueness. The iris appearance is so complex and unique that not even your own right and left irises are the same. Even identical twins, with identical DNA have different iris patterns because of random tears. Once an iris pattern is converted to a mathematical code using the Bi2 Technologies patented algorithm, each iris is then searched against all the iris images stored in the database located at Nlets to look for an identity match. Results are back to the Sheriff’s Office in an average of 8.4 seconds! The likelihood of any 2-people having the same pattern is a staggering 1 in 10 to the 78th power. (The length of the Universe as we know it is only 10 to the power of 26). The odds that any two people on the planet will have the same iris tears is 3x’s the length of the universe!

The I.R.I.S.™ national database is located and hosted at Nlets, a CJIS 5.8 facility which results in a secure network and registry application that enables law enforcement agencies to enroll and positively identify suspects, offenders and inmates using state-of-the-art iris biometric recognition technology in seconds. I.R.I.S.™ systems and software include many features and capabilities, specifically designed by and for law enforcement and public safety, to make the system incredibly effective, accurate, easy-to-use, and inexpensive.

I.R.I.S.™ uses the unique features of the iris to search BI² Technologies, LLC's national offender database (PSS) Public Safety Systems which is hosted on the CJIS 5.8 certified and fully compliant "NOVA" secured cloud platform at Nlets in Arizona.

I.R.I.S.™ complements fingerprinting and other identification programs already in place. It is linked to a nationwide database (accessible by all authorized law enforcement) containing:

6. Digital photographs of the offender's irises.
7. Digital photographs of the offender (mug shots)
8. Details and history of the offender's arrest, offense(s) and charge(s).
9. Complete physical description of the offender.
10. Detailed demographic and lifestyle information (e.g., citizenship, gang affiliation, tattoos).

The proposed I.R.I.S.™ system will operate and open on your existing desktop at the Booking and Release station PC's and other locations you deem appropriate. Authorized users can login using their current login and password – or different logins and passwords can be created by the system administrator and user.

Please Note: Some of screen shots below were copied from other versions of I.R.I.S.™. They are for illustration and information purposes only. The I.R.I.S.™ system at your agency would be customized to reflect the **Winnebago County Sheriff's Office** badge and name.

Login to I.R.I.S.

Monroe County Sheriff's Office, NY



Login to:

LOCAL COMPUTER

Username:

administrator

Password:

#####

Login

ORI Code: NY0270000

Computer Name: JL-DEMO-MACHINE

Windows NT 6.2.9200.0 (32-bit) - 4 CPU Cores

Cancel

 **BI2 Technologies**

I.R.I.S.

©2020 BI² Technologies. All rights reserved.

Version: 2.7.29.13 (32-bit)

The I.R.I.S.™ database can be searched by iris or by data. Authorized users of I.R.I.S.™ can search by data (first or last name, SID, Booking #, or Arrest #, etc.) for previously enrolled offenders and, when combined with I.R.I.S.™ 's import data capability, eliminate the need for data entry while an offender is sitting in front of the iris camera for the first time. This saves time, effort and reduces the possibility of data entry errors.

Depending on how you decide to set the system defaults, the main I.R.I.S.™ application screen will open to either the Intake and Booking or Release screen. This is particularly beneficial when the physical location of the Intake and Booking post and the Release Post (or locations where offenders can be booked or release may not be the same, i.e., some releases may occur remotely from a court location prior to coming to the jail – or some bookings may be pre-done at a police station, jail, or other location within **Winnebago County**.

There are three (3) methods/options for starting the process of enrolling an offender in the I.R.I.S.™ system. Regardless of the method/option you choose, the iris enrollment process is simple (one click) and fast – total process usually takes less than 15 seconds.

Method/Option 1: Selecting offender from your existing records Jail Management System (JMS) booking record

Since the proposed I.R.I.S.™ system will be integrated with your existing Jail Management System, the user simply clicks on the Search for the most recent bookings and a drop-down list of all the offenders who have recently (system administrator definable) will appear. The user selects the offender who is to be enrolled and the offender's data and photo.

I.R.I.S. - Intake and Booking™

Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: [] First Name: [] Middle: [] Suffix: [v] Booking #: []

Address: [] City: [] State: [v] ZIP: []

Address 2: [] County: [v] Phone: []

DOB: [] SSN: [] DL Number: [] DL State: [v]

☐ US Citizen ☐ ICE 287(g) Referral Country of Birth: [v]

Race: [v] Gender: [v] Height: [] Weight: [] Hair: [v] Eye: [v]

Ethnicity: [v] Skin Tone: [v] ☐ Detainee ☐ Committed ☐ Sex Offender

Gang Affiliation: [] Gang Info Housing Unit: []

Comments: []

Sex Offender Illegal Alien Juvenile

VERIFY

NEW ARREST

TAKE PHOTO

SAVE DATA

DONE

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details Flags SID Aliases Charges SMT Parameters

Arrest #: [] Arrested By: [] Jurisdiction: []

Arrest Date: [] Time: [] Arresting Officer: [] Officer #: []

Commit Date: [] Time: [] Committed By: []

FBI: [] Inmate ID: []

MONRO COUNTY SHERIFF'S OFFICE

©2020 BI2 Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMI Tech BMT-20

Method / Option 2:

Searching for an offender from your existing Jail Management System by “Data” (Green arrow)

I.R.I.S. - Intake and Booking™
Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA **SEARCH BY IRIS**

Last Name: THOMAS First Name: JORDN Middle: JEFFREY Suffix: Booking #: 2000008943

Address: 3527 NOSTRAND AVE City: BROOKLYN State: NY ZIP: 11219

Address 2: County: Phone: 678-509-4333

DOB: 06/12/1994 SSN: DL Number: DL State:

☐ US Citizen ☐ ICE 287(g) Referral Country of Birth: New York

Race: B Gender: M Height: 511 Weight: 165 Hair: BLK Eye: BRO

Ethnicity: N Skin Tone: MD ☐ Detainee ☐ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit:

Comments:

Sex Offender **Illegal Alien** **Juvenile**

VERIFY
NEW ARREST
TAKE PHOTO
SAVE DATA
DONE

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details Flags SID (1) Aliases (2) Charges (6) SMT (3) Parameters

Arrest #: Arrested By: Jurisdiction: GAAPD0000

Arrest Date: 10/24/2020 Time: 00:56 Arresting Officer: 7143 Officer #:

Commit Date: 10/24/2020 Time: 02:33 Committed By:

FBI: 300770TD2 Inmate ID: 671304

CITY OF ATLANTA
RESURGENS
ATLANTA, GA 30301
CORRECTIONS

©2020 BI² Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMITech BMT-20

Once an individual is located, there is a “**IRIS History**” button (Green arrow) that will show all previous enrollment information and data in P.S.S. the database located on the NOVA platform at Nlets, and from anywhere that inmate has been enrolled in the I.R.I.S.™ program.

I.R.I.S. - Intake and Booking™

Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Booking Search (Intake)

Last Name: First Name: SID: Inmate ID:

Address: Arrest #: Booking #: FBI:

Address 2:

DOB:

☐ US Citizen

Race:

Ethnicity:

Gang Affiliation:

Comments:

Search: ☒ National ☐ Police Central

Search IRIS History

Close

EnrolleeID	Last Name	First Name	DOB	Age	Booking #	Inmate ID	Agency	Booked	Released
1023839	THOMAS	JORDN	06/12/1994	28	2000008943	671304	GA060051C	10/24/2020	10/25/2020

Number of Matches: 1


Arrest Details

Arrest #: Arrested By: Jurisdiction:

Arrest Date: Time: Arresting Officer: Officer #:

Commit Date: Time: Committed By:

FBI: Inmate ID:



©2020 BI² Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMITech BMT-20

DATA SHARING CAPABILITIES

No one offers better Data Sharing! Not only will participating IL Sheriff's be able to see an Inmates biographical, demographical and arrest / charge data from other Illinois Sheriffs, but the system is national, and you will be able to view inmate data from anywhere that inmate has been previously enrolled in BI2's PSS Database.

In the screen shot below you can see details associated with 'all' this inmate's enrollments at other Sheriff's Offices who also utilize I.R.I.S.™.

Notice:

4. This screen shot is sorted with the **most recent arrest** / enrolled located **at the 'top'** of the screen.
 - a. Previous arrests and enrollments are listed below in descending chronological order
5. Because we initially searched '**by data**' on "Jordn Thomas" and the 1st arrest / enrollment was at the Atlanta Dept of Corrections, that record is highlighted in "BLUE" at the bottom.
 - a. *NOTICE the tattoo of a "**ROSE**" over his left eye!*
6. This same inmate has since identified himself with (2) different names (aliases) following the 1st arrest / enrollment.
 - a. Both these other arrest / enrollments have occurred at (2) **different** Atlanta area Sheriff's Offices (jails) – notice the **different** ORI numbers!
 - b. He also has (3) **different** DOB's
 - c. In the bottom arrest / enrollment – the inmate was arrested and enrolled at the **Atlanta Department of Corrections (ORI – GA060051C)**
 - d. In the middle arrest / enrollment – the inmate was arrested and enrolled at the **Fulton County Sheriff's Office (GA) (ORI – GA0600000)**
 - e. In the Upper arrest / enrollment – the inmate was arrested and is enrolled at **Cobb County jail in Georgia (ORI = GA0330000)** and has **NOT** been released since his booking date of 02/18/2022.
 - f. **All arrest details and charges are available to view**

BookingID	SorisID	First Name	Last Name	DOB	Booking #	InmateID	ORI	Booking Date	Released	Release Date
1992509	0	BRIAN	KALONI	28/10/1992	001019063	001075020	GA0330000	2/18/2022 2:05:00 AM	No	
1878384	0	Tyreke	Bynum	20/06/1994	2103012	P01114099	GA0600000	8/6/2021 2:45:00 AM	Yes	2/17/2022 10:22:00 AM
1697813	0	JORDN	THOMAS	12/06/1994	2000008943	671304	GA060051C	10/24/2020 2:33:00 AM	Yes	10/25/2020 1:37:00 PM

Last Name: [THOMAS] First Name: [JORDN] Middle Name: [JEFFREY] Suffix: [] Booking #: [2000008943]

Address: [3527 NOSTRAND AVE] City: [BROOKLYN] State: [NY] Zip: [11219]

Address 2: [] County: [] Phone: [678-509-4333]

DOB: [06/12/1994] SSN: [] DL Number: [] DL State: []

☐ US Citizen ☐ ICE 287(g) Referral Country of Birth: [New York]

Race: [B] Gender: [M] Height: [511] Weight: [165] Hair: [BLK] Eye: [BRO]

Ethnicity: [N] Skin Tone: [MD] ☐ Detainee ☐ Committed ☐ Sex Offender

Gang Affiliation: [] Housing Unit: []

Comments: []


Arrest Details | Release Details | SID | Flags | Aliases | Charges | SMT

Arrest #: [] Arrested By: [] Jurisdiction: [GAAPD0000]

Arrest Date/Time: [10/24/2020 12:56:00 AM] Arresting Officer: [7143] Officer: []

Commit Date/Time: [10/24/2020 2:33:00 AM] Committed By: []

FBI: [300770TD2] Inmate ID: [671304]



- In summary, this inmate has had (3) arrests / enrollments with:
 - (3) different “**Names**” being used
 - (3) different **DOB**s used
 - (3) different **Sheriff Offices**
 - All arrest data and details, the inmate’s identification data as presented, and dates are shared from the previous enrollments.
- Notice the same “**Rose**” tattoo over the inmates left eye!

BookingID	SorisID	First Name	Last Name	DOB	Booking #	InmateID	ORI	Booking Date	Released	Release Date
1992509	0	BRIAN	KALONI	28/10/1992	001019063	001075020	GA0330000	2/18/2022 2:05:00 AM	No	
1878384	0	Tyreke	Bynum	20/06/1994	2103012	P01114099	GA0600000	8/6/2021 2:45:00 AM	Yes	2/17/2022 10:22:00 AM
1697813	0	JORDN	THOMAS	12/06/1994	2000008943	671304	GA060051C	10/24/2020 2:33:00 AM	Yes	10/25/2020 1:37:00 PM

Last Name: First Name: Middle Name: Suffix: Booking #:

Address: City: State: Zip:

Address 2: County: Phone:

DOB: SSN: DL Number: DL State:

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth:

Race: Gender: Height: Weight: Hair: Eye:

Ethnicity: Skin Tone: ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Housing Unit:

Comments:



Arrest Details Release Details SID Flags Aliases Charges SMT

Arrest #: Arrested By: Jurisdiction:

Arrest Date/Time: Arresting Officer: Officer:

Commit Date/Time: Committed By:

FBI: Inmate ID:

Please Note: If the state and federal IDs have been entered and saved (based on data received from state and federal agencies) during a prior booking, those ID numbers will appear. Also note that the fields for the SID and the FBI number are shaded. These unique identifiers cannot be changed by the user. They can be changed by an authorized administrator in the event of a duplicate ID or a documented data entry error.

The next step in the process depends on your individual and unique Policies, Procedures and Post Orders. I.R.I.S.™ has been intentionally designed by law enforcement to be flexible and will comply with your current Policies, Procedures and Post Orders.

We recommend that the next step in the Intake and Booking process should be to **verify** the identity of the offender using the iris biometric.

The user simply instructs the offender into the iris camera and clicks Verify. The individual’s eyes will appear, capture and a search by iris will automatically be conducted by the system. In seconds, I.R.I.S.™ will perform a local and national search; and confirm and return; the identity of

the individual if the person has been previously entered into the I.R.I.S.™ system. This means previously at either your facility or at another facility around the nation.

I.R.I.S. - Intake and Booking™

Application Module Tools Help

Intake and Booking

☒ Intake ☐ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: Address: Address 2: DOB: ☐ US Citizen Race: Ethnicity: Gang Affiliation: Comments: Arrest Details Release Arrest #: Arrest Date: Commit Date: FBI: Inmate ID:

Iris Search

Time Elapsed: 4.3 sec

©2020 BI2 Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMI Tech BMT-20

If the offender has been previously enrolled, their record will be matched and displayed in seconds indicating that the individual was successfully verified.

Booking Search

Last Name: First Name: SID: Inmate ID: Search

Arrest #: Booking #: FBI: Search: ☐ National ☐ Local IRIS History Close

EnrolleeID	Last Name	First Name	DOB	Age	Booking #	Inmate ID	Agency	Booked	Released
424906	Leonard	John	07/31/1960	61	BI2 - COO	BI2-1817	FL370000	12/13/2021	
424906	Leonard	John	07/31/1960	61	TEST-1817	BI2-1837	NY0270000	11/14/2021	12/04/2021
424906	Leonard	John	07/31/1960	61	WSSA-BI2	WSSA - 001	NY0270000	05/18/2021	11/11/2021
424906	Leonard	John	07/31/1960	61	12235	55705	NY0270000	03/30/2021	03/30/2021
424906	Leonard	John	07/31/1960	61	Leon-032920...	55705	NY0270000	03/29/2021	03/29/2021
424906	Leonard	John	07/31/1960	61	302221	55705	NY0270000	03/25/2021	03/25/2021
424906	Leonard	John	07/31/1960	61	BI2-1817	BI2-SVP	NY0270000	03/25/2021	03/25/2021
424906	Leonard	John	07/31/1960	61	BI2 - test	55705	NY0270000	03/24/2021	03/25/2021
424906	Leonard	John	07/31/1960	61	BI2-demo	55705	GA060051C	02/20/2021	02/20/2021
424906	Leonard	John	07/31/1960	61	SVP2-BI2	55705	NY057013c	08/13/2020	08/13/2020

Number of Matches: 24

Search Method / Option 3: Searching for offender from your existing records or jail management system and National Database by Iris

The Search by Iris process is simple, fast, and accurate. Again, the individual is instructed to look into the iris camera and a digital photograph captures the unique features contained in their irises in seconds - on average, less than 3 seconds.

The ‘Search by Iris’ button and function enables authorized users to check automatically, easily and quickly their local or BI2’s PSS National databases to determine whether an offender has previously been enrolled elsewhere – **regardless of the (Name, D.O.B. or other biographical data)** they may previously be booked under. This capability significantly speeds up the intake, booking, re-enrollment, update and/or correction process.

Of course, and most importantly, having the ability (in seconds) to positively determine the identity of the individual, their prior bookings and **risks they may pose to your staff** (Red arrow) and the public (in seconds!) is the primary reason and benefit of the I.R.I.S.™ system.

BookingID	SorisID	First Name	Last Name	DOB	Booking #	InmateID	ORI	Booking Date	Released	Release Date
1992509	0	BRIAN	KALONI	28/10/1992	001019063	001075020	GA0330000	2/18/2022 2:05:00 AM	No	
1878384	0	Tyreke	Bynum	20/06/1994	2103012	P01114099	GA0600000	8/6/2021 2:45:00 AM	Yes	2/17/2022 10:22:00 AM
1697813	0	JORDN	THOMAS	12/06/1994	2000008943	671304	GA060051C	10/24/2020 2:33:00 AM	Yes	10/25/2020 1:37:00 PM

Last Name: First Name: Middle Name: Suffix: Booking #:

Address: City: State: Zip:

Address 2: County: Phone:

DOB: SSN: DL Number: DL State:

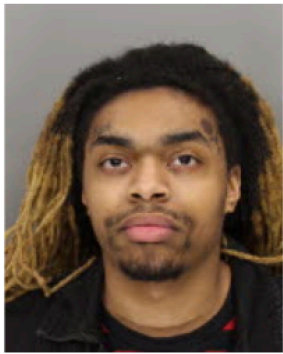
☒ US Citizen ☐ ICE 287(g) Referral Country of Birth:

Race: Gender: Height: Weight: Hair: Eye:

Ethnicity: Skin Tone: ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Housing Unit:

Comments:



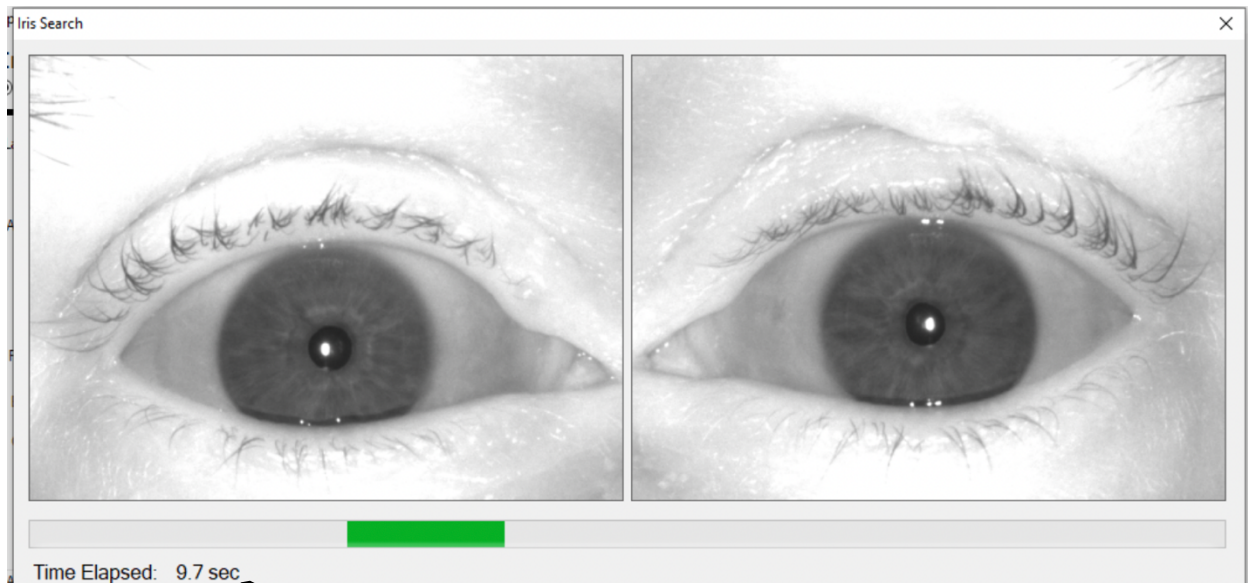
Arrest Details Release Details SID Flags Aliases Charges **SM**

Code	Description	Statute	Disposition
OCGA16-11-131	Receipt, Possession or Transfer of Firearm by a Convicted Felon or Felony First Offender (Felony)		
OCGA17-6-12	Failure to Appear (Misdemeanor)		

This is particularly valuable in cases where an individual has provided false identity or inaccurate or falsified documents or identity credentials, i.e., Driver’s License, Passport, Social Security Card, Green Card, etc. to avoid detection by concealing their identity.

The system is specifically designed to enable authorized law enforcement or public safety personnel to see the offender’s eyes during enrollment and recognition. As the screen shot above illustrates, the authorized officer or staff member doing the enrollment or recognition can see the offender’s eyes as the iris digital camera captures a photo of the eyes.

Please Note: The time it takes to conduct the local and national search (please see **Green arrow** below eyes) is displayed as the search is being conducted.



Since our corporate beginning in 2008 (through this morning), our I.R.I.S.™ system has conducted over (3,728,740,000) one-to-many iris biometric searches of previously enrolled offenders. The average match time nationally is 10.6 seconds!

Once the Search by Iris is completed, the offender's data will be returned and displayed. At this point a new arrest, intake or booking can also begin (please see **Green arrow** below).

A screenshot of the "I.R.I.S. - Intake and Booking™" application interface. The window has a menu bar with "Application", "Module", "Tools", and "Help". Below the menu is a tabbed interface with "Intake and Booking" selected. There are radio buttons for "Intake", "Release", and "Verify", with "Intake" selected. On the right, there are buttons for "SEARCH BY DATA" and "SEARCH BY IRIS". The main form contains various input fields for personal information: Last Name (Leonard), First Name (John), Middle (D), Suffix (JR), Address (488 State Road), City (Plymouth), State (MA), ZIP (02360), Address 2, County, Phone, DOB (07/31/1960), SSN, DL Number, DL State (MA), Race (W), Gender (M), Height (6'), Weight (246), Hair (Blonde), Eye (Blue), Ethnicity, Skin Tone (Medium), Detainee status, Committed status, Sex Offender status, Gang Affiliation, Gang Info, Housing Unit (P-4), and Comments. There are also checkboxes for "US Citizen" and "ICE 287(g) Referral". On the right side of the form is a photo of a man in a blue shirt. Below the photo are radio buttons for "Iris Capture: Right", "Both" (selected), and "Left". At the bottom, there are tabs for "Arrest Details", "Release Details", "Flags (11)", "SID", "Aliases (7)", "Charges (0)", "SMT (19)", and "Parameters". The "Arrest Details" tab is active, showing fields for Arrest #, Arrested By (Captain C. Carroll), Jurisdiction, Arrest Date (12/13/2021), Time (16:49), Arresting Officer (Captain C. Carroll), Officer #, Commit Date (12/13/2021), Time (17:04), Committed By, FBI, and Inmate ID (BI2-1817). A Monrovia County Sheriff's Office badge is visible in the bottom right corner. A green arrow points from the text in the paragraph above to the "NEW ARREST" button.

Some Important Notes ... About How our I.R.I.S.™ System Works

As you've been reading this proposal and reviewing the screen shots you may have notice several important, but subtle, features and capabilities. First, please take a second to look at the **green arrow above**. You'll note that the "New Arrest" button has **turned black and become "active"**.

A few different colors are also effectively used throughout the I.R.I.S.™ system.

In the screen shot example above, **please note the colored border around the mug shot photo**. In this example, the **red color** provides a visual indicator that the offender has previously been booked and convicted of a crime that designated him as a registered **sex offender**. The **green color** provides a visual indicator that the offender has previously been booked as an **287g referral 'migrant'**. You'll also note in this example that several of the Scars, Marks, Tattoo (SMT) fields are in **red**. A **blue color** would indicate a **'juvenile'** individual

Since the data (and possibly the mugshot/photo) from your existing records or jail management system will be integrated with I.R.I.S.™, all the data that has been previously entered during your Intake and Booking process will be automatically entered into the I.R.I.S.™ system. No duplicate data entry – this reduces and/or eliminates errors that can occur.

The I.R.I.S.™ system also includes "drop-down" boxes and tables to speed data entry and ensure consistent and uniform input of information, such as arresting jurisdiction. For example, the I.R.I.S.™ system has the capability to include and track by an unlimited number of alias names.

Of course, all drop down boxes can be customized, edited and maintained by an authorized System Administrator of the **Winnebago County Sheriff's Office** and Jail.

Completing the new Intake and Booking Process

As you'll note in the example and screen shot below, the individual has now been entered into the I.R.I.S.™ system (using the data from your existing records or jail management system) and the Intake and Booking is ready to be completed by simply clicking on the **"Done"** button. (**Green arrow**)

The screenshot shows the I.R.I.S. - Intake and Booking™ application window. The interface includes a menu bar (Application, Module, Tools, Help) and a tabbed interface with 'Intake and Booking' and 'Inmate Release' tabs. The 'Intake and Booking' tab is active, showing a form for entering inmate information. The form includes fields for Last Name (Mullin), First Name (Sean), Middle (G.), Booking # (MCSO-20142367), DOB (08/09/1954), Address (720 Old Stage Road 93912), City (Salinas), State (CA), ZIP (93912), Address 2, County (MONTEREY), Phone (617-813-1164), SSN (123-45-6789), DL State (CA), DL Number (0203050607), US Citizen (Yes/No), ICE 287(g) Referral (checked), Country of Birth (USA), Gender (Male/Female), Height (5'8"), Weight (220), Hair (Grey), Eye (Blue), Race (White), Skin Tone (Medium), Name Aliases (a list of names and dates), Tattoos (a list of tattoos), Scars (a list of scars), Marks (a list of marks), Skin Discoloration, Deformity, Artificial Body Parts, Missing Body Parts, Gang Affiliation (Latin Kings Latin Kings), Gang Info, Detainee (checked), Committed (checked), Sex Offender (checked), Arrest Details (Arrest #, Arrested By, Jurisdiction, Arrest Date, Time, Arresting Officer, Officer #, Commit Date, Time, Committed By, SID, FBI, Inmate ID), and a mugshot of an older man. The mugshot is framed by a red border and a green border. The 'Done' button is highlighted with a green arrow.

Release Module

The Release module is also simple to use, fast and accurate.

I.R.I.S. - Inmate Release™

Application Module Tools Help

Inmate Release

☐ Intake ☒ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: Leonard First Name: John Middle: D Suffix: JR Booking #: B12-COO

Address: 488 State Road City: Plymouth State: MA ZIP: 02360

Address 2: County: Phone:

DOB: 07/31/1960 SSN: DL Number: DL State: MA

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth: USA

Race: W Gender: M Height: 6' Weight: 246 Hair: Blonde Eye: Blue

Ethnicity: Skin Tone: Medium ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit: P-4

Comments:

Arrest Details Release Details Flags (11) SID Aliases (7) Charges (0) SMT (19) Parameters

Bail Amount: Bailed By: Bailed by Address:

End of Sentence: Release Date: Time: Now

Release Type: Released To:

☐ Detainer's Check
☐ Personal Property Return
☐ Victim/Witness Notified
☐ Police Department Notified

VERIFY
NEW ARREST
TAKE PHOTO
RELEASE
DONE

Ins Capture: ☐ Right ☒ Both ☐ Left

©2020 BI² Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMI Tech BMT-20

Users can **“toggle”** between the **Intake and Booking and Release** modules by simply clicking on the **“Module”** tab at the top of the screen (see **Green arrow** above). Within the Release module, the functionality works the same as in the Intake and Booking. The user can either select from a drop-down list of individuals scheduled for release or the Booking Officer instructs the offender to look in the iris camera mirror and searches for the offender to be released by their irises.

In either case, the offender's information and mug shot are displayed and the Release process can begin with identity verification.

Again, I.R.I.S.™ has been intentionally designed to comply with your Policies, Procedures and Post Orders.

In many jurisdictions' offenders may be released from different locations, including the courts, without ever returning to the jail. That's also fine because I.R.I.S.™ has been designed by law enforcement to process a release from court even though the individual did not return to the jail (please see screen shot below – **Green arrow**).

I.R.I.S. - Inmate Release™

Application Module Tools Help

Inmate Release

☐ Intake ☒ Release ☐ Verify

SEARCH BY DATA SEARCH BY IRIS

Last Name: Leonard First Name: John Middle: D Suffix: JR Booking #: B12-COO

Address: 488 State Road City: Plymouth State: MA ZIP: 02360

Address 2: County: Phone:

DOB: 07/31/1960 SSN: DL Number: DL State: MA

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth: USA

Race: W Gender: M Height: 6' Weight: 246 Hair: Blonde Eye: Blue

Ethnicity: Skin Tone: Medium ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit: P-4

Comments:

Arrest Details Release Details Flags (11) SID Aliases (7) Charges (0) SMT (19) Parameters

Bail Amount: Bailed By: Bailed by Address:

End of Sentence: / /

Release Date: / / Time: : : Now

Release Type: Court **Green arrow**

Released To:

☐ Detainer's Check
☐ Personal Property Return
☐ Victim/Witness Notified
☐ Police Department Notified

VERIFY
NEW ARREST
TAKE PHOTO
RELEASE
DONE

©2020 BI² Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMITech BMT-20

I.R.I.S.™ has the flexibility to work properly whether the individual is released from the **Winnebago County Sheriff's Office Jail**, the court, or some other location if that's the way you want to process the offender's release. If everyone must be released from the Jail, that's fine, as well.

Again, at the time and location of release, I.R.I.S.™ will work in compliance with your current Policies, Procedures and Post orders.

The only requirement is that the offender is verified by their irises (unless released from another location, i.e., court) and **Release Date, Release Time, Release Type and Released** to fields of information are completed. The required fields are indicated by the **red info bubbles** (please see **Green arrow** below).

Of course, you have the option of requiring all the information to be entered prior to release – that's your choice.

Administration of I.R.I.S.™

Confidential • BI2 Technologies, LLC • Page 18 of 31

I.R.I.S. Intake and Booking™

Application | Module | Tools | Help

Intake and Booking | Inmate Release

Intake and Booking

SEARCH BY DATA | SEARCH BY IRIS

Last Name: [] First Name: [] Middle: [] Booking #: [] DOB: [] [] [] []

Address: [] City: [] State: CA ZIP: [] Sex Offender Illegal Alien Juvenile

Address 2: [] County: MONTEREY

Phone: [] SSN: [] DL State: CA DL Number: []

US Citizen: ☒ Yes ☐ No ☐ ICE 287(g) Referral Country of Birth: USA

☒ Male ☐ Female Height: [] Weight: [] Name Aliases: [] Click to Add

Hair: [] Eye: []

Race: [] Skin Tone: []

Tattoo Removed Tattoo Scar Mark Skin Discoloration Deformity Artificial Body Parts Missing Body Parts

Gang Affiliation: [] Gang Info ☐ Detainee ☐ Committed ☐ Sex Offender

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details | Offense Details | Booking/Charge Code | Parameters

Arrest #: [] Arrested By: [] Jurisdiction: []

Arrest Date: [] Time: [] Arresting Officer: [] Officer #: []

Commit Date: [] Time: [] Committed By: []

SID: [] FBI: [] Inmate ID: []

VERIFY NEW ARREST TAKE PHOTO SAVE DATA DONE

SHERIFF MONTEREY COUNTY

The following screen shots (below) display the system administration capabilities and functionality of I.R.I.S.™ within the Application Options. For a System Administrator, the screens will be self-explanatory. I have included a few notes where appropriate.

Application Options

General | External Data | Security | Face Camera | Iris Camera | Server | Customize

General application options

Default Module: Intake and Booking

Default State: CA

Default County: MONTEREY

Inmate ID Label: Inmate ID

Booking Number Label: Booking #

Arrest Number Label: Arrest #

☒ Enable Debug Log

OK Cancel Apply

Application Options

General External Data Security Face Camera Iris Camera Server Customize

☐ **Stand Alone Mode** (when not connecting to any other database)
☒ **External Integration Mode** (when integrating with a local database)

Jail Management System:

Show Recent: ☐ Bookings ☐ Releases ☒ Release from Court

Search Box Fields

	National	Local		National	Local
Last Name:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Booking Number:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
First Name:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Arrest Number:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inmate ID:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SID:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
			FBI:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

OK Cancel Apply

Application Options

General External Data Security Face Camera Iris Camera Server Customize

Authentication options

☒ **Local Computer**
☐ **Microsoft Active Directory (AD)**

Domain: ☐ Use short NetBIOS name

☐ Fill-in Windows username on Login screen

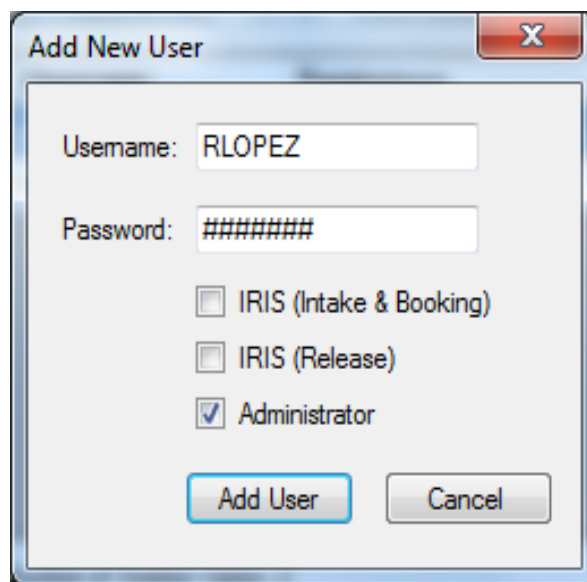
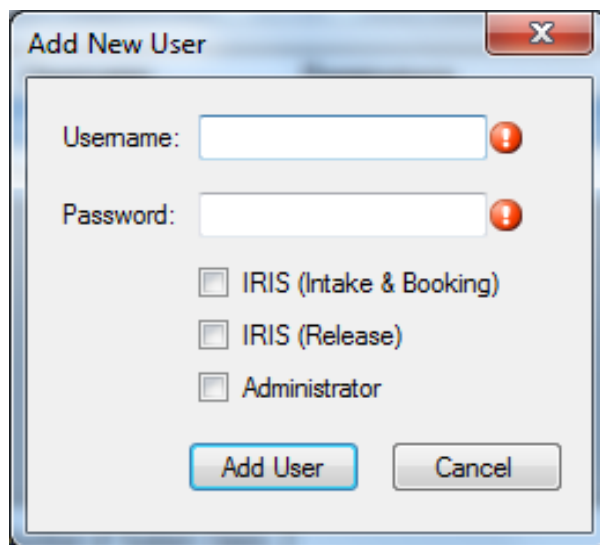
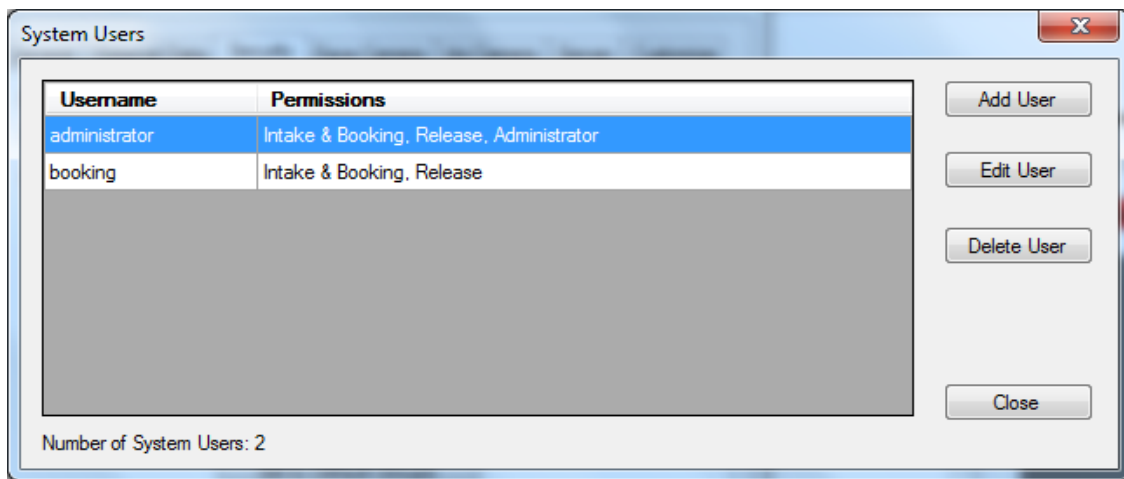
Admin Group:

Intake Group:

Release Group:

OK Cancel Apply

Microsoft Active Directory can be implemented if desired.



Edit User

Username: administrator

Password: [Masked]

☒ IRIS (Intake & Booking)
☒ IRIS (Release)
☒ Administrator

Save Cancel

Application Options

General External Data Security **Face Camera** Iris Camera Server Customize

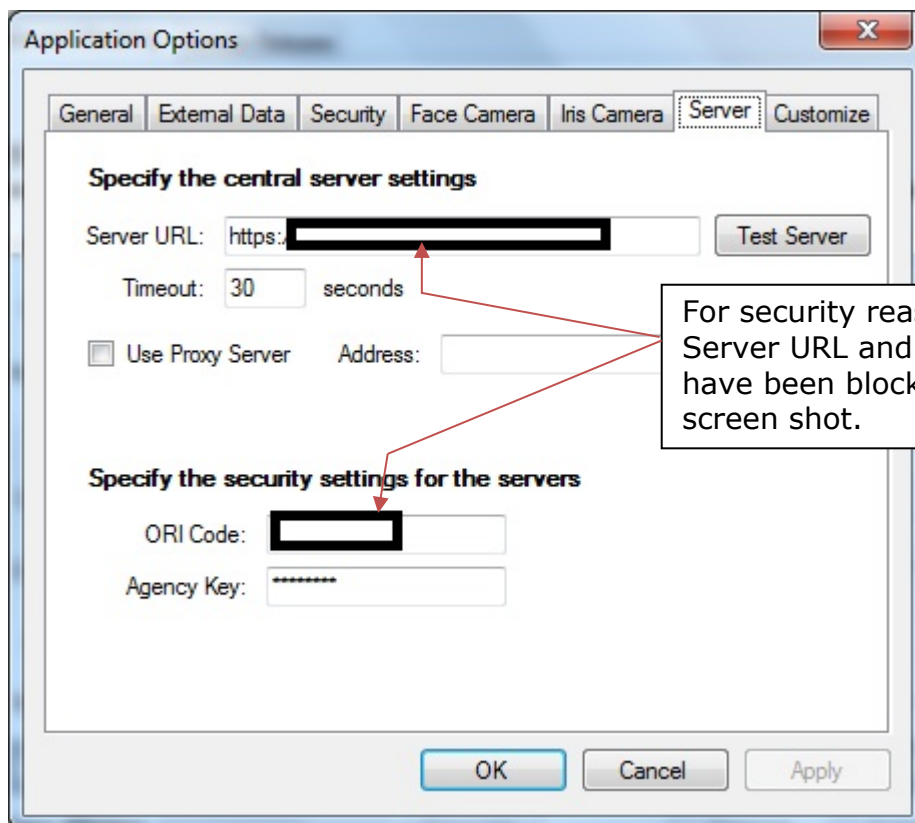
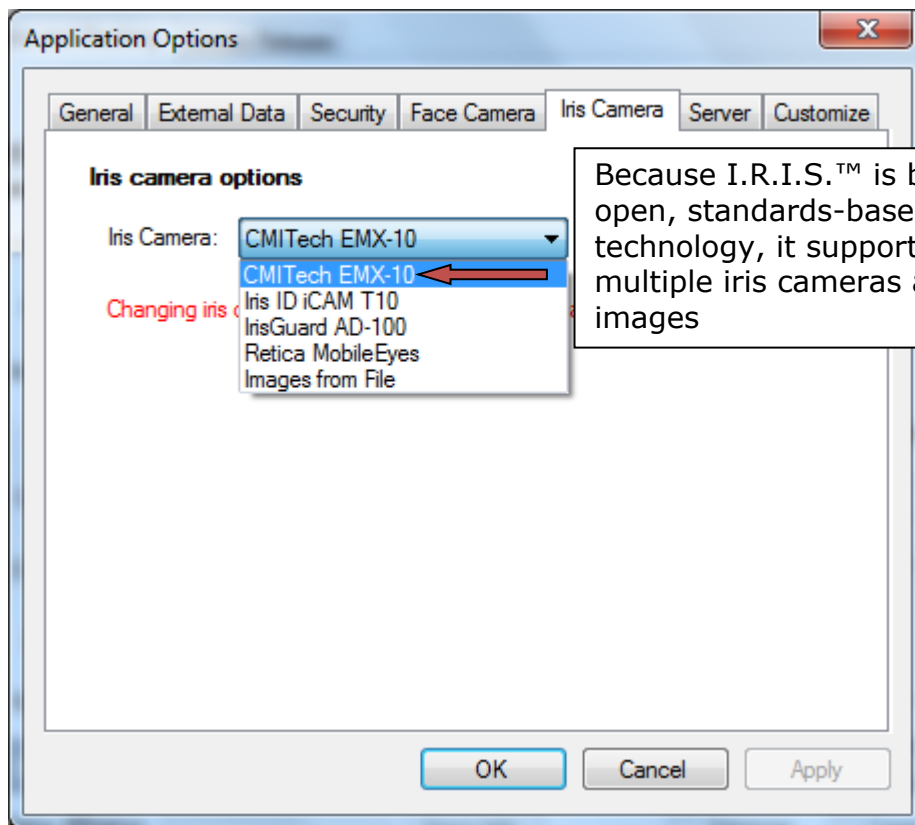
☒ **Webcam** Camera Index: 0

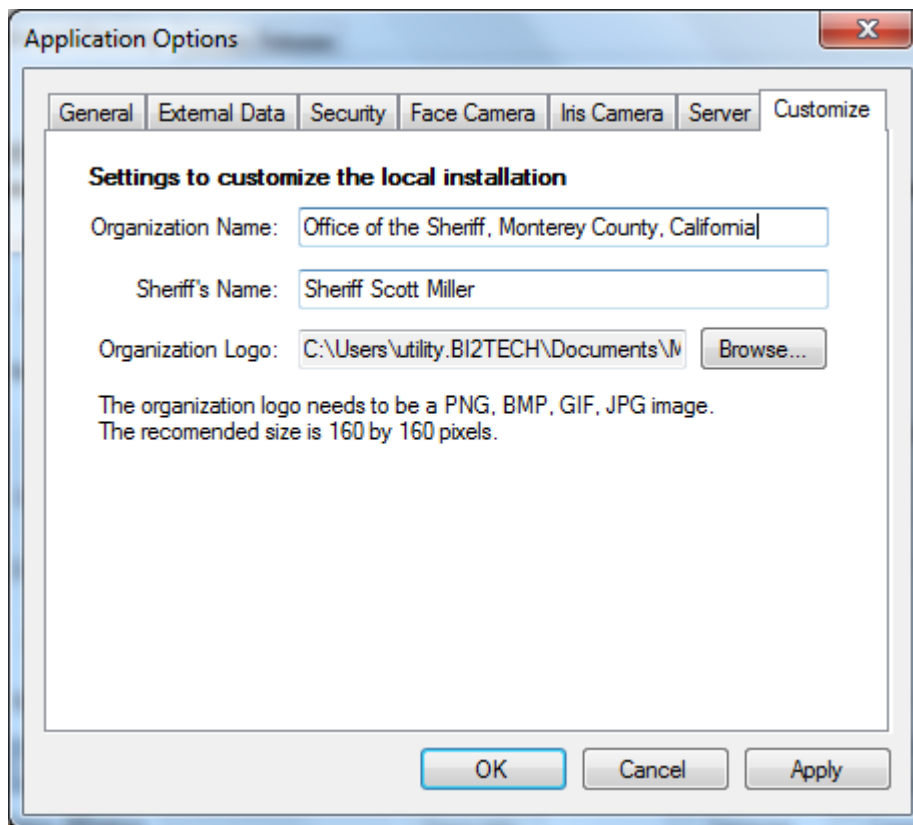
☐ **IrisGuard AD-100**

☐ **Manually Select Image File** Directory: [Empty]

☐ **Disable Photo Capture**

OK Cancel Apply





6. Digital photographs of the offender's irises.
7. Digital photographs of the offender (mug shots).
8. Details and history of the offender's arrest, offense(s), and charge(s).
9. Complete physical description of the offender.
10. Detailed demographic and descriptive information (e.g., DOB, SSN, citizenship, scars, marks, tattoos, etc.), multiple aliases, and addresses.
11. Detailed and automated Reporting Requirements, Reporting Status and Address Verification, as well as multiple Employment and School Information.

4. Med Verify™



**Reduce liability ...
Make sure the right
inmate gets the
right medication
and the right
medical care ...**

About Us

BI2 Technologies can ensure your medical personnel are able to positively identify inmates prior to issuing medications or providing medical care with a portable “med cart” ready version of I.R.I.S. (Inmate Recognition Identification System)

For Pricing Call ... John Leonard

Phone: (617) 992-1817
Email: jleonard@bi2technologies.com
Web: www.bi2technologies.com

*488 State Road, Suite 1
Plymouth, MA 02360*



*Help Your Medical Personnel Identify
Inmates In Seconds with I.R.I.S.™*

**Specifically Designed and
Engineered For Medical
Personnel**

- We listened to existing customers to design and engineer this ‘new’ innovative version of I.R.I.S.™ known as *Med Verify™*
- Portable and Med Cart Ready
- Installs on a laptop or tablet running Windows 10
- Positive inmate identification in seconds without slowing down your medical personnel

A world leader in the development and implementation of innovative and affordable iris recognition solutions for jails, prison and State Departments of Corrections

BI² TECHNOLOGIES
Biometric Intelligence & Identification Technologies

“Identification in the blink of an eye”

The screen shot BELOW is what a nurse (or staff member) would see once they have the inmate look into the biometric binocular camera and prior to distribution of medication.

12. Notice that there is checkbox just to the right of the “Verify” button. It is checked **“Most Recent Booking”** (Red arrow next page). Nurse don’t need to see the inmate’s booking history.
13. They only need to see the enrollment ‘mugshot’ and data collected from your facility on the most recent booking. The mugshot and data will help to quickly verify the identity of the inmate.
14. This process takes **less than (2) seconds** and ensure the right inmate will get the medications intended for them ... and the wrong inmate that claims to be someone else; or even has a wrist band that identifies them as someone else does **not**.
15. While a nurse cannot change any data, they can still view the data like **“Flags”** where there maybe notes on that inmate that could be valuable. In this case, the

individual is identified as having Diabetes Type 2 and takes Trulicity (Red arrow next page).

I.R.I.S. - Verify

Application Module Tools Help

Verify

☐ Intake ☐ Release ☒ Verify ☒ Most Recent Booking

SEARCH BY IRIS

Last Name: Leonard First Name: John Middle: D Suffix: JR Booking #: Med Very - Demo

Address: 488 State Road City: Plymouth State: MA ZIP: 02360

Address 2: County: Phone:

DOB: 07/31/1960 SSN: DL Number: DL State: MA

☒ US Citizen ☐ ICE 287(g) Referral Country of Birth: USA

Race: W Gender: M Height: 6' Weight: 246 Hair: Blonde Eye: Blue

Ethnicity: Skin Tone: Medium ☐ Detainee ☒ Committed ☐ Sex Offender

Gang Affiliation: Gang Info Housing Unit: P-4

Comments:

Sex Offender Illegal Alien Juvenile

DONE

Iris Capture: ☐ Right ☒ Both ☐ Left

Arrest Details Release Details **Flags (14)** SID Aliases (7) Charges (0) SMT (19) Parameters

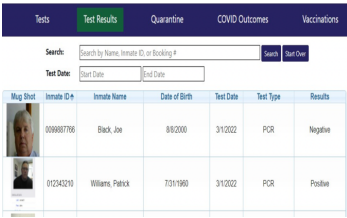
Type	Description	Alert	Expiration Date	Agency	Phone
Medical	Diabetic Type 2	True		Monroe County, NY	
Medical	Diabetic Type 2	True		Monroe County, NY	
Medical	Takes Trulicity q.wk	False		Atlanta DOC, GA	
Medical	Diabetic Type 2	True		Monroe County, NY	
Medical	Takes Trulicity q.wk	False		Atlanta DOC, GA	
Medical	Takes Trulicity q.wk	False		Atlanta DOC, GA	

Add

CITY OF ATLANTA
RESURGENS
1847 ATLANTA, GA 30301
CORRECTIONS

©2020 BI² Technologies. All rights reserved. Logged in as: administrator I.R.I.S. Version: 2.7.29.13 CMITech BMT-20

5. MED VERIFY PLUS™ -- THIS IS REQUIRED!



Integrates to your EMHR solution

Designed and Engineered for Jails and Prisons (Confinement Facilities)

- Is an allowable cost under the CDC Funding for Detection and Mitigation of COVID-19
- Reports can be automated to your needs, The Illinois State DOH and the Illinois State Sheriff's Association
- Sends an ALERT flag when a positive test is confirmed

Med Verify PLUS™

- An Add on Module to I.R.I.S.™
- Tracks COVID Vaccination, Testing and Quarantine information for Inmates
- Tracks Facility COVID Policies
- Tracks COVID Statistics for Staff
- Provides Statistical COVID Reporting for Participating Agencies Statewide
- Provides Statistical COVID Reports for Individual Agencies and Supportive Detailed Reports
- Interfaces to State Agencies for Reporting

About Us



BI2 Technologies ... A world leader in the development and implementation of innovative and affordable iris recognition solutions for jails, prison and Departments of Corrections


For More Info Call ... John Leonard
Phone: (617) 992-1817
Email: jleonard@bi2technologies.com
Web: www.bi2technologies.com

488 State Road, Suite 1
Plymouth, MA 02360

COVID Staff Statistics		
As of 2022-04-22 16:53:26		
BI2 Technologies (Demo)	#	%
Total Staff Count	22	
Staff Absent -- COVID Positive	3	13 %
Staff Absent -- Quarantined	6	27 %
Total Staff Tested	18	81 %
Total Staff Tested Positive	4	18 %

COVID Resident Statistics		
As of 2022-04-22 16:53:26		
BI2 Technologies (Demo)	#	%
Total Residents In Custody	116	
Total Residents Tested	103	88 %
Total Residents Tested Positive	23	19 %
Total Residents Quarantined	34	29 %
Total Residents Recovered	17	14 %
Total Residents Hospitalized	6	5 %
Total Residents Deceased	0	0 %
Total Residents Released Positive	4	3 %
Total Residents In Custody Positive	2	1 %

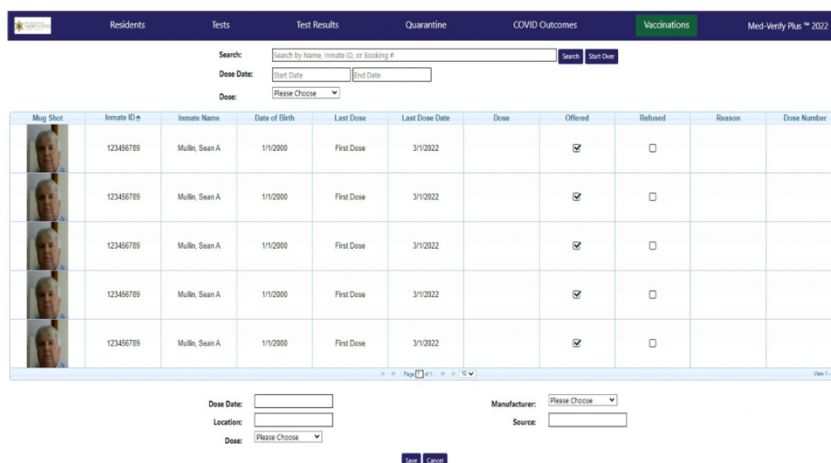
COVID Positive Resident Details					
Test Date	Last	First	Middle	DOB	Photo
2022-03-15	MULLIN	SEAN	G	1954-08-09	
Inmate tested positive at intake					
2022-03-21	Leonard	John		1965-07-31	
Symptoms					



"Identification in the blink of an eye"

Resident (Inmate) – Vaccination Information

- Residents can be selected:**
 - individually by name, booking or inmate number
 - by the date of their last dose
 - by dose
- Update the records** returned with their dose information
- Hit Save to save** vaccination information.



The screenshot shows the 'Vaccinations' tab in the Med Verify PLUS interface. It features a search bar at the top with fields for 'Search by Name, Inmate ID, or Booking #', 'Dose Date', and 'Dose'. Below the search bar is a table with columns: Mug Shot, Inmate ID, Inmate Name, Date of Birth, Last Dose, Last Dose Date, Dose, Offered, Refused, Reason, and Dose Number. The table contains five rows of data for an inmate named 'Mullin, Sean A' with Inmate ID 123456789, all showing 'First Dose' on 3/1/2022. At the bottom, there are fields for 'Dose Date', 'Location', 'Dose', 'Manufacturer', and 'Source', along with 'Save' and 'Cancel' buttons.

Residents (Inmate) – Quarantine Information

- Residents can be selected
 - individually by name, booking or inmate number
 - by booking date to support selection to quarantine on intake.
 - by Housing location to support selection to quarantine based on exposure in their housing unit.
 - by having a positive test result
- Select the residents to quarantine
- Enter the quarantine information
- Hit Save to create quarantine records.

Search: Search Start Over

Booking Date: Start Date End Date

Housing: Reason: Positive Result: ☐

Mug Shot	Inmate ID #	Inmate Name	Date of Birth	Reason	Close Contact	Exposure Source	Exposure Date
	123456789	Mullin, Sean A	1/1/2000	Exposure	Yes	Unknown	3/10/2022
	123456789	Mullin, Sean A	1/1/2000	Exposure	Yes	Unknown	3/10/2022
	123456789	Mullin, Sean A	1/1/2000	Exposure	Yes	Unknown	3/10/2022
	123456789	Mullin, Sean A	1/1/2000	Exposure	Yes	Unknown	3/10/2022
	123456789	Mullin, Sean A	1/1/2000	Exposure	Yes	Unknown	3/10/2022

Quarantine Date: Reason: Duration:

Exposure Source: Scheduled End Date:

Exposure Date: Actual End Date:

BF TECHNOLOGIES © 2020-2022

Resident (Inmate) Mgmt.

- Resident records will initially be created automatically when a person is enrolled in IRIS.
- The "In Custody" flag will be cleared automatically when a person is released in IRIS.

First Name: Middle Name: Last Name: Suffix:

Date of Birth: Phone Number:

Address: Apt/Unit: City/Town: State: Zip Code:

Homeless: ☐ Emergency Contact: Emergency Contact Phone:

Federal ID: State ID: Alien Reg. Number: Booking Number:

Enrollee ID: Inmate ID: Known Aliases: Height: Weight:

Sex: Race: In Custody: ☐ Ethnicity: Held For:

BF TECHNOLOGIES © 2020-2022

Facility Section

- Facility Information is initially automatically populated from IRIS
- Facility information can be updated
- Capacity information can be entered once and updated if areas are temporarily closed
- Head Count information can be entered daily if everyone

The screenshot displays the 'Facility' section of a software interface. At the top, there is a navigation bar with links: Home, Facility (active), Staff, Administrator, John Doe's Profile, and Med-Verify Plus™ 2022. Below the navigation bar, the facility details are shown in a two-column layout:

Facility:	Orleans Parish, LA	ORI:	LAC080000
Address:	2800 Perdido St	Address 2:	Unit #1224
City:	New Orleans	State:	LA
Phone:	504-622-0000	Zip Code:	70119
Facility Type:	Super Max	OP Authority:	Sheriff's Office
Security Level:	Medium	Private Operator:	No
OP Name:	Prison		

Below the details, there are three main sections:

- Facility Capacity:** Includes a 'Date' field (mm/dd/yyyy) and a 'Total Beds' field. Buttons for 'Save' and 'Cancel' are present.
- Facility Count:** Includes a 'Date' field (mm/dd/yyyy) and a 'Count' field. Buttons for 'Save' and 'Cancel' are present.
- Facility Quarantine Policies:** Includes fields for 'Policy Start Date' (mm/dd/yyyy), 'Policy End Date' (mm/dd/yyyy), 'Intake Quarantine Duration', 'Exposure Quarantine Duration', 'Release Quarantine Duration', 'Transfer Quarantine Duration', and 'Isolation Quarantine Duration'. Buttons for 'Save' and 'Cancel' are present.

At the bottom, the logo for 'BI2 TECHNOLOGIES' is displayed, along with the text 'Biometric Intelligence & Identification Technologies' and '© 2020-2022'.

Tracks Facility Information including
Address, Phone, etc
Number of Beds
Daily Count

Tracks Facility COVID Policies
Quarantine policies for
Intake, Transfer,
Release, Exposure,
Positive Test Result

Tracks Staff COVID Statistics
User Administration for
Agency Users

6. MORIS (Laptop Version) for vehicles

MORIS

Personal Data

Last Name

First Name

Middle Name

DOB

Criminal Data

State ID

FBI Number

Inmate ID

Document Data

SSN

DL Number

DL State

Passport Number

Green Card Number

Sex Offender


Reg Number

- This is a “Look Up” application for anyone enrolled in the system (throughout the entire country)
- Once you hit “Search” the response is literally **less than (1-2) seconds!**
- Searching on “Data” (any field above) hit the “Search” button (**Red arrow** above)
- The system will search through the PSS Database relative to the data and match that data to what’s unique about this inmates’ eyes.
- The response back will return ‘every time’ **this inmate** has been **enrolled in the PSS Database regardless of ... Name, DOB, etc. ...** It’s the unique characteristics of the irides that ties together all the data.
- The human iris is composed of small crypts, pits, striations, fibers, furrows, pigmentation, and other structures which create its unsurpassed uniqueness. The iris appearance is so complex and unique that not even your own right and left irises are the same. Even identical twins have different iris patterns. Once an iris pattern is converted to mathematical code using BI2’s own algorithm, each iris is then searched against all of the iris stored in the PSS database to look for an identity match. The likelihood of any (2) people having the same pattern is a staggering 1 in 10 to the 78th power. (The length of the Universe as we know it is only 10 to the power of 26).
- BI2 Technologies is the only company in North America to offer this innovative biometric technology and database to the country’s Sheriff’s (jails) and DOC’s (prison systems).


Response on the laptop version from the query above

MORIS


Back to Search



KALONI, BRIAN
Date of Birth 10/28/1992
Enrolled 02/18/2022 ID 1023839
Booking # 001019063




Bynum, Tyreke
Date of Birth 06/20/1994
Enrolled 08/06/2021 ID 1023839
Booking # 2103012



THOMAS, JORDN JEFFREY
Date of Birth 06/12/1994
Enrolled 10/24/2020 ID 1023839
Booking # 2000008943

PHOTO



ENROLLEE DATA

Last: THOMAS

First: JORDN

Middle: JEFFREY

Suffix:

DOB: 06/12/1994

Address 1: 3527 NOSTRAND AVE

Address 2:

City: BROOKLYN

State: NY

AGREEMENT

This Agreement, made this ____ day of ____, 2022 by and between the Illinois Sheriffs' Association, with offices located at, 401 E Washington, Springfield, IL 62701 hereinafter referred to as ISA, and the **County Sheriff's Office**

WHEREAS, ISA has been awarded a grant/contract from the Center Disease Control Prevention and the Illinois Department of Public Health, hereinafter referred to as the "Project Sponsor", hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Detection & Mitigation of COVID-19 in Confinement Facilities

WHEREAS, the **County Sheriff's Office** has represented to ISA that it will actively participate and implement the purchased qualified and approved materials and or services for the Detection and Mitigation of COVID-19 in their jail.

Contract Start Date:

Contract End Date: (4 years after initiation)

ISA Program Contacts: Joyce Klein, Teri Schroeder and Jim Kaitschuk

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Program Requirements/Parameters

a) The ISA will coordinate and manage the acquisition, implementation, and operation of an integrated, comprehensive program with the **County Sheriff's Office** a technology solution which will to help Sheriffs effectively and efficiently detect and mitigate COVID-19 and its variants (and other communicable diseases now and in the future), in their jail. This system will improve the safety and health of staff, individuals in custody, visitors, and the public.

b) The **County Sheriff's Office** agrees that the system will be integrated with the jail's existing Jail Management System (JMS) and medical/healthcare system (electronic or paper-based) to virtually eliminate duplicate data entry and introduction of errors. The **Sheriffs' Office** will use the national, real-time I.R.I.S.™ biometric identification system at Intake/Booking to quickly capture a digital photograph of the unique features in the individual's irises. This biometric data is used to search and determine the identity and prior criminal activity of the individual in custody by comparing it, in seconds, to the Sheriffs' national I.R.I.S.™ database securely maintained at Nlets. If no match is found, a new record is created, and the individual is enrolled in the Sheriffs' I.R.I.S.™ system.

The individual's I.R.I.S.™ record is then integrated with limited and select data (100% HIPAA compliant) from the individual's medical/healthcare record. Data from the jail's JMS and medical/healthcare systems is combined with the iris biometric identification information to create the IRIS Med-Verify Plus™ record.

The encrypted data in the IRIS Med-Verify Plus™ record is used to efficiently capture, store, track, monitor, manage, and securely share critically needed healthcare and criminal justice information about an individual while in custody, when moved to another facility, or when released back into the community.

Unique and powerful alerts, and geo-based mapping technologies, are integrated with IRIS Med-Verify Plus™ which automatically and securely inform and provide real-time updates to the **Sheriff's Office**, state (IDPH) and local public health officials.

1-The biometric camera and the mount will be located within 25' (feet) from the "Intake" station computer and the "Release" stations computer.

- a. That is the maximum length of the cable that runs from the camera and the computer
- b. The mount needs to be installed (with 4 screws) on a countertop within that 10' from that computer.
- c. The computer shall have a "USB" port open to plug in the camera.

2-The **County Sheriff's Office** shall covid test new arrestees OR arrestees who remain in custody after first court appearance by a) a contracted vendor provided through the ISA to perform and process test, b) their own staff who will be supplied tests from ISA and have those test processed through ISA contracted vendor, or c) their own staff with use of an ISA supplied testing equipment and supplies. Rapid tests administered by jail staff are accepted.

3-The **County Sheriff's Office** shall report to IDPH, county and each individual their covid test results.

4-Provide monthly reports to ISA and additional as requested on testing and status of IRIS program. Reports will include but may not be limited to: total bookings, total inmates entered into IRIS and total inmates covid tested.

_____	_____	_____	_____
ISA	Date	Sheriff	Date

Name _____	Name _____
------------	------------

Title_____	Title_____
------------	------------



Resolution Executive Summary

Prepared By: Dominick Barcellona
Committee: Public Safety & Judiciary Committee
Committee Date: 01/18/2023
Resolution Title: RESOLUTION AUTHORIZING SERVICE AGREEMENT FOR POLICE SERVICES WITH 815 ENTERTAINMENT LLC, DBA HARD ROCK CASINO ROCKFORD
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: 01/26/2023
Budget Information:

Was item budgeted? No	Amount: \$289,802.28
If not, explain funding source: 815 Entertainment LLC, dba Hard Rock Casino Rockford	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Department proposes to accept a police-servicing contract with 815 Entertainment LLC, dba Hard Rock Casino Rockford for one year. This agreement provides funding for 4,380 hours of police coverage per year (12 hours per day for 365 days per year).

Recommendation: Deputy Chief, Dominick Barcellona recommends the following 1-year Policing Agreement:

The Winnebago County Sheriff's Department will provide police services as agreed to 815 Entertainment LLC, dba Hard Rock Casino Rockford for the amount of \$289,802.28 for one year beginning January 1, 2023.

Contract/Agreement: Winnebago County will enter into this Agreement with 815 Entertainment LLC, dba Hard Rock Casino Rockford for police services until December 31, 2023.

Legal Review: The Winnebago County State's Attorney's Office has reviewed this agreement.

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

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

**Resolution Authorizing Service Agreement for Police Services with 815
Entertainment LLC, DBA Hard Rock Casino Rockford**

WHEREAS, the Winnebago County Sheriff's Department proposes to accept police services for the Hard Rock Casino Rockford for one year with coverage of 12 hours per day with a total of 4,380 hours for 365 days; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of police services for the Hard Rock Casino and recommends accepting an agreement from:

**815 Entertainment LLC,
DBA Hard Rock Casino Rockford
610 North Bell School Road
Rockford, Illinois 61114**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an agreement, similar in language to Resolution Exhibit A, with 815 ENTERTAINMENT LLC, DBA HARD ROCK CASINO ROCKFORD, 610 NORTH BELL SCHOOL ROAD, ROCKFORD, ILLINOIS 61114.

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

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

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 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

AGREEMENT FOR POLICE SERVICES

This Agreement for Police Services ("Agreement") entered into by and among the 815 Entertainment LLC, dba Hard Rock Casino Rockford ("Hard Rock"), the County of Winnebago, Illinois ("County") and the Winnebago County Sheriff's Office ("Sheriff") for the purchase and provision of law enforcement services to Hard Rock, located at 610 N. Bell School Rd, Rockford, Illinois. Hard Rock, the County and the Sheriff are collectively referred to as the "Parties" or individually as a "Party."

The Parties hereby agree as follows:

Section I. TERM

- A. This Agreement shall commence on January 1, 2023 and terminate automatically on December 31st, 2023, unless it is renewed in writing by the parties on or before the termination date of December 31, 2023.
- B. This Agreement may be amended by agreement or terminated, by the parties upon a 30-day written notice executed by any one of the parties.

Section II. STAFFING BY SHERIFF'S DEPUTIES

- A. The Sheriff, pursuant to this Agreement, shall assign fully equipped uniformed Deputies totaling 4,380 hours per year to provide the law enforcement services and schedule listed herein.
- B. One (1) Deputy will be assigned exclusively to Hard Rock located at 610 N. Bell School Rd., Rockford, Illinois twelve (12) hours per day; three hundred sixty-five (365) days per year. The hours will be determined by Hard Rock Management
- C. Hard Rock reserves the right to request additional personnel. Additional personnel may require an additional fee as negotiated by the parties at the time of the request.
- D. Deputies assigned to work at the Hard Rock property shall report to and work under the direct supervision of the Winnebago County Sheriff's Office Command Staff.
- E. Deputies that are assigned will assist Hard Rock security staff and management staff with any requests for police services, patrol the exterior and interior of the building, provide assistance to customers and staff as requested, and be present for the money pick up from the casino. The primary goal is to provide extra visual deterrence and protection to patrons and staff.

Section III. COORDINATION

The Deputy Chief assigned by the Sheriff shall serve as liaison to the Hard Rock Police Program. The liaison shall be available to the Hard Rock representatives to assist in the implementation of this Agreement.

Section IV. UNIFORMS

Designated Sheriff's Deputies shall be fully equipped by the Sheriff and shall wear the authorized uniform of the Sheriff's Office. Additional or alternative clothing for special assignments shall be approved by the Deputy Chief serving as liaison.

Section V. INDEMNIFICATION

Hard Rock shall indemnify, defend and hold harmless the Sheriff, the County and the Sheriff and County's officers, agents, elected and appointed officials, and employees, from and against any and all claims, loss, damage, injury and liability, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of Hard Rock, and/or Hard Rock's officers, agents and employees in connection with or as a result of this Agreement.

Section VI. REIMBURSEMENT PROCEDURES

A. Hard Rock shall compensate the County for police services as follows:

1. Hard Rock agrees to reimburse the Sheriff for the actual personnel costs (salary and fringe benefits) for the deputies providing police services to Hard Rock under this Agreement. The Sheriff shall remain the sole and exclusive employer of the deputies and any other personnel assigned to perform any duties under this Agreement, and shall be responsible for securing Worker's Compensation coverage for all such employees. Under no circumstances shall any of the deputies or other employees assigned by the Sheriff to perform tasks and duties under this Agreement be considered employees of Hard Rock.

- a) **ESTIMATED ANNUAL TOTAL:** 12-month Senior Deputy pay working 4,380 hours for a total of **\$289,802.28**.

- b) Payments shall be made monthly based on a flat rate equal to one month (i.e. 1/12th) of the estimated annual amount. (\$24,150.19 per month)

B. This Agreement shall automatically be modified to accurately reflect any increases or decreases as adjustments to salaries and fringe benefits of officers, conforming to any changes in the Fraternal Order of Police Lodge #50 contract between the officers and Winnebago County. The Sheriff shall notify Hard Rock of any change of compensation

or any change of the Fraternal Order of Police Lodge #50 contract, in writing at least thirty (30) days prior to such change becoming effective.

SECTION VII. NOTICE

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the County:

County of Winnebago, Illinois
Attn: Chairman Joseph Chiarelli
404 Elm Street, Room 533
Rockford, Illinois 61101

If to Hard Rock:

815 Entertainment LLC,
dba Hard Rock Casino Rockford
610 N. Bell School Rd.
Rockford, IL 61114

With a copy to:

Winnebago County Sheriff's Office
Attn: Sheriff Gary Caruana
650 W. State Street
Rockford, Illinois 61102

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

Section VIII. MISCELLANEOUS

- A. The County agrees to keep in force during the term of the Agreement, Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to maintain the above insurance shall constitute default, and Hard Rock may cancel this Agreement.
- B. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters in the performance of the police protection and law enforcement services provided herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the training, equipment, and discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of Hard Rock undertake to direct any of the assigned personnel as to the performance of police protection and law enforcement services.

- C. Notwithstanding the foregoing, Hard Rock shall have the right to request additional services, such as traffic control, special events, and incident investigation. Any request for additional services may require an additional fee as negotiated by the parties at the time of the request. Hard Rock shall not control the method of performance of such services, but may request the time and place of performance, and the number of officers to be involved, except where the same may conflict with minimum staffing rules or policies of the Sheriff.
- D. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
- E. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. This Agreement shall be binding upon the parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
- F. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- G. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

THIS AGREEMENT shall be effective upon the signing of the last party and approval by the County Board of Winnebago County, Illinois, the Sheriff of Winnebago County, Illinois, and Hard Rock.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the ____ day of _____, 2023.

815 Entertainment, LLC
dba, Hard Rock Casino Rockford

By: _____
General Manager

Attest: _____

County of Winnebago

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

By: _____
Gary Caruana
Winnebago County Sheriff

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

UNFINISHED BUSINESS

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: J. Hanley/ Christy Skahill

Committee: Finance Committee

Committee Date: January 5, 2023

Resolution Title: Ordinance for a Budget Amendment for State's Attorney State Forfeiture Funds

County Code: Not Applicable

Board Meeting Date: January 12, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	NA
If not, explain funding source: Existing balance of State's Attorney Forfeiture funds			
ORG/OBJ/Project Code: 42310-various		Budget Impact: \$100,000	

Background Information: Currently the State's Attorney State Forfeiture Fund has an existing balance of \$159,684. During the FY23 budget preparation, there was not a plan to expend these funds due to the restricted nature. An appropriate use of these funds has now been determined. The budget amendment is required in order to expend these funds properly.

Recommendation: Finance Department recommends.

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: January 5, 2023
Lay Over: January 12, 2023
Final Vote: January 26, 2023

2023

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County periodically receives forfeiture funds from the State of Illinois which are restricted in nature and accounted for in a restricted County fund. The current available fund balance is \$159,684. The State's Attorney has determined an appropriate use for a portion of these funds.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 30, 2022 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-006 State's Attorney Forfeiture Funds**.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2023-006	
DEPARTMENT:		State's Attorney		SUBMITTED BY: J Hanley / Christy Skahill	
FUND#:		0123		DEPT. BUDGET NO. 42310	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
42310	43941		Dues & Memberships	\$0	\$0	\$0	\$15,000	\$15,000
42310	43942		Instruction and Schooling	\$0	\$0	\$0	\$40,000	\$40,000
42310	42115		Office Equipment	\$0	\$0	\$0	\$40,000	\$40,000
42310	43190		Other Professional Services	\$0	\$0	\$0	\$5,000	\$5,000
Revenue								
TOTAL ADJUSTMENT:							\$100,000	
Reason budget amendment is required:								
Currently the State's Attorney State Forfeiture Fund has an existing balance of \$159,684. During the FY23 budget preparation, there was not a plan to expend these funds due to the restricted nature. An appropriate use of these funds has now been determined. The budget amendment is required in order to expend these funds properly.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$100,000								
Revenue Source: Fund 0123 Fund Balance								



Ordinance Executive Summary

Prepared By: Dave Rickert and Finance Department

Committee: Finance Committee

Committee Date: January 5, 2023

Resolution Title: Budget Amendment for Year End Adjustments

County Code: Not Applicable

Board Meeting Date: January 12, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	NA
If not, explain funding source: See attached details			
ORG/OBJ/Project Code: Various		Budget Impact: Varies by fund	

Background Information: The Winnebago County fiscal year ended as of September 30, 2022. Accounting entries are made through the end of December for revenues and expenses that relate to activity occurring in the prior fiscal year. Upon final review of all funds, certain revenues and expenditures have exceeded budgeted amounts. Details are included in the attached documentation and vary by fund.

Recommendation: Finance Department recommends approval.

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: January 5, 2023
Lay Over: January 12, 2023
Final Vote: January 26, 2023

2023 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County State's Attorney's Office fiscal year ended September 30, 2022 and activity related to this time period is required to be recorded in that appropriate period generally accepted accounting principles (GAAP). Certain revenues and expenses have exceeded budgeted amounts. This amendment will update the budget to coincide with actual activity and,

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

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55 ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#22-025 Final Year End**.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

JOSEPH 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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		11500-City Elections		SUBMITTED BY: Finance	
FUND#:		0001		DEPT. BUDGET NO. 11500	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
11500	41110		Regular Salaries	\$139,038	\$0	\$139,038	\$345	\$139,383
11500	41120		Temporary Salaries	\$0	\$0	\$0	\$7,375	\$7,375
Revenue								
TOTAL ADJUSTMENT:							\$7,720	
Reason budget amendment is required:								
Increase personnel budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$7,720								
Revenue Source: General Fund revenues								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/5/2023 AMENDMENT NO: 2022-025							
DEPARTMENT: 12000-Facilities SUBMITTED BY: Dave Rickert							
FUND#: 0001 DEPT. BUDGET NO. 12000							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
12000	41110	Regular Salaries	\$1,396,904	\$0	\$1,396,904	(\$226,444)	\$1,170,460
12000	41130	Overtime	\$98,000	\$0	\$98,000	(\$7,558)	\$90,442
12000	43190	Other Professional Services	\$10,000	\$0	\$10,000	\$104,841	\$114,841
12000	43620	Electricity	\$1,000,000	\$0	\$1,000,000	\$119,931	\$1,119,931
12000	43640	Waste Removal Services	\$141,997	\$0	\$141,997	\$106,401	\$248,398
12000	43730	Equipment Repairs & Maint	\$280,000	\$0	\$280,000	\$34,368	\$314,368
Revenue							
TOTAL ADJUSTMENT:						\$131,539	
Reason budget amendment is required:							
Reclass from personnel to supplies and services and increase various expense budgets for increased expenses.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget: \$0							
Revenue Source: General Fund revenues							

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/5/2023								AMENDMENT NO: 2022-025	
DEPARTMENT: 13500-County Administration								SUBMITTED BY: Dave Rickert	
FUND#: 0001 / 0101								DEPT. BUDGET NO. 13500 / 40100	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment		
Expenditures									
13500	41211	Health Insurance - Employer	\$6,651,939	\$6,776	\$6,658,715	\$402,215	\$7,060,930		
40100	41211	Health Insurance - Employer	\$5,705,249	\$3,388	\$5,708,637	(\$402,215)	\$5,306,422		
13500	43140	Legal	\$10,000	\$0	\$10,000	\$57,511	\$67,511		
13500	43190	Other Professional Services	\$361,689	\$98,721	\$460,410	\$350,000	\$810,410		
13500	43350	Towing	\$79,000	\$0	\$79,000	\$54,805	\$133,805		
13500	43950	Tax & License Fees	\$800,000	\$0	\$800,000	\$719,675	\$1,519,675		
13500	43990	Other Unclassified Service	\$25,000	\$0	\$25,000	\$31,270	\$56,270		
Revenue									
13500	33280	Franchise Fee Revenue	(\$760,000)	\$0	(\$760,000)	(\$95,023)	(\$855,023)		
13500	34950	Impound Fees & Sales	(\$290,000)	\$0	(\$290,000)	(\$131,075)	(\$421,075)		
13500	39641	Video Gaming Tax	(\$300,000)	\$0	(\$300,000)	(\$278,354)	(\$578,354)		
15500	34990	Misc Charges (Rev Stamp Proceeds)	(\$1,555,983)	\$0	(\$1,555,983)	(\$708,809)	(\$2,264,792)		
TOTAL ADJUSTMENT:						\$0			
Reason budget amendment is required:									
Reclass from personnel to supplies and services and increase various revenue and expense budgets.									
Potential alternatives to budget amendment:									
None									
Impact to fiscal year 2022 budget: \$0									
Revenue Source: General Fund revenues									

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		14500 - Purchasing		SUBMITTED BY: Finance	
FUND#:		0001		DEPT. BUDGET NO. 14500	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
14500	41110		Regular Salaries	\$194,466	\$17,000	\$211,466	\$8,985	\$220,451
14500	43190		Other Professional Services	\$95	\$10,000	\$10,095	(\$855)	\$9,240
14500	43942		Instruction & Schooling	\$2,000	\$0	\$2,000	(\$933)	\$1,067
Revenue								
TOTAL ADJUSTMENT:							\$7,197	
Reason budget amendment is required:								
Increase personnel budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$7,197								
Revenue Source: General Fund revenues								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		27000 - PSB Costs		SUBMITTED BY: Finance	
FUND#:		0001		DEPT. BUDGET NO. 27000	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
27000	43730		Equipment Repairs & Maint	\$0	\$0	\$0	\$79,216	\$79,216
Revenue								
TOTAL ADJUSTMENT:							\$79,216	
Reason budget amendment is required:								
Increase supplies and services budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$79,216								
Revenue Source: General Fund revenues								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		31500 - Circuit Clerk		SUBMITTED BY: Finance	
FUND#:		0001		DEPT. BUDGET NO. 31500	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
31500	41110		Regular Salaries	\$3,266,408	\$0	\$3,266,408	\$177,355	\$3,443,763
31500	41115		Vacation Payouts	\$0	\$0	\$0	\$1,071	\$1,071
31500	41120		Temporary Salaries	\$32,000	\$0	\$32,000	\$3,227	\$35,227
31500	41130		Overtime	\$108,000	\$0	\$108,000	\$41,007	\$149,007
Revenue								
TOTAL ADJUSTMENT:							\$222,660	
Reason budget amendment is required:								
Increase personnel budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$222,660								
Revenue Source: General Fund revenues								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		40800 - Court Security Fee		SUBMITTED BY: Finance	
FUND#:		0108		DEPT. BUDGET NO. 40800	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40800	49110		Transfer to Other Funds	\$660,000	\$0	\$660,000	\$25,380	\$685,380
Revenue								
40800	34120		Document Filing Fee	(\$660,000)	\$0	(\$660,000)	(\$25,380)	(\$685,380)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase revenue and transfer to general fund to agree with actuals								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/5/2023 AMENDMENT NO: 2022-025								
DEPARTMENT: 41800 - Neutral Site Custody Exchange SUBMITTED BY: Finance								
FUND#: 0118 DEPT. BUDGET NO. 41800								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
41800	43190		Other Professional Services	\$160,000	\$0	\$160,000	\$26,326	\$186,326
Revenue								
41800	34110		General County Services	(\$160,000)	\$0	(\$160,000)	(\$26,161)	(\$186,161)
41800	39210		Interest	\$0	\$0	\$0	(\$165)	(\$165)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase revenue and expense to agree with actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/5/2023 AMENDMENT NO: 2022-025								
DEPARTMENT: 41900 - Coroner Fee Fund SUBMITTED BY: Finance								
FUND#: 0119 DEPT. BUDGET NO. 41900								
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
41900	42265		Morgue Supplies	\$0	\$0	\$0	\$1,776	\$1,776
41900	43150		Medical & Dental Supplies	\$111,000	\$0	\$111,000	\$17,000	\$128,000
41900	43190		Other Professional Services	\$0	\$0	\$0	\$900	\$900
41900	43310		Travel	\$0	\$0	\$0	\$1,095	\$1,095
41900	46430		Machinery & Equipment	\$0	\$37,900	\$37,900	\$26,095	\$63,995
Revenue								
41900	32140		Local Payments	\$0	\$0	\$0	(\$29,430)	(\$29,430)
TOTAL ADJUSTMENT:							\$17,436	
Reason budget amendment is required:								
Increase revenue and expense to agree with actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		42100 - Hotel/Motel Tax		SUBMITTED BY: Finance	
FUND#:		0121		DEPT. BUDGET NO. 42100	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
42100	43190		Other Professional Services	\$900,000	\$0	\$900,000	\$175,000	\$1,075,000
Revenue								
42100	39990		Other Unclassified Revenue	\$900,000	\$0	\$900,000	(\$175,000)	\$725,000
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase revenue and expense to agree with actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025				
DEPARTMENT:		44900 - County Automation Fund		SUBMITTED BY: Finance				
FUND#:		0129		DEPT. BUDGET NO. 44900				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
44900	43167		Software Subscription	\$46,000	\$0	\$46,000	\$8,535	\$54,535
Revenue								
44900	34125		Subscription Svc Fee	(\$319,000)	\$0	(\$319,000)	(\$8,472)	(\$327,472)
44900	39210		Interest	\$0	\$0	\$0	(\$63)	(\$63)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase revenue and expense to agree with actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025				
DEPARTMENT:		45500 - Memorial Hall		SUBMITTED BY: Finance				
FUND#:		0155		DEPT. BUDGET NO. 45500				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45500	43159		Guest, Event Expenses	\$0	\$0	\$0	\$27,860	\$27,860
45500	46320		Building Improvements	\$232,000	\$0	\$232,000	\$5,800	\$237,800
Revenue								
45500	39310		Rent	(\$8,000)	\$0	(\$8,000)	(\$4,284)	(\$12,284)
45500	39620		Donations	(\$5,000)	\$0	(\$5,000)	(\$23,508)	(\$28,508)
TOTAL ADJUSTMENT:							\$5,868	
Reason budget amendment is required:								
Increase revenue and expense to agree with actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$5,868								
Revenue Source: Memorial Hall Fund balance								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025				
DEPARTMENT:		48500 - Health Insurance Fund		SUBMITTED BY: Finance				
FUND#:		0185		DEPT. BUDGET NO. 48500				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
48500	43150		Medical & Dental	\$15,810,500	\$0	\$15,810,500	\$600,780	\$16,411,280
Revenue								
TOTAL ADJUSTMENT:							\$600,780	
Reason budget amendment is required:								
Health insurance claims exceeded budget								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$600,780								
Revenue Source: Health Insurance Fund balance								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025				
DEPARTMENT:		49400 - Tort Fund		SUBMITTED BY: Finance				
FUND#:		0194		DEPT. BUDGET NO. 49400				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
49400	43510		Liability Insurance	\$1,150,000	\$0	\$1,150,000	\$321,400	\$1,471,400
49400	43520		Liability Claims	\$600,000	\$0	\$600,000	\$785,000	\$1,385,000
Revenue								
TOTAL ADJUSTMENT:							\$1,106,400	
Reason budget amendment is required:								
Liability insurance premium increase and claims increase								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$1,106,400								
Revenue Source: FY23 transfer from general fund to support negative cash balance								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		60700 - Community Revolving Loan		SUBMITTED BY: Finance	
FUND#:		0307		DEPT. BUDGET NO. 60700	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
60700	43190		Other Professional Service	\$20,000	\$0	\$20,000	\$8,343	\$28,343
Revenue								
TOTAL ADJUSTMENT:							\$8,343	
Reason budget amendment is required:								
Administrative fees for new loans exceeded budget								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$8,343								
Revenue Source: Community revolving loan available fund balance								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		61000 - City Election Fund		SUBMITTED BY: Finance	
FUND#:		0310		DEPT. BUDGET NO. 61000	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61000	43932		Other Programs	\$907,000	\$0	\$907,000	\$6,560	\$913,560
Revenue								
61000	31110		Real Estate Taxes	(\$907,000)	\$0	(\$907,000)	(\$6,560)	(\$913,560)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Actual general fund tax allocation to city election fund exceeded budgeted amount								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		61100 - ERAP 1		SUBMITTED BY: Finance	
FUND#:		0311		DEPT. BUDGET NO. 61100	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61100	43192		Rent Assistance	\$2,561,674	\$0	\$2,561,674	\$53,964	\$2,615,638
61100	48211		Health Insurance - Employer	\$0	\$0	\$0	\$20,930	\$20,930
Revenue								
TOTAL ADJUSTMENT:							\$74,894	
Reason budget amendment is required:								
Adjust budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$74,894								
Revenue Source: ERAP 1 available fund balance.								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		61200 - ERAP 2		SUBMITTED BY: Finance	
FUND#:		0312		DEPT. BUDGET NO. 61200	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61200	48211		Health Insurance - Employer	\$0	\$0	\$0	\$40,807	\$40,807
Revenue								
TOTAL ADJUSTMENT:							\$40,807	
Reason budget amendment is required:								
Adjust budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$40,807								
Revenue Source: ERAP 2 available fund balance.								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		82200 - Capital Projects Fund		SUBMITTED BY: Finance	
FUND#:		0743 / 0401		DEPT. BUDGET NO. 82200 / 70500	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82200	49110		Transfer to Other Funds	\$340,000	\$0	\$340,000	\$40,280	\$380,280
Revenue								
74500	39110		Transfer from Other Funds	(\$2,840,000)	(\$1,636,496)	(\$4,476,496)	(\$40,280)	(\$4,516,776)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Adjust transfer from Capital Projects Fund to RBNH to cover increased expenses for the sidewalk project/patio reconstruction project.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source: Capital project fund available fund balance								

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/5/2023		AMENDMENT NO: 2022-025	
DEPARTMENT:		River Bluff Nursing Home		SUBMITTED BY: Finance	
FUND#:		0401		DEPT. BUDGET NO. various	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
70500	43953		Occupied Bed Assessment	\$420,000	\$0	\$420,000	\$150,000	\$570,000
72500	41110		Regular Salaries	\$2,502,331	\$0	\$2,502,331	(\$335,447)	\$2,166,884
72500	41120		Temporary Salaries	\$150,000	\$0	\$150,000	(\$24,405)	\$125,595
72500	41130		Overtime	\$900,000	\$0	\$900,000	(\$59,462)	\$840,538
72500	43190		Other Professional Services	\$2,329,370	\$0	\$2,329,370	\$943,288	\$3,272,658
Revenue								
70500	34556		RBNH-Insurance/Priv Pay	(\$3,081,205)	\$0	(\$3,081,205)	(\$673,974)	(\$3,755,179)
TOTAL ADJUSTMENT:								
							\$0	
Reason budget amendment is required:								
Adjust budget to actual								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2022 budget: \$0								
Revenue Source:								

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: January 26, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station, Unit Nos. 1 and 2 – Issuance of Amendments 231 and 231 RE: Adoption of TSTF-577, “Revised Frequencies for Steam Generation Tube Inspections,” Revision 1 (EPID L-2022-LLA-0115)
 - b. Byron Station – Design Basis Assurance Inspection (Programs) Inspection Report 05000454/2022010 and 05000455/2022010.

Adjournment