



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

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

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member John Guevara
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentation – None
 - C. Public Hearings – None
 - D. Public Participation – John Tac Brantley, Safety Act and Church Van, Pro
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of September 28, 2023 minutes
 - B. Layover of October 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 to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the General Fund to be Laid Over
 3. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the IMRF Fund to be Laid Over
 4. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the County Highway Fund to be Laid Over
 5. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the County Bridge Fund to be Laid Over
 6. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Federal Aid Matching Fund to be Laid Over
 7. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Health Department Fund to be Laid Over
 8. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Tort Judgment and Liability Fund to be Laid Over
 9. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Social Security Fund to be Laid Over
 10. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Veterans Assistance Fund to be Laid Over
 11. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Detention Home Fund to be Laid Over
 12. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Historical Museum Fund to be Laid Over
 13. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Nursing Home Operations Fund to be Laid Over
 14. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Children’s Advocacy Fund to be Laid Over
 15. Ordinance for Budget Amendment PSN23 Grant Award to be Laid Over
 16. Resolution Approving Amendment to Grant Policy in the Fiscal Year 2024 Budget Policy
- 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
 2. Resolution Establishing a Host Fee Policy for the Winnebago County Board Members to Support Local Non-Profit Organizations or Units of Local Government
 3. Resolution Establishing a Host Fee Policy for the Winnebago County Board Chairman to Support Local Non-Profit Organizations or Units of Local Government
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
1. Committee Report
 2. An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) to be Laid Over
- E. Public Works Committee**Dave Tassoni, Committee Chairman**

1. Committee Report

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

- 1. Committee Report
- 2. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners
- 3. Resolution Awarding Service Agreements Using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies

10. Unfinished BusinessChairman Joseph Chiarelli

Appointments read in on September 28, 2023

- A. Winnebago County Board of Health, Annual Compensation: None
 - 1. Dr. Stephen Minore (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open physician seat
 - 2. Alderman Jonathan Logemann (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open City of Rockford seat
- B. River Bluff Nursing Home Board of Directors, Annual Compensation: None
 - 1. Tim Delany (New Appointment), St. Charles, Illinois to serve remainder of 4-year term, January 2023 to January 2027
- C. Chicago Rockford Airport Authority Board, Annual Compensation: \$1,800
 - 1. Jake Castanza (New Appointment), Rockford, Illinois, to serve remainder of 5-year term, May 2021 to May 2026

**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, November 9, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
SEPTEMBER 28, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, September 28, 2023 at 6:00 p.m.
2. Board Member Fellars gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Guevara, Hanserd, Hoffman, Lindmark, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster.) (Board Members Goral and McCarthy were absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Clark Schoonover, Zoning Issue – Solar Farm, Con
John Tac Brantley, Transporting Children to School and Church Van, Pro
Kirk Williams, Lease Law needed for Unincorporated Winnebago
County, Pro. Discussion by Board Member Webster.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Webster made a motion to approve County Board Minutes of August 24, 2023 and layover County Board Minutes of September 7, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for September 28, 2023. Board Member Guevara made a motion to approve the Consent Agenda which includes the

Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Members Goral and McCarthy 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. Winnebago County Board of Health, Annual Compensation: None

1. Dr. Stephen Minore (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open physician seat
2. Alderman Jonathan Logemann, (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open City of Rockford seat

B. River Bluff Nursing Home Board of Directors, Annual Compensation: None

1. Tim Delaney (New Appointment), St. Charles, IL to serve remainder of 4-year term, January 2023 to January 2027

C. Chicago Rockford Airport Authority Board, Annual Compensation: \$1,800

1. Jake Castanza (New Appointment), Rockford, Illinois to serve remainder of 5-year term, May 2021 to May 2026

Board Member Butitta moved to suspend the rules on the appointment of Laura Schaffer (as listed below), seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.) Board Member Butitta made a motion to approve the appointment, seconded by Board Member Guevara. Discussion by County Administrator Thompson and Board Members Butitta and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)

D. Appointment of Laura Schaffer as River Bluff Administrator, Annual Compensation: \$104,998.40

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing a Salary Adjustment for the Winnebago County Board of Review, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)

10. Board Member Butitta made a motion to approve a Resolution Proposing Approval of an Interest Arbitration Award Between the County of Winnebago, the Winnebago County Sheriff and American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (AFSCME), seconded by Board Member Booker. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)
11. Board Member Butitta made a motion to approve a Resolution Authorizing Execution of a Revised Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473, seconded by Board Member Hoffman. Discussion by County Administrator Thompson and Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)

ZONING COMMITTEE

12. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

13. 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 \$50,000 from the Revolving Loan Fund to Rockford Rides, LLC, seconded by Board Member Guevara. Motion was approved by a voice vote. Board Member McDonald voted no. (Board Members Goral and McCarthy were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. No Report.

PUBLIC WORKS COMMITTEE

15. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

16. Board Member Lindmark made a motion to approve a Resolution Awarding County Towing Service, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)
17. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)

UNFINISHED BUSINESS

18. **Appointments read in on August 24, 2023**

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

A. ETSB, Annual Compensation: None

1. Marc Gasparini (New Appointment), Rockford, Illinois, 3-year term, April 30, 2023 to April 30, 2026

Finance Committee

Board Member Butitta made a motion to approve amendments, seconded by Board Member Sweeney. Motion to approve the amendments was approved by a unanimous vote of all members present. (Board Members Goral and McCarthy were absent.)

- A. Board Member Butitta made a motion to approve the Annual Appropriation Ordinance Laid Over from September 7, 2023 Meeting, seconded by Board Member Thompson. Board Member Butitta made a motion to amend the Annual Appropriation Ordinance, seconded by Board Member Arena. Discussion by Board Members Butitta, Nabors, Arena, Scrol, Salgado, and Lindmark. Board Member Crosby called the question. Motion to amend was approved by a roll call vote of 13 yes and 5 no votes. (Board Members Hanserd, Hoffman, Nabors, Salgado, and Scroll voted no.) (Board Members Goral and McCarthy were absent.) Board Member Butitta moved to approve the amended Annual Appropriation Ordinance, seconded by Board Member Guevara. Discussion by Board Member Butitta and Guevara. Motion was approved by a roll call vote of 15 yes and 3 no votes. (Board Members Crosby, Hanserd, and Hoffman voted no.) (Board Members Goral and McCarthy were absent.)

Operations and Administrative Committee

- A. Board Member McDonald read made a motion to approve an Ordinance Amending Section 2-49 (Duties of the Chairman) of the Winnebago County Code of Ordinances to be Laid Over from September 7, 2023 Meeting, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 18 yes votes. (Board Members Goral and McCarthy were absent.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

20. 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. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, Calvert Cliffs Nuclear Power Plant, Units 1 and 2, and R.E. Ginna Nuclear Power Plant-Withdrawal of Proposed Alternatives to American Society of Mechanical Engineers Requirements (EPIDS L-2022-LRR-0074, 0076, 0079, 0091, 0092, 0093 and 0094)
 - b. Byron Station, Unit No 2 – Amendment No. 233 Correction
- B. County Clerk Gummow submitted from the Illinois Department of Transportation the following:
 - a. A letter informing the Construction Engineering Services Agreement (BLR 05530) between Winnebago County and Willett, Hofmann & Associates, Inc. for Section 21-09119-00-BR has been approved by the Department.
 - b. A letter informing the MFT Engineering Services Agreement (BLR 05530) between Winnebago County and Willett, Hofmann & Associates, Inc. for Section 18-00655-00-BR has been approved by the Department.
- C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Collateralization Report – August 31, 2023
 - b. Investment Report - as of August 31, 2023
 - c. Winnebago County Treasurer Bank Balances –August, 2023

Board Member Salgado requested an update of the 911 center staffing.

ADJOURNMENT

- 21. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Members Goral and McCarthy were absent.) The meeting was adjourned at 7:09 p.m.



Respectfully submitted,

Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 12, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 12, 2023 at 6:00 p.m.
2. Board Member Goral gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hoffman, Lindmark, McCarthy, McDonald, Penney, Salgado, Scrol, Sweeney, Thompson and Webster.) (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Hassan Muhammad, Temple of Islam, Pro
Chaplain Cory Whitford, Importance of Chaplains and ask for support, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of September 7, 2023 and layover County Board Minutes of September 28, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 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 Thompson. Motion was approved by a voice vote. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

APPOINTMENTS

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Claudis A. Lambert et. Al. v. Winnebago County Sheriff's Office et al), seconded by Board Member Crosby. Motion was approved by a voice vote. (Board Member Guevara voted no.) (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Sweeney announced the Economic Development Committee will meet on Monday, October 16th at 5:30.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member McDonald made a motion to approve a Resolution to Approve Boiler Replacements for JDC Using CIP PST 2023 Funds, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)
13. Board Member McDonald made a motion to approve a Resolution Awarding Cooling Tower Replacement for Juvenile Justice Center Using CIP 2021 Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)
14. Board Member McDonald made a motion to approve a Resolution Awarding Snow Plowing Services, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

PUBLIC WORKS COMMITTEE

15. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

16. No Report.

UNFINISHED BUSINESS

17. **Appointments read in on September 7, 2023**

- A. Winnebago County Board of Health, Annual Compensation: None

Chairman Chiarelli entertained a motion to approve the Appointment (as listed below). Board Member Crosby made a motion to approve the Appointment, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

1. Valerie Pobjecky (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026 as a Citizen at Large

NEW BUSINESS

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

Board Member Penney commends the level of care that is provided at River Bluff Nursing Home.

Board Member Lindmark thanked Chaplain Whitford, the Rock River Chaplain Association, and the volunteer chaplains for all the work they do. Discussion by Board Members McDonald and Goral.

ANNOUNCEMENTS & COMMUNICATION

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

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

- a. Summary of September 18, 2023, with Constellation Energy Generation, LLC on Planned Requests for Alternatives for Certain Steam Generator Weld Inspections (EPID L-2023-LRM-0062)

- b. Federal Register/Vol. 88, No. 190/Tuesday, October 3, 2023/Notices

- B. County Clerk Gummow received from Charter Communications a Quarterly Franchise Fee Payment for the Village of Rockton.

ADJOURNMENT

20. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.) The meeting was adjourned at 6:22 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
8 different organizations for 8 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
30988	1	WINNOVATION ROBOTICS TEAM	11/02/2023-12/02/2023	\$4,500.00
30989	1	HONONEGAH OPPORTUNITIES FOR PUBLIC EDUCATION FOUNDATION (HOPE)	11/01/2023-04/06/2024	\$9,050.00
30990	1	ROCKFORD WOMENS CLUB/ROCKFORD THEATER	11/01/2023-12/31/2023	\$ 10,000.00
30991	1	WINNEBAGO PRESCHOOL	10/20/2023-12/02/2023	\$ 4,999.00
30992	1	FAMILY COUNSELING SERVICES	10/27/2023-11/18/2023	\$ 1,000.00
30995	1	YMCA OF ROCK RIVER VALLEY	11/19/2023-11/19/2023	\$ 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
30993	1	AMERICAN LEGION POST #288	11/01/2023-10/31/2024	\$2,000.00
30994	1	ROCKFORD ICE HOGS	10/24/2023-10/27/2024	\$4,999.00

This concludes my report,

Deputy Clerk Lisa Nolley

LORI GUMMOW
Winnebago County Clerk

Date 26-Oct-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	\$	576,501
101	PUBLIC SAFETY TAX	\$	108,403
103	DOCUMENT STORAGE FUND	\$	11,242
105	VITAL RECORDS FEE FUND	\$	1,113
106	RECORDERS DOCUMENT FEE FUND	\$	17,293
107	COURT AUTOMATION FUND	\$	301,012
111	CHILDREN'S WAITING ROOM FUND	\$	8,600
114	911 OPERATIONS FUND	\$	8,001
115	PROBATION SERVICE FUND	\$	5,820
120	DEFERRED PROSECUTION PROGRAM	\$	7,494
128	STATES ATTORNEY AUTOMATION FUND	\$	1,514
131	DETENTION HOME	\$	177,609
155	MEMORIAL HALL	\$	13,862
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	12,761
158	CHILD ADVOCACY PROJECT	\$	1,245
161	COUNTY HIGHWAY	\$	88,557
162	COUNTY BRIDGE FUND	\$	312
164	MOTOR FUEL TAX FUND	\$	54,413
165	TOWNSHIP HIGHWAY FUND	\$	1,104,156
168	TOWNSHIP BRIDGE	\$	342,649
181	VETERANS ASSISTANCE FUND	\$	120,000
185	HEALTH INSURANCE	\$	257,907
194	TORT JUDGMENT & LIABILITY	\$	4,554
196	MENTAL HEALTH TAX FUND	\$	75,817
301	HEALTH GRANTS	\$	38,809
302	SHERIFF'S DEPT GRANTS	\$	84
304	PROBATION GRANTS	\$	1,410
309	CIRCUIT COURT GRANT FUND	\$	67,818
313	AMERICA RESCUE PLAN	\$	41,888
314	CJCC GRANTS FUND	\$	1,820
401	RIVER BLUFF NURSING HOME	\$	391,929
410	ANIMAL SERVICES	\$	33,746
420	555 N COURT OPERATIONS FUND	\$	34,351
430	WATER FUND	\$	183
501	INTERNAL SERVICES	\$	102,162
743	CAPITAL PROJECTS FUND	\$	173,798
748	2012F ALTERNATE REVENUE BONDS	\$	5,968
	TOTAL THIS REPORT	\$	<u>4,194,801</u>

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 26th day of October 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: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the General Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$13,899,467
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Thirteen Million, Eight Hundred Ninety-Nine Thousand, Four Hundred Sixty-Seven Dollars (\$13,899,467) on all the taxable property in the County of Winnebago, State of Illinois, as a “General Corporate Tax”: for the year 2023 and that the County Clerk of said county be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the General County Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
GENERAL FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of general county government as set forth in “An Act to Revise the Law in Relation to Counties”, as amended.

NOW, THEREFORE BE IT ORDAINED, that there be and is hereby levied the sum of Thirteen Million, Eight Hundred Ninety-Nine Thousand, Four Hundred Sixty-Seven Dollars (\$13,899,467) on all the taxable property in the County of Winnebago, State of Illinois, as a “General Corporate Tax”: for the year 2023 and that the County Clerk of said county be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the General County Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the IMRF Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$5,217,210
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Five Million, Two Hundred Seventeen Thousand, Two Hundred Ten Dollars (\$5,217,210) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Illinois Municipal Retirement Fund Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Illinois Municipal Retirement Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
ILLINOIS MUNICIPAL RETIREMENT FUND**

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024 and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Pension code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Five Million, Two Hundred Seventeen Thousand, Two Hundred Ten Dollars (\$5,217,210) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a "Illinois Municipal Retirement Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Illinois Municipal Retirement Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the County Highway Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$3,060,780
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Three Million, Sixty Thousand, Seven Hundred Eighty Dollars (\$3,060,780) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “County Highway Tax”: for the purpose set forth in chapter 121, paragraph 5-401 and 5-601 of the Illinois Revised Statutes - 1981 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Highway Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
COUNTY HIGHWAY FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Three Million, Sixty Thousand, Seven Hundred Eighty Dollars (\$3,060,780) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a "County Highway Tax": for the purpose set forth in chapter 121, paragraph 5-401 and 5-601 of the Illinois Revised Statutes - 1981 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Highway Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the County Bridge Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$633,360
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Six Hundred, Thirty-Three Thousand, Three Hundred Sixty Dollars (\$633,360) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “County Bridge Tax”: for the purpose of constructing any bridge or bridges over a stream, or any approach or approaches thereto by means of an embankment or trestle work on a public road, as provided by law and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Bridge Fund 2024 Appropriations

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
COUNTY BRIDGE FUND**

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Six Hundred Thirty-Three Thousand, Three Hundred Sixty Dollars (\$633,360) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a "County Bridge Tax": for the purpose of constructing any bridge or bridges over a stream, or any approach or approaches thereto by means of an embankment or trestle work on a public road, as provided by law and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Bridge Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Federal Aid Matching Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$2,076,790
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Two Million, Seventy-Six Thousand, Seven Hundred Ninety Dollars (\$2,076,790) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Federal Aid Matching Tax”: for the purpose of providing funds for the proportionate share of the expenses in construction of highways in the federal aid secondary system, as provided by law, in chapter 121, paragraph 5-603, of the Illinois Revised Statutes - 1981, and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Federal Aid Matching Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
FEDERAL AID MATCHING FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in “Illinois Highway Code,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Seventy-Six Thousand, Seven Hundred Ninety Dollars (\$2,076,790) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Federal Aid Matching Tax”: for the purpose of providing funds for the proportionate share of the expenses in construction of highways in the federal aid secondary system, as provided by law, in chapter 121, paragraph 5-603, of the Illinois Revised Statutes - 1981, and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Federal Aid Matching Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Health Department Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$2,311,120
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Two Million, Three Hundred Eleven Thousand, One Hundred Twenty Dollars (\$2,311,120) on all the taxable property in the County of Winnebago, State of Illinois, as a “County Public Health Fund Tax”: for the year 2023 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Public Health Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
HEALTH DEPARTMENT FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the Fiscal Year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act in Relation to the Establishment and Maintenance of County and Multiple County Public Health Departments,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Three Hundred Eleven Thousand, One Hundred Twenty Dollars (\$2,311,120) on all the taxable property in the County of Winnebago, State of Illinois, as a “County Public Health Fund Tax”: for the year 2023 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Public Health Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County Of Winnebago, Illinois shall deliver a certified copy of this ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Tort Judgment and Liability Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$4,853,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Four Million, Eight Hundred Fifty-Three Thousand Dollars (\$4,853,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Tort Judgment and Liability Insurance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Tort Judgment and Liability Insurance Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
TORT JUDGMENT AND LIABILITY FUND**

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Local Governmental and Governmental Employees Tort Immunity Act," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Four Million, Eight Hundred Fifty-Three Thousand Dollars (\$4,853,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a "Tort Judgment and Liability Insurance Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Tort Judgment and Liability Insurance Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Social Security Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$3,123,260
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Three Million, One Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars (\$3,123,260) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Social Security and Medicare Fund Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Social Security and Medicare Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
SOCIAL SECURITY AND MEDICARE FUND**

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Revised Statutes chapter 108-1/2, paragraph 7-172.2."

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Three Million, One Hundred Twenty-Three Thousand, Two Hundred Sixty Dollars (\$3,123,260) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a "Social Security and Medicare Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Social Security and Medicare Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Veterans Assistance Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$858,620
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Eight Hundred Fifty-Eight Thousand, Six Hundred Twenty Dollars (\$858,620) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Veterans Assistance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Veterans Assistance Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
VETERANS ASSISTANCE FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the “An Act to Revise the Law in Relation to Counties”, as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Eight Hundred Fifty-Eight Thousand, Six Hundred Twenty Dollars (\$858,620) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023, as a “Veterans Assistance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Veterans Assistance Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Detention Home Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,636,380
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That that there be and is hereby levied the sum of One Million, Six Hundred Thirty-Six Thousand, Three Hundred Eighty Dollars (\$1,636,380) on all the taxable property in the County of Winnebago, State of Illinois, for the year 2023 for the purpose of purchasing, erecting, leasing, or otherwise providing, establishing, supporting, and maintaining such detention home, and said tax was authorized by the legal voters of the County of Winnebago on November 2, 1954. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Detention Home Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
DETENTION HOME FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act to Authorities to Provide for the Temporary Care and Custody of Dependent, Delinquent, or Truant Children, and to Levy and Collect a Tax for the Purpose.”

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Six Hundred Thirty-Six Thousand, Three-Hundred and Eighty Dollars (\$1,636,380) on all the taxable property in the County of Winnebago, State of Illinois, for the year 2023 for the purpose of purchasing, erecting, leasing, or otherwise providing, establishing, supporting, and maintaining such detention home, and said tax was authorized by the legal voters of the County of Winnebago on November 2, 1954. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Detention Home Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Historical Museum Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$125,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) on all the taxable property in the County of Winnebago, State of Illinois, as a “Historical Museum Tax”: for the year 2023 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Historical Museum Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
HISTORICAL MUSEUM FUND**

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in “An Act to Levy Taxes for the Maintenance of Historical Museums,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) on all the taxable property in the County of Winnebago, State of Illinois, as a “Historical Museum Tax”: for the year 2023 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Historical Museum Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Nursing Home Operations Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$2,819,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Two Million, Eight Hundred Nineteen Thousand Dollars (\$2,819,000) on all the taxable property in the County of Winnebago, State of Illinois, as a County Tax for the purpose of maintaining a County Nursing Home for the year 2023 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposed as set forth in the County Nursing Home Operations Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
COUNTY NURSING HOME OPERATIONS FUND**

WHEREAS, the County Board of the County of Winnebago did adopt a resolution for a referendum to establish a levy for the purpose of maintaining the County Nursing Home; and,

WHEREAS, a majority of the voters of Winnebago County, Illinois voting in the election of November 7, 1989 voted in favor of authorizing the County to levy and collect a tax at a rate not to exceed .10% for the purpose of maintaining the County Nursing Home; and,

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act to Revise the Law in Relation to Counties,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Eight Hundred Nineteen Thousand Dollars (\$2,819,000) on all the taxable property in the County of Winnebago, State of Illinois, as a County Tax for the purpose of maintaining a County Nursing Home for the year 2023 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposed as set forth in the County Nursing Home Operations Fund 2024 Appropriations, and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTITTA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz

Committee: Finance Committee

Committee Date: October 19th, 2023

Ordinance Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Children's Advocacy Fund

County Code: Not Applicable

Board Meeting Date: October 26th, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$155,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of One Hundred, Fifty-Five Thousand Dollars (\$155,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023 for the purpose of establishing and maintaining a Children's Advocacy Center, and said tax was authorized by the voters of the County of Winnebago on April 20, 1993. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Children's Advocacy Project Fund 2024 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2023 CO

**TAX LEVY
CHILDREN'S ADVOCACY FUND**

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2023 through September 30, 2024; and,

WHEREAS, said expenditure budget is for the purposes set forth in the "Children's Advocacy Center Act."

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Hundred, Fifty-Five Thousand Dollars (\$155,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2023 for the purpose of establishing and maintaining a Children's Advocacy Center, and said tax was authorized by the voters of the County of Winnebago on April 20, 1993. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Children's Advocacy Project Fund 2024 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JOHN BUTITTA,
FINANCE CHAIRMAN

JOHN BUTTITA,
FINANCE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JAIME SALGADO,
VICE CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: October 19, 2023
Ordinance Title: Ordinance for Budget Amendment PSN23 Grant Award
Board Meeting Date: October 26, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$211,057
If not, explain funding source: Grant award	
ORG/OBJ/Project Code: 61400 / Various / PS231- PS235 PSN 2023	
FY2024 Budget Impact: \$211,057	

Background Information: New grant awarded by the Department of Justice through the Project Safe Neighborhoods Formula Grant Program. The overarching goal of this award is to reduce violent crime by addressing crime before it happens. The Northern District of Illinois Project Safe Neighborhoods Task Force determines the subawards for this grant.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2024 Fiscal Year

Finance: October 19, 2023

Lay Over: October 26, 2023

Sponsored by:

Final Vote: November 9, 2023

John Butitta, Finance Committee Chairman

2023 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2024 and recommends its adoption.

Ordinance for Budget Amendment PSN23 Grant Award

WHEREAS, New grant awarded by the Department of Justice through the Project Safe Neighborhoods Formula Grant Program. The overarching goal of this award is to reduce violent crime by addressing crime before it happens. The Northern District of Illinois Project Safe Neighborhoods Task Force determines the subawards for this grant.

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2024 at its September 28, 2023 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 **#24-001 PSN23 Grant Award**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/12/2023			AMENDMENT NO: 2024-001			
DEPARTMENT:		COCJI Grants Fund			SUBMITTED BY: Steve Schultz			
FUND#:		0314 COCJI Grants Fund			DEPT. BUDGET NO. 61400 COCJI Grants Fund			
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								
61400	41110	PS231	PSN 2023-County Admin Salaries	\$0	\$0	\$0	\$8,016	\$8,016
61400	41221	PS231	PSN 2023-County Admin Life Ins	\$0	\$0	\$0	\$7	\$7
61400	41231	PS231	PSN 2023-County Admin Life IMRF	\$0	\$0	\$0	\$140	\$140
61400	41241	PS231	PSN 2023-County Admin Payroll Taxes	\$0	\$0	\$0	\$620	\$620
61400	48211	PS231	PSN 2023-County Admin Hlth Ins	\$0	\$0	\$0	\$3,085	\$3,085
61400	42110	PS231	PSN 2023-County Admin Supplies	\$0	\$0	\$0	\$76	\$76
61400	42117	PS231	PSN 2023-County Admin Computer Eq	\$0	\$0	\$0	\$2,730	\$2,730
61400	48220	PS231	PSN 2023-County Admin Indirect	\$0	\$0	\$0	\$6,563	\$6,563
61400	42110	PS232	PSN 2023-State's Attorney Ofc-Salary	\$0	\$0	\$0	\$54,940	\$54,940
61400	43190	PS233	PSN 2023-Rockford Police Dept	\$0	\$0	\$0	\$25,000	\$25,000
61400	43190	PS234	PSN 2023-IL Dept of Corrections	\$0	\$0	\$0	\$54,940	\$54,940
61400	43190	PS235	PSN 2023-Chicago Police Dept	\$0	\$0	\$0	\$54,940	\$54,940
Revenue								
61400	32110	PS231	PSN 2023-Federal Oper Grant Rev	\$0	\$0	\$0	(21,237)	(\$21,237)
61400	32110	PS232	PSN 2023-Federal Oper Grant Rev	\$0	\$0	\$0	(54,940)	(\$54,940)
61400	32110	PS233	PSN 2023-Federal Oper Grant Rev	\$0	\$0	\$0	(25,000)	(\$25,000)
61400	32110	PS234	PSN 2023-Federal Oper Grant Rev	\$0	\$0	\$0	(54,940)	(\$54,940)
61400	32110	PS235	PSN 2023-Federal Oper Grant Rev	\$0	\$0	\$0	(54,940)	(\$54,940)
TOTAL ADJUSTMENT:							(\$0)	
Reason budget amendment is required:								
New grant awarded by the Department of Justice through the Project Safe Neighborhoods Formula Grant Program. The overarching goal of this award is to reduce violent crime by addressing crime before it happens. The Northern District of Illinois Project Safe Neighborhoods Task Force determines the subawards for this grant.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$211,057								
Revenue Source: Grant award								



Resolution Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: October 19, 2023
Resolution Title: Resolution Approving Amendment to Grant Policy in the Fiscal Year 2024 Budget Policy
County Code: Not Applicable
Board Meeting Date: October 26, 2023

Budget Information:

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

Background Information: Annually, County Administration prepares the Budget Policy for the upcoming budget year to provide guidance to departments and establish the budget calendar for the County Board. Adjustments to the FY2024 Budget Policy include general formatting and reorganization of the policy with the following items amended or added:

- One change to the Grant Policy to define the Chairman's authority to execute the renewal, continuation or modification of any previously awarded grant, without further Board action. (pg. 11 of the Budget Policy.)

Recommendation: Administration concurs
Contract/Agreement: Not Applicable
Legal Review: Yes
Follow-Up: Not Applicable

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION APPROVING AMENDMENT TO GRANT POLICY IN THE FISCAL
YEAR 2024 BUDGET POLICY**

WHEREAS, the Winnebago County Board wishes to adopt the amended budgetary process for use in the 2024 fiscal year in order to define the Winnebago County Board Chairman's authority of any previously awarded grants; and

WHEREAS, the County Administration has created a process based on sound financial principals for use in the 2024 fiscal year.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it adopts the amended budgetary process presented by the County Administration for the 2024 fiscal year, a copy of which is attached to this Resolution as Exhibit A.

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Board Chairman and all County department heads.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

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



WINNEBAGO COUNTY

Fiscal Year 2024

Budget Policy

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INTRODUCTION

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies (Sec. 2-38 Winnebago County Code of Ordinances). All operating funds (those funds that are presented in the County's Annual Comprehensive Financial Report) are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2024 budget.

ACCOUNTING BASIS

Governmental Funds

The County prepares financial statements based on the modified accrual basis of accounting for all governmental funds in which the revenues are recorded when both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal policy for certain health department and County reimbursable grants and 90 days of the end of the current period for all other amounts.

Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

Proprietary Funds

The County has two proprietary funds. Expenditures for these funds are budgeted on a full accrual basis of accounting. As such, expenses are recognized when incurred and revenues are recognized when they are obligated to the County.

Under both methods of accounting, Generally Accepted Accounting Principles (GAAP) prescribe that purchases are required to be accounted for in the fiscal year in which the item is received or the service performed. Items ordered or services performed late in the fiscal year and not received or completed by the end of the fiscal year will be applied to the budget of the following year.

BUDGETARY PRIORITIES

Direction is hereby given to the County Administrator and the Chief Financial Officer to create the fiscal year 2024 budget with the following priorities:

1. Debt service payments required
2. Contractual payments based on lease agreements, software agreements and other contractual agreements
3. Mandated services at affordable funding levels
4. All operating necessities (Utilities, IMRF, Health Insurance, Liability Insurance)
5. General operating costs to provide services
6. Non-Union employee compensation
7. Capital needs of the organization
8. Meeting the 25% unrestricted reserve requirement of the General Fund and PSST Fund (See Fund Reserves and Balanced Budgets Section)
9. Outside agency funding to include non-obligated Host Fee Grants and local matching grants

FUND RESERVES AND BALANCED BUDGETS

The intent of the Finance Committee is the budget must balance expenditures against available revenues and fund balance by fund. Special revenue fund expenditure budgets cannot exceed available fund balance of the fund. Special revenue funds with a negative fund balance will not be allowed to submit an expenditure budget until the negative fund balance has been eliminated.

The County has developed a fund reserve policy in which it shall be the intent of the County Board to maintain an unrestricted (total of unassigned) fund balance equal to three months of budgeted operating expenditures in the General Fund and the Public Safety Sales Tax Fund. Surpluses in excess of the necessary reserve required by this policy shall be transferred to the Capital Projects Fund. In addition, it is the intent of the County Board to maintain an unrestricted fund balance equal to three months of budgeted operating expenditures in the River Bluff Nursing Home fund.

BUDGET SUBMITTAL AND PRESENTATION PROCESS

Elected Officials and Department Heads shall be provided budget worksheets with existing levels of funding. Based on revenue estimates for the current and next fiscal year, funding levels may be reduced from the current

year's appropriations. Elected Officials and Department Heads are encouraged to analyze all services and programs for the cost of the programs, citizen demand, and mandates by Federal, State or County law.

Exceptions may be considered by the County Administrator and the Chief Financial Officer on a case-by-case basis.

When an Elected Official/Department Head has completed the required budget forms, a meeting can be scheduled (if necessary) with the County Administrator and Chief Financial Officer to review and ensure budget policy compliance. Concerns and/or issues should be addressed by the Department Head/Elected Official at this time. Any resulting changes to submitted budgets will be communicated to the Finance Office for system entry and review. Upon review by County Administrator and Chief Financial Officer, the budget will be scheduled for presentation to the Finance Committee per the attached budget calendar. Meetings will be scheduled with the Finance Committee (if necessary) for individual departments/Elected Officials to address the Finance Committee regarding their individual budget requests.

Prior to the date the County Board places the budget on layover for public review, the Elected Official/Department Head will be required to review the budget as entered in the financial system and sign off that all entered information is correct.

Once the Finance Committee has reviewed departmental budgets, and the recommended supplemental requests have been approved, the budget is moved to the whole board to be placed on public display for a minimum of fifteen (15) days prior to final approval.

The Chief Financial Officer and the County Administrator during the normal course of the budget preparation process may make budget revisions prior to the final board approval of the budget. It should be noted that proposed budget revisions made after the first reading but before final passage shall be documented and presented to the County Board for approval as part of the final budget approval.

New for FY2024, Elected Official/Department Heads will be required to submit a five-year plan for capital improvements. Guidelines for these budgets are on page 7.

REVENUE ESTIMATIONS

The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary, the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Property Tax Assumptions: Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day-to-day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. For fiscal year 2024 the CPI is 5.0%. During the budget process, County Administration will present the increases available if the County Board chooses to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2024 budget. The Finance Committee will inform the Chief Financial Officer of the amount of the levy to include in the budget document.

User Fees and Charges: All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

Other FY2024 Revenue Assumptions:

- Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.
- Cannabis Sales and Excise Taxes support the General Fund.
- Gaming-related revenue, including off-track betting, casino, and video gaming revenues, support the Capital Projects Fund and County Road Projects using a 50/50 split.
- Sale of assets support the Capital Projects Fund.
- New funding sources with a restricted purpose will be reviewed by the County Board to ensure appropriate usage at the department level. Additionally, these funding sources will be identified by a designated project number to meet reporting requirements by the funding agency.

EXPENSE ESTIMATIONS

Salary and Wage Estimates: Each department will be provided a budget document outlining the employees of the department with their rate of pay as of the date of the preparation of the document. It is the responsibility of the department to review the list including the position titles and employment status (FT, PT or seasonal). The department shall budget for any contractual obligations as outlined in respective bargaining contracts for the upcoming year. The department should include any vacant positions that are not included on the list if the intent is to fill that position in the upcoming year.

The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document. The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June. Non-bargaining employees are eligible to receive the one-percent longevity pay in accordance with County policy and this should be included in the development of the salary and wage budgets.

Employees transferring from one County department to another will be allowed to retain their accrued vacation upon transfer. The new department will assume the liability should the employee terminate their employment while employed by said department.

Grant Budgets: Each department should submit a separate budget document for ongoing grant awards by the project (award) number. Grant revenue estimates should equal grant expenditure estimates for reimbursement-based grants. Grant award performance periods may not align with the County's fiscal year. In such cases, the department should estimate to the best of their ability the expenses that will be incurred for the grant program during the County's fiscal year. Grant budgets should include all applicable expenses as defined in the grant award and approved grant budget.

New grant awards will be budgeted at the time the County Board accepts the award. See further details in the Grant Policy and Grant Procedures documents.

Other FY2024 Expense Assumptions:

- In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case-by-case basis.
- Contractual obligations should be included in the budget request and, if applicable, noted as a supplemental request.
- Equipment needs and repairs that do not meet the criteria of a capital request as defined below should be included in the departmental operating budgets.
- All appropriations that have not been expended or appropriated to ongoing capital improvement projects shall lapse at the end of the fiscal year.

CAPITAL IMPROVEMENT PROJECTS (CIP) PLANNING AND BUDGETS

The CIP budgets are necessary to provide adequate consideration of the County's short-term and long-term needs and strategic goals and evaluate the options and timing availability of funds to address those needs. As noted in the Revenue Estimate section of this document, the CIP Fund will be funded through Gaming revenue, sale of assets and excess funds in the General and PSST funds. CIP includes major construction, expansion, purchase or major repair of buildings and other physical structures. CIP may also include fleet and equipment replacement needs. Per the County asset policy, capital projects should have a component value greater than \$12,000 and should have a useful life greater than three to five years. CIP does not include highway department projects or equipment funded by grant or other funding sources.

Each Department Head/Elected Official will submit a list of capital needs for the next five years on the document provided for capital requests. Requested projects should be prioritized by the departments. The requesting department should note the need for funding of the project. In addition to the cost of completing the project, the department should identify any costs to operate and maintain the asset over its useful life. These additional expenses would need to be included in the department's operating budget.

Only projects included in the first year of the plan will be considered for approval and funding. Projects presented for future years are shown for planning purposes only. Funding for a capital plan will be reviewed in conjunction with the annual budget. **Submittal of capital needs does not guarantee funding.**

Approved CIP projects will be appropriated in the Capital Projects Improvement Fund. County Administration has developed a team. This team will meet regularly to review and discuss the progress of approved projects.

Capital project appropriations, unlike operating budget appropriations, are typically one-time in nature and the project may take multiple years to complete. Budgetary control for these projects will be at the fund and project level which differs from operating budgets. Due to the fact that capital projects may cross fiscal years, the County Administrator/Chief Financial Officer will have the authority to rollover available project balances to the next fiscal year during the budget preparation process. Each previously approved project will be reviewed with

department heads prior to the calculation of the rollover amount. Factors Administration will consider when calculating the rollover amount would include the timing of any remaining payments and estimated completion percentage. The current year estimated actuals plus any amounts included in the rollover budget will not exceed the amount of the original approved project budget. Administration will not rollover any capital project funds which have not had activity for two fiscal years. A listing of project budgets that are to be rolled over will be reviewed by the aforementioned Administration team and included in the final budget package as presented to the County Board.

CIP appropriations funding projects belonging to the two Enterprise Funds will be budgeted in those respective funds in order to properly track assets according to GAAP and financial reporting. Approval of CIP projects related to these funds will require a budget amendment including a plan to transfer funds from the CIP fund to the Enterprise fund and expenditures for the project in the Enterprise fund. Actual transfers will only be recorded by Finance as related projects are completed.

BUDGET AMENDMENT PROCESS (AFTER ADOPTION BY THE BOARD):

All requests for budget amendments must start with a completed Budget Amendment Form (available upon request from Finance) submitted to the Chief Financial Officer, who upon review, will work with the requesting department head in preparing an ordinance (if required) in the County Board approved format for committee and board presentation.

- The County Board must approve all transfers of budgets between departments or funds by a 2/3rd majority vote (14) of the County Board. (Transfers may not be made from certain special purpose funds to other funds).
- Additional (emergency) appropriations must also be approved by a 2/3rd majority vote (14) of the County Board.
- Budgetary control over expenditures exists at the object-class-level (character code). Line item transfers between object-class-level (character code) or object codes may be requested by the department and approved by the Chief Financial Officer, provided the total amount appropriated by the County Board for the respective department (org code) is not exceeded.

FINANCIAL POLICIES

The following pages include financial policies that have been approved by the County Board. These policies should be considered in addition to the Budget Development Guidelines in completion of budgets.

FISCAL YEAR

The County's fiscal year is October 1st through September 30th. (Set by County Board per 55 ILCS 5/6-1-001).

ACCOUNTING/ AUDITING

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). An Annual Comprehensive Financial Report shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

ACCOUNTING AND FINANCIAL REPORTING POLICIES

The accounting policies of the County of Winnebago, Illinois will conform to generally accepted accounting principles as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB). It shall be the intent of the County to maintain a self-balancing set of accounts on an on-going basis to be closed quarterly. The general ledger will be closed by the Finance department no later than 45 days after month end. The books shall remain open 90 days after the fiscal year end.

It shall be the intent of the County to maintain a program of internal controls to safeguard all assets and ensure effective and efficient use of all assets. It shall be the responsibility of the Finance Director to establish a formal set of "best practice" internal controls. In addition, the County Auditor shall ensure that all departments comply with those controls.

It shall also be the intent for the independent auditor to review the system of internal controls and report any weaknesses detected to the Board as part of the annual audit.

It shall be the intent of the County to utilize fund accounting principles and generally accepted accounting practices in the recording of all financial transactions. The general ledger shall be maintained on a cash basis, with the intent to move to an accrual basis on a quarterly basis. The Finance Committee will be provided with budget versus actual revenue and expenditure reports on a quarterly basis.

It shall be the intent of the County to prepare annually an Annual Comprehensive Financial Report to be presented to the Board no later than 180 days after year-end. The Annual Comprehensive Financial Report should be audited by an independent CPA firm experienced in governmental auditing. It shall be the further intent of the County to present its Annual Comprehensive Financial Report to the Government Finance Officers Association to receive the Certificate of Excellence award in financial reporting. If at any time the County will not receive an unqualified opinion from the CPA firm, the CPA firm and the Finance Director will notify the Board prior to the issuance of the report.

It shall be the intent of the County to maintain a capital asset ledger of all permanent assets acquired. The Finance department will maintain these asset records on an on-going basis to ensure proper controls and report annually regarding these records to the Board. No asset will be considered fixed unless its value or component value exceeds \$12,000 dollars or in the case of infrastructure assets purchased or acquired with an original cost of \$50,000 or more.

Depreciation will be charged on all capital assets. This policy is consistent with the requirements of GASB Statement No. 34. Depreciation will be recorded on a straight-line basis over the normal useful life of the asset.

It shall be the intent of the County to manage all accounts receivable. Accounts receivable are created by operations in certain departments and offices. In general, they arise at the renewal of a permit or license from departments such as Health, River Bluff Nursing Home or Transportation. The department or office that is responsible for the billing is responsible for collections and managing receivables. Consistent with good financial management, each department and office will age their receivables. Departments and Offices shall continue collection efforts.

The Finance department remits vendor payments on a regular schedule twice a month. Vendor payments are released by the County Clerk's office per the defined schedule. Emergency requests for payment are considered

on a case-by-case basis. All remittances will be mailed unless there is a business purpose requiring a department to obtain the check at which time a release form will need to be signed.

It is the intent of the County to comply with the modified accrual basis of accounting, in which revenues are recorded when they are both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal period for certain health department and County reimbursable grants, and 90 days of the end of the current fiscal period for all other amounts.

GRANTS

The purpose of this policy is to ensure that all grant-funded programs or projects are managed according to the terms set forth in the grant agreement, Winnebago County Grant Administration Policies and Procedures and other applicable County policies and procedures. To inform the County Board of the value of a new grant program, the Board must have full knowledge of the total cost and/or impact of the program and its funding sources. It is a requirement that departments administering grants are familiar with the grant administration policies and procedures; in addition to individual grant requirements.

A grant is an amount of money that a government or other institution gives to an individual or to an organization for a particular purpose.

The following should be considered when applying for, accepting, and/or managing grant awards:

- A new grant is a grant awarded for a purpose that has not been previously supported by grant funding.
- Grant Award Agreement Federal/State/Local compliance requirements.
- If Indirect Costs are allowable, all new grant application budgets should include the County's 10% de minimis indirect cost rate. If not included, the explanation shall be included in the Grant Summary Worksheet.
- Departments who apply for grants that require a local match must find the local match within their budgets.
- Departments who apply for new grants must understand the special conditions associated with their funding and inform the County Board of the conditions in the Resolution, prior to approval. Upon Board acceptance and approval, the County Board Administration Staff will log each special condition into the Special Conditions System of Register.
 - The County Board's definition of a conflicting special condition is any special condition of funding (outside of standard state/federal conditions) that may prohibit another department's ability to apply for funding.

Departments will submit a budget amendment for new grant awards to the Chief Financial Officer to amend the respective budget. A 2/3rd vote of all members constituting the County Board is required to amend department budgets to reflect grant revenues and expenses (55 ILCS 5/6-1003).

- Grants will be controlled at the operating budget level based on the County's fiscal year.
- The grant budget will be periodically reviewed by the designated Grant Managers to ensure that the revenues and expenditures are consistent with the grant award's allowable costs.
- Designated Grant Managers will inform Finance Director of identified sub-award/sub-recipients.
- Grants will be reviewed quarterly, as needed, by the Grant Compliance Officer or Finance Director with the Department Head, Elected Official, or designated Grant Managers.

The Chairman is authorized, on behalf of the County Board to execute the renewal, continuation or modification of any previously awarded grant, without further Board action.

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RISK MANAGEMENT

The County has an established program for unemployment, liability and workers compensation. To forecast expenditures, the County considers claims, retention levels, fixed costs, and fund reserves.

INVESTMENT POLICY

The County Treasurer is responsible for the investing of all Winnebago County funds (55 ILCS 5/3-11006). It is always prudent for any public unit to have an Investment Policy in place for the purpose of safeguarding funds, equitably distributing the investments, and maximizing income of the governmental unit. The following policy is adopted for the Winnebago County Treasurer's Office.

SCOPE OF INVESTMENT POLICY

This Investment Policy applies to the investment activities of all funds under the jurisdiction of the Winnebago County Treasurer. This Investment Policy will also apply to any new funds or temporary funds placed under the jurisdiction of the Winnebago County Treasurer. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive, wherein this policy will take precedence.

OBJECTIVES

The purpose of this Investment Policy of the Winnebago County Treasurer is to establish cash management and investment guidelines for the stewardship of public funds under the jurisdiction of the Winnebago County Treasurer. The specific objectives of this investment policy will be as follows:

1. Safety of Principal.
2. Diversity of investment to avoid unreasonable risks.
3. The portfolio shall remain sufficiently liquid to meet all operating costs, which may be reasonably anticipated.

4. The highest interest rate available will always be the objective of this policy, combined with safety of principal. The Winnebago County Treasurer will require full collateralization of any deposits.
5. In maintaining its investment portfolio, the Winnebago County Treasurer shall avoid any transaction that might impair public confidence in the Winnebago County Treasurer's Office.
6. The Winnebago County Treasurer will give consideration to the financial institutions positive community involvement when consideration is given to the financial institution to be used as a depository.
7. All funds will be invested for a period of one day or longer, depending on the requirement for the disbursement of funds.
8. All funds shall be deposited within two working days at prevailing rates or better, in accordance with Illinois Compiled Statutes.

RESPONSIBILITY

All investment of funds under the control of the Winnebago County Treasurer is the direct responsibility of the Winnebago County Treasurer. The Winnebago County Treasurer shall be responsible for all transactions and shall establish a system of controls of the activities of all subordinates who are directly involved in the assistance of such investment activities.

PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person," and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

ACCOUNTING

All investment transactions shall be recorded by the Winnebago County Treasurer or the Winnebago County Treasurer's staff. A report will be generated, at least monthly, listing all active investments, including information regarding securities in portfolio by class or type, book value, interest earned and market value as of report date. This report will be made available to the Winnebago County Board and Winnebago County Treasurer.

FINANCIAL INSTITUTIONS

The Winnebago County Treasurer will have the sole responsibility to select which financial institutions will be depositories for Winnebago County Treasurer funds. The Winnebago County Treasurer will take into consideration security, size, location, condition, service, fees and the community relations involvement of the financial institution when choosing a financial institution.

At no time will the Winnebago County Treasurer investments exceed 65% of the financial institution's capital and surplus.

All financial institutions having any type of financial relationships: deposit investments, loans, etc., are required to provide a complete and current "Call Report," required by their appropriate regulatory authority each calendar quarter within 30 days of the "Call" request date.

INVESTMENT VEHICLES

The Winnebago County Treasurer will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statutes.

COLLATERAL

In order to protect the funds of Winnebago County, it will be a standard practice of the Winnebago County Treasurer to require that all deposits in financial institutions be collateralized. Collateral shall be held under the name of Winnebago County. During the term of the deposit, at least 102% collateralization will be required whenever deposits exceed the insured limits of FDIC. The Winnebago County Treasurer will require a signed

Pledge Agreement between Winnebago County, the Financial Institution, and the Holding Company to be on file at all times.

102% of collateralization of the deposit will be required. Only the following collateral will be accepted:

- U.S. Government direct securities
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Obligations of the County of Winnebago
- Obligations of municipalities located within the County of Winnebago, subject to acceptance by the Winnebago County Treasurer
- Acceptable Collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the Winnebago County Treasurer's portfolio, pursuant to the Public Funds Investment Act at 30 Illinois Compiled Statutes 235/2.5 and other provisions included in that Act, along with all other Statutes and Constitutional provisions regarding conflicts of interest and ethical considerations.

SECURITY CONTROLS

Only the Winnebago County Treasurer is authorized to establish financial accounts for the office of Winnebago County Treasurer. At all times either the Winnebago County Treasurer, singly or signatories as designated by the Winnebago County Treasurer, should be authorized to sign on financial accounts of the office of the Winnebago County Treasurer.

ADOPTION

THIS INVESTMENT POLICY OR SIMILAR POLICY HAS BEEN IN EFFECT SINCE JANUARY 1, 2022.
LAST REVISION MARCH 12, 2022. FISCAL YEAR 2024 BUDGET CALENDAR

Budget Task	Date
Chief Financial Officer and Finance Department to review budget process, refine budget requirements, determine budget calendar and prepare preliminary budget guidelines	Feb 1 st to March 10 th

Finance Committee to review Budget Calendar	March 16 th
Finance Committee to approve 2024 Budget Policy & Guidelines	April 6 th
County Board to approve 2024 Budget Policy & Guidelines	April 13 th
Budget preparation materials are distributed to departments	May 3 rd
Initial forecast of Fiscal Years 2023 and 2024 with tax levy options to be presented to the Finance Committee	June 15 th
Departments to submit all budget documents to the Chief Financial Officer	June 16 th
Departments to submit Budget & Outcome Goals to the Chief Financial Officer	June 21 st
Chief Financial Officer and Administrator to review all preliminary budgets with Departments	June 22 nd – 30 th
Recommended budgets are provided to Department Heads/Elected Officials	July 7 th
Finance Committee will review department budget presentations (if necessary)	July 20 th
Budget to be reviewed by Chairman, Administrator and Chief Financial Officer	July 25 th
County Administrator to present recommended budget to the Committee of the Whole	Aug 10 th
Finance Committee to make recommended budget changes (if necessary)	Aug 17 th
Truth in Taxation Hearing (we will schedule a date if needed)	
Department Heads and Elected Officials sign off sheet on budgets and capital requests due in the Finance Department	Aug 23 rd
Finance Committee to vote on County Budget Ordinance	Aug 31 st
County Board to place balanced Proposed Budget on public display	Sept 7 th
County Board to adopt the appropriation and tax levy ordinance/budget	Sept 28 th

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: Monday, October 16, 2023

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Establishing A Host Fee Policy For County Board Members To Support Local Non-Profit Organizations Or Units Of Local Government

County Code: 2020-CR-020, Resolution Approving \$20,000 From Host Fees To County Board Members To Support Non-Profit Organizations For Fiscal Year

Board Meeting Date: Thursday, October 26, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$20,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43469	Budget Impact: None - Budgeted

Background Information:

Winnebago County has supported (approved) Host Fees from County Board Members to Non-Profit Organizations since FY-2018 as long as certain requirements are met. This Policy would set forth criteria to support local non-profits or units of local government by requiring; submitted application, signed current W-9 form, organization/event located within Winnebago County, Illinois, and hold a good standing status designation from the Secretary of State Business Entity Database. However, funding would still need to be allocated by the County Board on an annual basis for this specific use (typically at budget time).

Recommendation:

Winnebago County Administration supports the use of Host Fees for economic development throughout the community of Winnebago County. The Economic Development Committee and County Board has supported (approved) \$20,000 annually since FY-2018 for this these efforts annually by resolution / ordinance (2018-CR-021, 2018-CR-050, 2019-CO-037, 2020-CR-020) and then incorporating of the annual appropriation ordinance (FY-2021, FY-2022, FY-2023, FY-2024).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Staff can provide informational updates to the Economic Development Committee and/or the entire Board as requested.

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2023 CR _____

**RESOLUTION ESTABLISHING A HOST FEE POLICY FOR COUNTY BOARD
MEMBERS TO SUPPORT LOCAL NON-PROFIT ORGANIZATIONS OR
UNITS OF LOCAL GOVERNMENT**

WHEREAS, the Winnebago County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

WHEREAS, the County Board of the County of Winnebago, Illinois, has determined it to be important to support local Non-Profit Organizations in Winnebago County since fiscal year 2018, since then approving \$20,000 annually (\$1,000 per County Board Member) for this initiative; and

WHEREAS, each County Board Member may support Local Non-Profit Organizations or Units of Local Government of their choice by recommending up to one-thousand dollars (\$1,000) from host fees during the fiscal year; and

WHEREAS, since its inception, County Board Members have submitted in writing their recommendations to the Winnebago County Administrator or designee, inclusive of the following information: name of the Local Non-Profit Organization or a Unit of Local Government; an invoice indicating the amount to be allocated in \$250 increments, up to \$1,000; a current signed W-9 form from the recipient organization; and be in good standing with the Illinois Secretary of State Business Entity Database to be eligible for the funds (*applicable to non-profit organizations*); and

WHEREAS, in lieu of recommending a donation go to a Local Non-Profit Organizations or Units of Local Government, a County Board Member may also direct any or all of said \$1,000 in host fees towards attending and/or sponsoring Local Non-Profit Organizations or Units of Local Government event(s); and

WHEREAS, if a County Board Member opts to attend or sponsor a Local Non-Profit Organization or a Unit of Local Government event, the County Board Member must submit in writing to the Winnebago County Administrator, or designee the following information: name of the Local Non-Profit Organization or the Unit of Local Government; the event that will be attended or sponsored; an invoice indicating the amount to be allocated in \$250 increments, up to \$1,000; and a current signed W-9 form from the recipient organization; and be in good standing with the Illinois Secretary of State Business Entity Database (*applicable to non-profit organizations*); and

NOW THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago approves the, “Host Fee Policy For County Board Members To Support Local Non-Profit Organizations Or Units of Local Government” by establishing guidelines for allocating one-thousand dollars (\$1,000) to each of the twenty (20) Winnebago County Board Members from host fees, totaling twenty-thousand dollars (\$20,000), and annual appropriation and approval of these host fees will be at the discretion of the County Board.

BE IT FURTHER RESOLVED, each County Board Member may allocate their host fee funds to support Local Non-Profit Organizations or Units of Local Government of their choice, or for said County Board Member to attend and/or sponsor Local Non-Profit Organizations or Units of Local Government event(s) of their choice, and the recipient organization shall be located or its event(s) shall be held within the jurisdiction of Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that the County Board Member must submit in writing to the Winnebago County Administrator or designee the following information: name of the Local Non-Profit Organization or the Unit of Local Government; the event that will be attended or sponsored (*if applicable*); an invoice indicating the amount to be allocated in \$250 increments, up to \$1,000; a current signed W-9 form from the recipient organization; and be in good standing with the Illinois Secretary of State Business Entity Database (*applicable to non-profit organizations*).

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this Resolution to the Winnebago County Administrator, the Winnebago County Finance Director, the Winnebago County Director of Regional Planning & Economic Development Department, and the Winnebago County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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



Resolution Executive Summary

Committee Date: Monday, October 16, 2023

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Establishing A Host Fee Policy For The Winnebago County Board Chairman To Support Local Non-Profit Organizations Or Units Of Local Government

County Code: 2023-CR-024, Resolution Approving Twenty-Five Thousand Dollars (\$25,000) From Host Fees To The Winnebago County Board Chairman To Support 501(c)(3) Non-Profit Community Organizations And Outreach

Board Meeting Date: Thursday, October 26, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$25,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 – 43478 (Host Fees)	Budget Impact: None - Budgeted

Background Information:

Winnebago County has supported Non-Profit Organizations since FY-2018 as long as certain requirements are met. In 2020, standards were set forth for Board Members to use host fee funds (2020-CR-020). In 2023 (FY-2023), the Chairman was approved to allocate up to \$25,000 in total to support non-profit organizations, as long as certain criteria were met (2023-CR-024).

This Policy would set forth criteria to support local non-profits or units of local government by requiring; submitted application, signed current W-9 form, invoice indicating the amount to be allocated, organization/event located within Winnebago County, Illinois, a good standing status designation from the Secretary of State Business Entity Database, and not to be used for salaries. However, funding would still need to be allocated by the County Board on an annual basis for this specific use (typically at budget time). This Policy allows the Chairman to support local non-profit organizations or units of local government in a similar manner to how current Board Members can support these organizations.

Recommendation:

Winnebago County Administration supports the use of Host Fees for economic development throughout the community of Winnebago County. The Board has historically supported non-profit organizations, in more recent years through updated policies, such as; Chairman Non-Profit Support (2023-CR-024), Board Member Non-Profit Support (2020-CR-020) and Annual Host Fee Award Policy (2019-CR-119).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Updates or a report can be provided to the Economic Development Committee and/or the County Board as requested or at the end of the fiscal year.

Regional Planning & Economic Development Department

404 Elm Street, Rm 403, Rockford, IL 61101 | www.wincoil.gov

Phone: (815) 319- 4350 | E-mail: permits@rped.wincoil.gov

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2023 CR _____

**RESOLUTION ESTABLISHING A HOST FEE POLICY FOR THE WINNEBAGO
COUNTY BOARD CHAIRMAN TO SUPPORT LOCAL NON-PROFIT
ORGANIZATIONS OR UNITS OF LOCAL GOVERNMENT**

WHEREAS, the Winnebago County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

WHEREAS, the County Board of the County of Winnebago, Illinois, has determined it to be important to support local Non-Profit Organizations in Winnebago County since fiscal year 2018; and

WHEREAS, in fiscal year 2023 the County Board allocated fifty-thousand dollars (\$50,000) to be used by the County Board Chairman in a similar fashion to the County Board Member Support for Non-Profit Organizations; and

WHEREAS, these funds are intended to promote economic and community development within Winnebago County, Illinois through supporting community organizations and events by financial investment and outreach; and

WHEREAS, in lieu of recommending a donation go to Local Non-Profit Organizations or Units of Local Government, the County Board Chairman may also direct any or all of said host fees towards attending and/or sponsoring Local Non-Profit Organizations or Units of Local Government event(s); and

WHEREAS, recipients of these funds will need to be either located or the event shall be held within the jurisdiction of Winnebago County, Illinois, and the County Board Chairman must submit in writing to the Winnebago County Administrator or designee the following information: name of the Local Non-Profit Organization or the Unit of Local Government; the event that will be attended or sponsored (*if applicable*); an invoice indicating the amount to be allocated; a current signed W-9 form from the recipient organization; and be in good standing with the Illinois Secretary of State Business Entity Database to be eligible for funds (*applicable to non-profit organizations*).

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois approves the, “Host Fee Policy For Winnebago County Board Chairman To Support Local Non-Profit Organizations Or Units of Local Government” by establishing guidelines for allocating fifty-thousand dollars (\$50,000) to the Winnebago County Board Chairman from host fees, and annual appropriation and approval of these host fees will be at the discretion of the County Board.

BE IT FURTHER RESOLVED, the County Board Chairman may allocate the host fee funds to support Local Non-Profit Organizations or Units of Local Government of County Board Chairman’s choice, or for said County Board Chairman to attend and/or sponsor Local Non-Profit Organizations or Units of Local Government event(s) of his choice, and the recipient organization shall be located or its event(s) shall be held within the jurisdiction of Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that the County Board Chairman must submit in writing to the Winnebago County Administrator or designee the following information: name of the Local Non-Profit Organization or the Unit of Local Government; the event that will be attended or sponsored (*if applicable*); an invoice indicating the amount to be allocated; a current signed W-9 form from the recipient organization; and be in good standing with the Illinois Secretary of State Business Entity Database to be eligible for the funds (*applicable to non-profit organizations*). The host fee funds shall not be used for salaries.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Ordinance Executive Summary

Prepared By: Lafakeria Vaughn
Committee: Operations and Administrative Committee
Committee Date: October 19, 2023
Ordinance Title: An Ordinance Amending Chapter 2, Article VI, Division 3, of the Winnebago County Code of Ordinances (Purchasing Ordinance)
County Code: Chapter 2, Article VI, Division 3
Board Meeting Date: October 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: N/A

Background Information: The Winnebago County Board wishes to amend Sections of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance). The proposed amendments are a general update based upon the expertise and experience of the County’s Purchasing Department. Further, the amended Ordinance includes a definition of “Responsible Bidder for Public Works Projects” which requires a responsible bidder to participate in active apprenticeship and training programs.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: Legal review conducted by States Attorney’s Office

Follow-Up: N/A

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

2023 CO _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD, PAUL ARENA, AARON BOOKER, JOHN BUTITTA, JEAN CROSBY, JOHN GUEVARA, BRAD LINDMARK, KEVIN MCCARTHY, JOHN PENNEY, JOHN SWEENEY, MICHAEL THOMPSON, JIM WEBSTER, ANGELA FELLARS, VALERIE HANSERD, CHRISTOPHER SCROL, TIM NABORS, ANGIE GORAL, JAIME SALGADO, JOE HOFFMAN

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3
OF THE WINNEBAGO COUNTY CODE OF ORDINANCES
(PURCHASING ORDINANCE)**

WHEREAS, Chapter 2 of the County Code of Ordinances, Article VI, Division 3, sets forth various criteria for Centralized Purchasing; and

WHEREAS, the Winnebago County Board wishes to amend Sections of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances; and

WHEREAS, the amendments to the Ordinance are a general update based upon the expertise and experience of the County’s Purchasing Department; and

WHEREAS, further, the amended Ordinance includes a definition of “Responsible Bidder for Public Works Projects” which requires a responsible bidder to participate in active apprenticeship and training programs; and

WHEREAS, the amended ordinance recognizes the County’s desire for responsible bidders so that it may maintain the public’s confidence in public works projects funded by the County ensuring a properly trained and competent work force.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3 of the County Code of Ordinances be amended as follows:

DIVISION 3. - CENTRALIZED PURCHASING SYSTEM

Sec. 2-326.- Short title.

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

Sec. 2-327. - General provisions.

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; make purchases which are in the best interest of the county; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago, Illinois through continuous improvement of purchasing systems and procedures. To the extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for certain professional services as defined in section 2-357, by the county board except as specified below. These provisions shall apply to all expenditures of public funds by a county department for purchasing regardless of its source, except as otherwise provided by federal or state law, regulations, County of Winnebago Ordinance or county administrative policy. Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or grant.
 - a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:
 1. Auditor 55 ILCS 5/3-1004.
 2. County clerk 55 ILCS 5/3-2003.2.
 3. Recorder 55 ILCS 5/3-5005.2.
 4. State's attorney 55 ILCS 5/3-9005.
 5. Treasurer 55 ILCS 5/3-10005.
 - b. The following elected county offices have internal control over their offices except for purchases of equipment:
 1. Coroner 55 ILCS 5/3-3003.
 2. Sheriff 55 ILCS 5/3-6018.
 - c. The following offices are not subject to the county competitive bidding statute or purchasing ordinance.

1. Courts.
 2. Public defender.
 3. Regional office of education.
 4. Clerk of circuit court.
- d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
 - e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
 - f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.
- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*
 - (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of county contracts to act in good faith.
 - (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
 - (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Sec. 2-328. - Severability.

If any provision of this division or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this division.

Sec. 2-329. - Repealer.

All ordinances, resolutions, rules and regulations in conflict with this division are hereby repealed to the extent of their inconsistency.

Sec. 2-330. - Savings clause.

Nothing herein, hereby adopted shall be construed to affect any suit or proceeding now pending in a court of law or any cause or causes accrued or existing under any prior resolution or ordinance. Nor may any right or remedy of any character be lost, impaired or affected by this division.

Sec. 2-331. - Effective date.

This division shall become effective at 12:01 a.m. thirty (30) days after its adoption by the county board.

Sec. 2-332. - Definitions.

The words defined in this section shall have the meanings set forth below whenever they appear in this division.

Architectural, engineering, and land surveying services. Those professional services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

Best and final offer (BAFO). Is a term used in bids to indicate that no further negotiation on the amount or terms is possible. It can also be a bid containing final pricing and deliverables submitted by bidding contractors based on the outcome of the negotiations conducted during the initial bid stage.

Bid. An advertised, open, competitive solicitation for prices that are opened publicly.

Bid security. A guaranty that the bidder will enter into a contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the bid security.

Bid tab. Bid tabulations show each bidder's bid amount for each pay item in a contract. They are posted as soon as the authorized buyer certifies that a bid tab accurately reflects the bids received and publicly opened.

Bidder's list. A current database of potential vendors or contractors for each category of commodities and services repetitively purchased for county use.

Business. Any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change order. Written authorization directing a contractor to modify or change an existing purchase order or contract.

Competitive proposals. Purchases over the Simplified Acquisition Threshold (SAT). Formal solicitation required as well as fixed price cost-reimbursement contracts and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with pricing being one of the factors.

Confidential information. Any information which is available to an employee only because of the employee's status as an employee of the county or its agencies and is not a matter of public knowledge or available to the public via request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Construction. The process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract. All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, construction or professional services that are legally binding promises enforceable by law.

Contract Employee. See *Independent Contractor.*

Contract file. A record maintained in the purchasing department which may include a requisition, purchase order, contract documents and/or related correspondence.

Contract modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contract renewal. Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document.

Contract-revenue generating. Revenue generating contracts are agreements under which the county receives from a vendor either a commission or share in the profit generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

Contractor. Any person having a contract with the county or a using agency thereof.

Cooperative joint purchasing. Procurement or purchasing conducted by or on behalf of more than one governmental or public procurement unit.

Cost plus percentage contracts. Cost plus percentage of cost (CPPC) contracting shall not be used. Cost plus percentage of cost contracts demand the county to pay a fee that rises as the contractor's costs rise. It has been determined that this type of contract provides no incentive for the contractor to control costs and is thus improper. Any contract entered into utilizing cost plus percentage calculation shall be void.

Cost-reimbursement contract. A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this division, and a fee or profit, if any.

County board chairman. The county officer elected by the electors of the county to serve as chairman of the county board.

County agency. A county officer, employee, department, office, official, commission, county board, or agency whose purchasing authority is subject to the provisions of this division.

Debarment. The process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

Discussions. Oral or written negotiations between the county or its agencies and an offeror during which information is exchanged about specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

Elected official. For the purposes of this division, elected official includes; clerk of the circuit court, county auditor, county board chairman, county board members, county clerk, county coroner, county treasurer, and county recorder, superintendent of the regional office of education, county sheriff and state's attorney. For purposes of this division, the Chief Judge of the 17th Judicial Circuit Court is also considered an elected official.

Emergency purchase. Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to county services.

Employee. An individual drawing a salary or wages from the county whether elected or not and providing services for the county.

Equipment. Items that are purchased or used by the county that are not goods and supplies and which are not expendable except through depreciation or wear and tear, and which do not lose their identity or become integral parts of other items or installations.

FOIA. Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Goods and supplies. All personal property relating to the maintenance, repair and operating materials necessary to sustain day-to-day county operations.

Gratuity. A payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

IDOT. Illinois Department of Transportation.

Immediate Family. Husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.

Independent contractor. A person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved.

Invitation for bids (IFB). A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

Irresponsible bidder. A bidder or prospective bidder who has failed to furnish, upon written request, proof of his/her responsibility; or who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, any provisions of this division.

Local bidder. A firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to the county. *Material Alteration.* Any construction, repair, reconstruction, rehabilitation, addition or improvement of a county owned, leased or rented building or structure, which appreciatively or significantly affects or influences its function, use or appearance.

Materials. Items or supplies required in the performance of day-to-day operations.

Micro Purchases. Purchase of materials, services, supplies, equipment construction and construction related services that are less than the small purchase threshold. Efforts should be made to distribute purchase equitably among qualified providers.

Multi-year contracts. Procurement contracts extending more than one (1) year.

Multiple price quotation. Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three (3) sources or vendors prior to purchase.

Negotiations. The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms.

Notice to proceed. Formal notification given to the contractor or vendor that officially begins the project.

Person. Any individual or group of individuals, business, union, contractor, firm, corporation, trustee, partnership, association, joint venture, committee, club or other entity.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, construction, or professional services. It also includes all functions that pertain to the obtaining of any goods, service, construction, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public Works Projects. Any fixed work construction, improvement or demolition by any public body that is funded or financed in whole or in part with public funds and as further defined in the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

Purchasing card (P-card). A payment method using a card issued by a bank or major credit card provider for county purchases.

Professional service. The service of a person possessing a high degree of professional skill where the ability or fitness of the person plays an important part and the primary reason for contracting with the person is the county's confidence, trust and belief in his or her talent and ability to perform the services. Professional services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health professionals.

Purchase order. A written order signed and issued by the purchasing department directing a business to provide goods, services, construction or professional services on behalf of the county.

Purchase requisition. An internal document, by which a department sends, to the purchasing department, details of goods, supplies, services, equipment, construction, or professional services to meet its needs for a specific job.

Purchasing agent. The director of purchasing or any staff member of the purchasing department authorized to act as a purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services, and processing contract and purchase orders.

Request for Information (RFI). All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial market of equipment, supplies, services, construction, and construction related services.

Request for Proposals (RFP). A formal request to prospective vendors soliciting proposals and it contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Proposals are submitted in sealed envelope and opened privately. Vendors are selected based on a qualification based evaluation.

Request for Qualification (RFQ). Documentation requested for professional services including, but not limited to, a list of professional references and similar work performed.

Request for Quotes/Quotations. Informal pricing for the purchase of goods, supplies, services, equipment, construction or professional services. May be submitted by mail, written, by telephone (verbal quote), or email, and under the current purchase threshold.

Requisition. An electronic request issued by a county department head or his/her designee against available and approved funds authorizing the purchasing department to issue a purchase order on the department's behalf.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements contained in the Invitation for Bids, has the capacity, facilities, equipment, and credit which will assure good faith performance, and has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Responsive bidder. A person who has submitted a bid which conforms in all material respects to the invitation for bid.

Responsible Bidder for Public Works Projects: A person (firm) who has the capability in all respects to perform fully the public works contract requirements, and the experience, personnel, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance. Responsible bidder for Public Works Projects means a bidder for public works projects advertised, awarded, and financed, in whole or in part, with county public funds, who meets all of the job specifications, including the following applicable criteria. Evidence of compliance is required for public works projects estimated to be over bidding threshold in value.

a. Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, and vehicle. Performance bonds, as required.

b. To qualify as a Responsible Bidder for Public Works Projects exceeding \$30,000.00, or as defined in the most current Illinois Compiled Statutes for small purchases, the Responsible Bidder and Subcontractors must be a member of an organization that participates in an active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training, or its successor, for each of the trades of work contemplated under the awarded contract. The required evidence shall include, but is not limited to, a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

c. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* All contractors and sub-contractors, as determined by the contract, are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 *et seq.*

d. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the Public Works project.

e. All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, email, and telephone number of the contact person having knowledge of the project or three (3) references (name, address, email, and telephone number) with knowledge of the business practices of the contractor.

The provisions contained in the definitions of "*Responsible Bidder*" and "*Responsible Bidder for Public Works Projects*" shall not apply to grant, state or federally funded construction projects or Illinois Department of Transportation projects if such application would jeopardize the receipt or use of federal, state or grant funds in support of such project.

Reverse auctions. A reverse auction is a real-time bidding process taking place at a scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods and services specified in the invitation for bid.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Small purchase threshold. The threshold established by the county at which public bids are not required.

Small purchases. Purchases that are at least \$10,000.00 and less than \$30,000.00, (less than \$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services), or as defined in the most current Illinois Compiled Statutes.

Sole source procurement. Any contract entered into without a competitive process, based on a written justification that only one known source exists or that only one single vendor or supplier can fulfill the particular requirements. However, any contract that is initially determined to be sole source, shall be referred to the appropriate committee for consideration and recommendation.

Solicitation. An invitation for bids or request for proposals or qualifications or request for quotes to provide materials, services, equipment, supplies or construction and construction related services and professional services.

Specification. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Stringing. Dividing or fragmenting procurements in order to circumvent any of the provisions of this division. Stringing is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the intent to circumvent procurement policies.

Subcontractor or supplier. A vendor which enters into a contract with a prime contractor to provide goods or services pursuant to a contract between the prime contractor and the county.

Surplus property. Property including goods and supplies and equipment that exceeds the reasonably foreseeable needs of the county or no longer has any use to the county.

Suspension. Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings.

Unauthorized purchase. An unauthorized purchase occurs when the materials, services, or any expense is charged to the county by a person who has not been given such authority. Unauthorized purchases include procuring goods and supplies, equipment, construction, or services (including professional services) without following this ordinance. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the county for the expense even though the goods and supplies, equipment, construction, or services (including professional services) are used for county business.

Used equipment. Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least 25 percent below current market price; or (c) is otherwise determined by the director of purchasing on a case-by-case basis to be a bona fide used item.

Using department or agency. Any county department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this division.

Sec. 2-333. - Director of purchasing.

The director of purchasing shall serve as the purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services in accordance with this division. The director of purchasing shall be recommended, appointed, disciplined or dismissed by the county administrator with the approval of the county board chairman. If no consensus can be reached between the county administrator and county board chairman related to the director of purchasing's employment, then it shall be subject to the advice and consent of the county board. The director of purchasing shall report to the Chief Financial Officer.

Before entering upon the duties of his office, the county director of purchasing shall execute a bond to the county in an amount to be prescribed by the county board, with sureties approved by the county board and which bond shall be conditioned as follows: That he shall faithfully perform all duties which are or may be required by law and county ordinance to be performed by him as county director of purchasing in the time and manner prescribed or to be prescribed by law and county ordinance; and when he shall be succeeded in office, shall surrender and deliver over to his successor in office all supplies, materials, equipment, books, papers, monies and other things belonging to the county and appertaining to his office, then the above bond shall void; otherwise to remain in full force and effect.

Sec. 2-334. - Purchasing department duties.

The purchasing department shall work cooperatively with all departments in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall:

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) Be forwarded suggested specifications for goods and supplies, equipment, services, construction, and professional services from county departments. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Obtain specifications for construction and maintenance of highways, bridges and culverts, which shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.
- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using

the materials, supplies, services, equipment, construction, construction related services and professional services.

- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- (7) Obtain expert advice and assistance from personnel of county departments in development of specifications.
- (8) Exercise supervision over inventories of goods belonging to the county.
- (9) Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.
- (10) Review county departments' evaluation of their vendor's performance in order to determine potential suitability for future use by the county.

Sec. 2-335. - Reserved.

Sec. 2-336. - Procedural rules and regulations.

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments in making determinations relative to the purchase of good and services, equipment, services, construction and professional services. No department, office, agency, officer or employee of the county shall be empowered to execute any Purchase Order, Change Order, Agreement or Contract except as authorized by this ordinance.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.
- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

Secs. 2-337, 2-338. - Reserved

Sec. 2-339. - Duties of the state's attorney.

The state's attorney or his/her designee shall serve as legal counsel and provide necessary legal services to the director of purchasing. Bid specifications, requests for proposals and contracts may be reviewed by the state's attorney before dissemination or execution, should that review, in the opinion of the director of purchasing, be necessary.

Secs. 2-340—2-347. - Reserved.

Sec. 2-348. - Availability of funds.

Except in emergencies, as described in section 2-357, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the county auditor shall have certified that the unexpended balance, in the proper appropriation for the expenditure account concerned, is sufficient to defray the amount of such contract or purchase order.

Sec. 2-349. - Unlawful purchases.

Except as otherwise provided by law, if any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this division, such purchase order or contract shall be void and have no legal effect.

It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services in order to evade the provisions of section 2-357.

Sec. 2-350. - Personal purchases.

No purchases of supplies or equipment for the personal use of an official, agency head or employee of the county shall be made by the county director of purchasing.

Sec. 2-351. - Conflict of interest; acceptance of gratuities, penalties.

- (a) Neither the county director of purchasing, nor any full-time county employee or elected official, shall participate directly or indirectly in a procurement when they know that:
 - (1) They or any member of their immediate family has a financial interest pertaining to the procurement or purchase.
 - (2) A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.
- (b) Neither the county purchasing director, nor any county employee or elected official shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.
- (c) Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge, as provided under the County's current Ethics and Business Conduct Ordinance/Policy.
- (d) The offer or delivery of any such gratuity to any elected official or employee of the county by any vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder, and for debarring him/her from the bidder's list.

Sec. 2-352—2-356. - Reserved.

Sec. 2-357. - Source selection and contract formation.

(a) *Purchases below Simplified Acquisition Threshold.*

- (1) *Simplified Acquisition Threshold (SAT).* The simplified acquisition threshold for the purpose of this division is established at the level of \$30,000 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (2) *Micro purchases.* Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than \$10,000.00. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.
- (3) *Small purchases.* Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least \$10,000.00 and less than the Simplified Acquisition Threshold of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) informal quotations have been sought prior to selection. No formal bids shall be required. The results of the quotes shall be reported to and/or made available for inspection by the county auditor.
- (4) *Informal procurement methods when using federal funds.* When the value of the procurement for property, goods or services does not exceed the Simplified Acquisition Threshold, formal procurement methods are not required. The non-federal entity (county) may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.
- (5) *Artificial division or fragmentation prohibited.* Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the Simplified Acquisition Threshold in order to circumvent any bidding or competitive selection process and procedures described in this division.

(b) *Competitive bidding.*

- (1) *Conditions for use.* All procurements whose value equals or exceeds the Simplified Acquisition Threshold of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for proposals), 2-357(d) (Professional services selection process), 2-357(e) (Sole -source procurement), 2-357(f) (Emergency procurements), 2-357(g) (Cooperative joint purchasing) or as provided by state statute.
- (2) *Invitation for bids (IFB).* The method of procurement is selected by the cost or the nature of the procurement. An invitation for bids (IFB) solicitation shall be issued and include all specifications, terms and conditions applicable to the procurement.
- (3) *Public notice.* Reasonable time for the required public notice of the invitation for bids shall be given of not less than ten calendar days excluding county holidays prior to the date set forth

therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website

- (4) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and the relevant information the director of purchasing deems appropriate shall be read aloud and recorded on an abstract bid tab. The abstract bid tab shall be available for public inspection for a reasonable period of time.
 - (5) *Late bids.* No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.
 - (6) *Acceptance and evaluation of bids.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by this division. Bids shall be evaluated to determine which bidder offers the lowest cost to the county in accordance with the evaluation criteria set forth in the solicitation. In determining the lowest Responsive and Responsible bidder, the purchasing department will evaluate criteria including, but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the county, availability of support services, uniqueness of the service, materials, equipment or supplies, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids and this Ordinance shall set forth the evaluation criteria to be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids solicitation.
 - (7) *Award.* Upon submittal and approval from the using department's appropriate committee and county board, the contract shall be awarded by a purchasing department notice to the lowest Responsive and Responsible bidder. All contractually required documentation will be required prior to any notice to proceed.
- (c) *Request for proposals (RFP).*
- (1) *Conditions for use.* In cases where the county seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal (RFP) procedure. Reasons for using the request for proposal procedure shall be approved by the director of purchasing prior to the commencement of this procedure. Professional service contracts that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be subject to a request for proposal according to the selection process set forth in this division.
 - (2) *Request for proposals (RFP).* A request for proposals shall be issued and include all specifications or scope of services or scope of work, terms and conditions applicable to the procurement and any requirements of a Responsible Bidder for Public Works Projects, if applicable, and also a statement that said requirements may also be satisfied if the Responsible Bidder and Subcontractors are active members of the Northwestern Illinois Building and Construction Trades Council or the Associated Builders and Contractors.

- (3) *Public notice.* Reasonable time for the required public notice of the Request for Proposals shall be given of not less than ten (10) calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of the proposals. For offers requiring a mandatory pre-proposal conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website.
 - (4) *Receipt of proposals.* Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded.
 - (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
 - (6) *Discussions with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted only with the responsible offerors, whose submitted proposals are determined to be the most susceptible of being selected for award, for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. Such revision may be permitted, after submissions and prior to award for the purpose of obtaining best and final offers.
 - (7) *Discussions with vendors on un-priced offers.* The director of purchasing may hold discussions with any bidder or offeror who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offers. During discussions, the director of purchasing shall not disclose any information derived from one un-priced technical offer to any other bidder or offeror. After discussions, the director of purchasing shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders or offerors submitting acceptable or potentially acceptable technical offers of the closing date.
 - (8) *Guarantees and warranties.* Terms and conditions of bidders', offerors' and manufacturers' guarantees and warranties will be considered in the evaluation of bids, proposals or quotes.
 - (9) *Award.* After submission and approval by the using department's appropriate committee and the county board, award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the county based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.
- (d) *Professional services selection process.*
- There will be circumstances where it will be necessary or advisable for the county to engage the services of independent professionals because of the county's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the county to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with county staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity such as construction.

(1) *Requirements for engagement of independent professionals.* The need or requirement of the county for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:

- The project requires an independent professional as a condition of federal, state or local law or regulation, or as a condition of a federal, state or other grant or intergovernmental agreement;
- The project requires specialized expertise or multiple areas of expertise not available from existing staff;
- County staff is not available for the project due to present or anticipated workload or other time constraints;
- The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise; or
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

(2) *Procedures for selection of independent professionals not subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Contracts for professional services that are less than \$10,000.00 may be awarded by department heads pursuant to rules promulgated by the director of purchasing. Contracts for professional services that are at least \$10,000.00 and less than \$50,000.00 may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be awarded after a competitive selection process that includes a request for proposals to provide the services, except in cases of actual emergency as set forth in this division.

(3) *Procedures for selection of independent professionals subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq. (the "Act"), and by state, federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations.

(e) *Sole source procurement.*

A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable or feasible to competitive bids or proposals. Prior to the director of purchasing and responsible department head

conducting negotiations, as appropriate, as to price, delivery and terms, the contract shall be referred to the appropriate committee for approval of sole source procurement. Whenever the reason is determined it is not feasible, the reason shall be documented in the contract file. When a proposed sole source procurement exceeds the purchasing bid threshold, the County Administrator or the Chief Financial Officer must be consulted and they must also sign off on the written justification documentation for the contract file. County board award procedures, as detailed, must still be followed.

Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- There is only one source for the required goods and supplies, equipment, service, or construction;
- A sole supplier's item is needed for trial use or testing;
- Products are bought for over-the-counter resale;
- Purchases of used equipment;
- Procurement of public utility services;
- Professional expert is requested;
- Systems or product maintenance due to licenses, warranty, compatibility or replacement parts; and
- Service or product availability is within limited geographic boundaries.

(f) *Emergency procurements.*

Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate department head, or elected official forwarded to the director of purchasing, and included in the contract file. A confirming resolution, along with the written determination, shall be submitted to the county board for all emergency procurements of \$30,000.00 or more for goods, equipment and services, and for any professional services agreements; and \$35,000.00 or more for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids. The director of purchasing shall negotiate with the supplier, to the extent practical, a contract in the best interest that must be reasonable considering the circumstances.

(g) *Cooperative joint purchasing.* Subject to applicable state statutes, the county may either participate in, sponsor, conduct, or administer a cooperative joint purchasing agreement for the procurement of goods, services, or construction with one or more public agencies. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts, federal contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required. These cooperative purchases may be done

without the formality of bidding set forth in this division. County board award procedures as detailed must still be followed.

(1) *Cooperative use of goods and supplies and services.* To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the county may enter into an agreement independent of the other requirements of this division with any other public procurement unit for the cooperative use of goods and supplies and services under the terms agreed upon between the parties. Competition requirements shall be met with documented procurement actions using strategic sourcing, shared services, and other similar arrangements.

(2) *Joint use of facilities.* The county may enter into agreements for the common use or lease of warehouse space, maintenance facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.

(3) The county's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(h) *Solicitation amendments/addendums.*

(1) *Conditions for use.* If necessary, an amendment/addendum to a solicitation shall be issued to:

- Make changes in the solicitation
- Correct defects or ambiguities
- To furnish other bidders information provided one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.

(2) *Distribution.* Addendums to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.

(3) *Receipt acknowledgement.* Addendums shall require the bidder to acknowledge receipt of any mandatory addendums by in their bid response on or before the scheduled date and time of the opening or due date.

(4) *Timeframe for vendor evaluation.* Addendums shall be issued in a reasonable period, and if a major change to the specification or requirements will be considered mandatory addendums, not less than five (5) calendar days before the due date to allow prospective bidders sufficient time to consider the mandatory addendums in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. Due date extensions are not required on non-mandatory type of addendums.

(i) *Pre-bid and pre-proposal conferences.*

The county may conduct a pre-bid or pre-proposal conference within a reasonable time, but not less than five (5) days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the county unless a written amendment is issued.

(j) *Pre-opening modification or withdrawal of bids/offers.*

(1) *Invitation for bid—Modification or withdrawal.* A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing

before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their bid. A bid may not be withdrawn if the bid opening has begun. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate file.

- (2) *Request for proposal—Withdrawal.* A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.

(k) *Late bids/offers, late withdrawals and late modifications.*

A bid, offer, withdrawal, or modification is considered late by the county if it is received after the date and time set for the submission of such bids/offers. A late bid, late offer, late withdrawal, or late modification shall be rejected unless it would have been received on time but for the action or inaction of county personnel. Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable. Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate file.

(l) *Unidentified bids/offers.*

An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid or offer applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the file until the scheduled bid date.

(m) *Mistakes in bids/offers.*

- (1) *Mistake discovered prior to bid/offer opening.* A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer.
- (2) *Mistake discovered after bid/offer opening.* After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;
 - In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the county.
 - The director of purchasing may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interest of the county.
 - Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended. The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the correction.
 - In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

- The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the bid withdrawal.

(3) *Mistake discovered after award.* Mistakes shall not be corrected after award of a contract except in cases where the director of purchasing makes a written determination that it would be unconscionable in not allowing correction of the error and upon approval from the appropriate committee and county board.

(4) *Written determination.* If a correction or withdrawal of a bid/offer after bid/offer opening is permitted or denied under this section, the director of purchasing shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal. This section shall not preclude any offer modifications requested or allowed as part of a request for proposals process.

(n) *Only one bid/offer is received.*

If only one responsive bid/offer is received to a solicitation, bid or quote, an award may be made to the single bidder/offeror if the director of purchasing determines that the price submitted is fair and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the director of purchasing may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation process.

(o) *Tie bids.*

Tie bids are the lowest cost bids from responsive and responsible bidders that are identical in price. Award of tie bids will be determined as follows:

If the bids are equal in all respects, the award shall be made by a coin toss by the director of purchasing with one or more witnesses upon three days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

(p) *Confidential information.*

If a person believes a bid, proposal, offer, specification or protest submitted to the county contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the FOIA. The county does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The county expressly disclaims all liability for such disclosure.

(q) *Cancellation of a solicitation.*

A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the county. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the county shall contain language stating the county's right to cancel the solicitation and to reject submitted bids or proposals.

(1) *Cancellation of a solicitation before the due date and time.* The director of purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the county. If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent

to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.

- (2) *Cancellation of a solicitation after receipt of bids or proposals.* The director of purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the county. A notice of cancellation shall be sent to all bidders or offeror's submitting bids or proposals.

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the director of purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the county's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

(r) *Rejection of individual bids or proposals.*

A bid or proposal may be rejected if:

- The bidder is determined to be non-responsible.
- The bid is non-responsive.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interests of the county.

Bidders or offeror's will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file. The determination for rejection will be retained in the procurement file and shall be available for public inspection.

(s) *Responsibility of bidders and offerors.*

- (1) *Determination of vendor responsibility.* Before awarding a contract to a bidder or offeror, the director of purchasing will determine whether that bidder or offeror is responsible. The signature of the appropriate official authorized to execute the contract award signifies the bidder or offeror is responsible.

- (2) *Factors in determining responsibility.* Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel.
- The bidder's or offeror's record in terms of past performance, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the county; or suspension or debarment by another governmental entity.
- Whether the bidder or offeror is legally qualified to do business with the county.
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility.
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation.
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility.

- The qualities of the products supplied, their conformity with the specifications, and their suitability to the requirements of the county.
 - Availability of support services.
 - Compatibility to existing equipment.
 - Delivery terms.
- (3) *Determination of a non-responsible bidder/offeror.* A determination of a non-responsible bidder or offeror shall be in writing by the director of purchasing outlining the basis of the determination and a copy shall be included in the procurement file.
- (4) *Notification to non-responsible bidder/offeror.* A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.
- (5) *Dissemination of bidder/offeror information.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing department without the prior written consent by the bidder or offeror except in accordance with section on public access to procurement information.
- (6) *Bidder/offeror rights.* A finding of non-responsibility shall not be construed as a violation of the rights of any person.

(t) *Authorization for the use of electronic transmissions.*

The use of electronic media for all procurement procedures, including acceptance of electronic signatures, is authorized consistent with Illinois law for use of such media. The director of purchasing shall determine which solicitations and/or contracts are suitable for electronic transmissions, giving consideration to appropriate security to prevent unauthorized access to the bidding, approval and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

(u) *Bid security, contract performance and payment bonds.*

- (1) *Requirement for bid security.* Bid security may be required for contracts when provided by statute or when the director of purchasing determines it is in the county's best interests. Acceptable forms of security which may be submitted are: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the County of Winnebago (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the county.
- (2) *Amount of bid.* Bid security shall be in an amount not to exceed ten percent of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.
- (3) *Contract performance and payment bonds.* When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the county and shall become binding on the parties upon the execution of the contract. Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.

(v) *Multi-year contracts.*

Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the county, with optional renewals up to five (5) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds

are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years, unless approved by the county board, in specific circumstances and pursuant to Section 2-363(c). Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof, and copies of all contracts shall be submitted with annual budget requests.

The county shall cancel a contract due to unavailability of funds when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

(w) Extension of bid/offer acceptance time.

After opening of bids or offers, the director of purchasing may request, in writing, an extension of time during which the county may accept the bids or offers only from bidders or offerors meeting the stipulated submission date and time requirements of the solicitation. Subsequent to receipt of the county's extension request the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the director of purchasing. No other modifications shall be allowed.

(x) Communication during the procurement process.

In an effort to create a more competitive and unbiased procurement process, the county shall establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with county personnel concerning this solicitation or the evaluation process must only be through the purchasing department staff. Inquiries will be collected by purchasing department staff who will then submit the inquiries to the department head responsible for the procurement. Responses by the department head to the inquiries will be submitted to the purchasing department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other county employees, agents of the county or elected officials is permitted unless expressly authorized by the director of purchasing. A violation of this provision is cause for the county to reject the bidder's proposal. If it is later discovered that a violation has occurred, the county may reject any proposal or terminate any contract awarded pursuant to this solicitation.

(y) Revenue generating contracts.

Revenue generating contracts are agreements under which the county receives a commission from a vendor or other public entity for goods or services sold, such as a joint-purchasing agreement or vending contract. Departments should ensure that an agreement has been fully executed between the county and the vendor or public entity. The director of purchasing and/or state's attorney's office is required to be notified of any revenue generating agreements that are executed by department heads and/or elected officials.

(z) Insurance requirements.

For all contracts, the contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the contract. The director of purchasing shall determine the types and amounts of coverage that shall be required, as recommended by the county's insurance broker/risk consultants. The contractor shall have the county named as an additional insured and furnish the director of purchasing with satisfactory evidence of said insurance. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the county, which

generally requires that the company be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.

(aa) *Hold harmless clause.*

The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, Illinois its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract upon award.

(bb) *Fiscal responsibility.*

The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and prior to the issuance of any purchase order, contract, change order or contract modification the department head or elected official shall verify that sufficient budgeted funds are available.

(cc) *County records retention.*

All determinations and other written records, emails and notes pertaining to the solicitation, award and performance of a contract shall be maintained for the county in the procurement records in the purchasing department. All procurement and contract records shall be retained and disposed of by the county in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

(dd) *Contractor record retention.*

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate records appropriate to the type of contract, to retain such records for a minimum of three years from final payment unless otherwise specified in the solicitation, and to make such records available for inspection by the county upon reasonable terms consistent with state law. For contracts subject to the Illinois Prevailing Wage Act, the retention period shall be five years and the contractor shall also be required to submit certified payroll affidavits and to make such all payroll records available for inspection by the Illinois Department of Labor.

(ee) *Reporting of anticompetitive practices.*

When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, a notice of the relevant facts shall be transmitted to the state's attorney.

(ff) *Technology purchases not suitable for competitive bid.*

The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. The purchases over \$35,000.00 may be authorized by the county board. The purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase.

(gg) *Request for information.*

The director of purchasing may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a

specific county requirement. Sufficient public notice shall be provided in the same manner as stipulated in Sec. 2-357.

(hh) *Grant programs.*

Under certain grant programs the county acts as a third-party administrator of local, state and federal funds and does not procure goods and services for the county. The processing of a grant requisition is done to facilitate the method of payment and does not require any of the normal procurement procedures or approvals under this ordinance.

(ii) *Circumstance not suitable for bid.*

The following types of procurements are determined by the county board to be not suitable for competitive bidding, some as defined in 55 ILCS 5/5-1022(c): purchases of used equipment, purchases at auction, sole supplier's item needed for trial or testing, there is only one source for the required supply, services or construction item, purchases of regulated utility services or other services for which a tariff or set rates are published; purchases for which there has been a record of no competition, as evidenced by single bids, for four (4) consecutive years. Contracts awarded under this section shall not contain an automatic renewal clause.

(jj) *Noncompetitive procurement.*

There are specific circumstances in which noncompetitive and/or sole source procurement can be used. The director of purchasing and/or the responsible department head can conduct negotiations, as appropriate, as to price, delivery, and terms. Further, any contract that is initially determined to be noncompetitive procurement pursuant to this subsection, shall be referred to the appropriate committee for consideration and recommendation. Examples of Noncompetitive procurement not suitable for bidding are as follows:

- (1) The acquisition of property, supplies, construction or services, the aggregate dollar amount of which does not exceed the small purchase threshold;
- (2) The item is available only from a single, sole source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The federal awarding agency or pass-through entity expressly authorizes a non-competitive procurement in response to a written request from the non-federal entity;
- (5) A sole supplier's item is needed for trial use, sample or testing;
- (6) Products are for over-the-counter resale;
- (7) For the purchases of used equipment;
- (8) For the purchases done by auctions;
- (9) After a good faith effort of researching of a number of sources, competition is determined inadequate;
- (10) Specifics of a state or federal grant requirements; or
- (11) Revenue generating type of agreement.

(kk) *Geographical preferences prohibited.*

A non-federal entity (county) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Sec. 2-358. - Specification

(a) *Responsibility for specifications.*

- (1) The director of purchasing or delegated using department shall prepare, revise, and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the county except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (2) Highway department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.
- (3) Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions for inclusion by the director of purchasing.
- (4) The director of purchasing shall retain authority to approve or disapprove all specifications.

(b) *Relationship with using departments.* The director of purchasing shall obtain expert advice and assistance from personnel of using departments in the development of specifications and may delegate to a using department the authority to submit its own specifications. The director of purchasing shall retain authority to approve or disapprove all specifications.

(c) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the county by architects, engineers, designers, and draftsmen.

Sec. 2-359. - Appeals and remedies.

(a) *Bid protests.*

- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
- (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
- (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

(b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

- (c) *Authority to settle bid protests and contract claims.*
- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.
 - (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.
 - (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten (10) business days. The decision of the county board chairman is final.
- (e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.
- (f) *Procedure for non-compliance for purchases.*
- (1) *Procedure for non-compliance for purchases under \$30,000.00.* The county auditor shall not approve any payment for goods, supplies, services, or construction (except for professional services) unless such procurement was in compliance with the terms of this division. If the county auditor is requested to process any payment that is not in compliance with this division, the Auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate committee. If the purchase amount is \$30,000.00 or less (\$35,000.00 or less for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) and, if the procurement is not in violation of federal or state law, then the department head or elected official making the request of the auditor for payment, shall present the matter by resolution to the appropriate committee and the county board for its consideration. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids.
 - (2) *Procedure for non-compliance for purchases of professional services.* If the county auditor is requested to approve any payment for professional services in excess of \$50,000.00, that is not in compliance with this division, the auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the chair of the appropriate committee. If the state's attorney opines that the services sought constitute professional services under state law, and, if the procurement is not otherwise in violation of federal or state law, then the department head or elected official making the request of the

auditor for approval, shall present the matter by resolution to the appropriate committee and county board for its consideration.

- (3) *Procedures for non-compliance prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.
- (4) *Procedures for non-compliance prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing, after consultation with the state's attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.
- (5) *Procedures for non-compliance after award.* If, after an award, the director of purchasing, after consultation with the state's attorney, determines that solicitation or award of a contract was in violation of this division, then:
 - a. If the person awarded the contract has not acted fraudulently or in bad faith:
 1. The contract may be ratified and affirmed by the county board, provided it is determined that doing so is in the best interests of the county and provided that no violation of federal or state law has occurred in the procurement process; or
 2. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification.
 - b. If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the county.

(g) *Remedies for solicitations or awards in violation of law.*

- (1) *Prior to bid opening or closing date for receipt of proposal.* If, prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this division.
- (3) *After award.* If, after an award, the director of purchasing determines that a solicitation or award of a contract was in violation of applicable law, then:
 - a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
 - b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

Sec. 2-360. - Debarment.

- (a) *Prohibition to award contracts to parties debarred or suspended.* No contract may be awarded to parties listed on the federal government's Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the agency's office of inspector general, or on the county's own list of parties suspended or debarred from doing business with the county.

- (b) *Authority to debar.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the director of purchasing, after consultation with the state's attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. The causes for debarment include:
- (1) Criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (2) Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which seriously and directly affect responsibility as a county contractor;
 - (3) Conviction under state or federal antitrust laws arising out of the submission of bids or proposals;
 - (4) Violation of contract provisions or a character which is regarded by the director of purchasing to be so serious as to justify debarment, including, but not limited to:
 - (a) Deliberate failure to perform the specifications or within the time limit provided in the contract; or
 - (b) A record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
 - (5) Any other cause which the director of purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by any other governmental entity for any cause listed in this division; and
 - (6) For violation of the ethical standards set forth in this division.
- (c) *Decision to debar.* The director of purchasing shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved. A copy of said decision shall be provided to the county board chairman.
- (1) A copy of the decision required by this section shall be mailed or otherwise delivered by the director of purchasing to the debarred person within five (5) business days after such decision is made.
 - (2) A decision to debar shall be final. The debarred person shall have ten business days after receipt of the decision to submit a written appeal to the county board chairman for consideration by the appropriate committee. The debarred person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The appropriate committee shall issue its decision promptly, but in no event later than thirty (30) calendar days after conclusion of the hearing. The decision of the appropriate committee shall be final.

Sec. 2-361. - Contract management policy.

- (a) *Contract policy.* This section defines the parameters by which a county contract is created and defines the required administrative review process for managing county contracts. The purchasing department shall be responsible for ensuring that all contracts comply with applicable federal and state laws and internal procedures. All contracts entered into by the county, including original contracts, amendments, and extensions, may be signed only by the designated authority set forth

in this division, are subject to appropriate legal review, and must be stored and retained according to document retention policies unless specifically excluded by this or another policy adopted by the county board.

(b) *Definitions.*

- (1) *Contract compliance.* The process of reviewing and managing contracts and agreements that bind the county. Policies that determine how contracts will be processed fall under the responsibility of the county board and shall be enforced by county administration and administered through the purchasing department.
- (2) *Contract administration.* The ongoing process of ensuring that the terms and conditions of contracts are being implemented as agreed to by the parties. Contract administration is the responsibility of the purchasing department and the requesting department head or elected official. The department head or elected official is the individual responsible for promoting the contract, including ensuring that appropriate approval is obtained and, where required, the appropriate committee and county board approval.

(c) *Procedures.*

- (1) All proposed contracts must be submitted to the purchasing department for review and processing. The director of purchasing, upon completion of his/her review, may if deemed necessary, submit the contract to the state's attorney or his/her designee, to ensure that the contract meets all legal requirements.
- (2) If submitted to the state's attorney or his/her designee, for review, after an opinion has been rendered on the proposed contract, the director of purchasing will edit the language of the contract as suggested by the state's attorney or his/her designee and forward the revised draft contract to the department head or elected official to obtain approval as required by this division. If no legal opinion is requested, the director of purchasing will, upon completion of his/her review, forward the draft contract to the department head or elected official to obtain approval before proceeding, when required, to the appropriate committee and county board for approval.
- (3) After approval of the proposed contract is obtained, the director of purchasing will send the contract to the vendor for signature with instructions to return it to the purchasing department. Upon receipt of the signed contract, the director of purchasing shall be responsible to have the contract executed on behalf of the county and will advise the requesting department head or elected official when the contract has been duly executed and is in force.
- (4) The purchasing department will index and image the contract, ensuring access to it by the requester and other county officials. The original contract will be filed with the county clerk's office. A system will be put in place that will generate a notice to the originating department head or elected official months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.

- (d) *Types of contracts.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county may be used, provided that the use of a cost plus percentage of cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the county than any other type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.

- (e) *Multiple source contracting.* A multiple source award is an award of an indefinite quantity for one or more similar goods or services to more than one bidder. A multiple source award may be made when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with this division, as applicable. Multiple source awards shall not be made when a single award will meet the county's needs without sacrifice of economy or service. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the county without sacrificing economy and service.

If a multiple source award is anticipated prior to issuing a solicitation, the county shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation. The director of purchasing shall make a determination setting forth the reasons for a multiple source award.

- (f) *Excluded contracts.* Unless mandated by the county board no employment or U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) contracts will be held in the purchasing department nor will they be approved or negotiated by the director of purchasing.

Sec. 2-362. - Contract execution.

- (a) *Requisitions.* Prior to submission to the purchasing department, all requisitions shall be approved by the department head or elected official making the request or by an individual authorized by the department head or elected official.
- (b) *Fiscal responsibility.* The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and prior to the issuance of any purchase order, contract, change order or contract modification, the department head or elected official shall verify that sufficient budgeted funds are available.
- (c) *Authorization to issue bids or other solicitations.* The director of purchasing may issue bids or other solicitations for any goods and supplies, equipment, services, or construction for which funds have been specifically budgeted. Approval of the using departments appropriate committee making the request is required prior to any solicitation for any goods and supplies, equipment, services, or construction not specifically authorized in the budget, except those covered in this division.
- (d) *Review of contracts.* At the discretion of the director of purchasing, the state's attorney may review, prior to award, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the state's attorney.
- (e) *Approval of contracts.*
 - (1) *Contracts of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services) or more.* The committee in charge of the using agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), by resolution, to the county board for its consideration at its next meeting. After award by the county board, contracts shall be signed by the county board chairman or designee. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.

- (2) *Contracts of less than \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services).* Department heads or elected officials (excluding county board members) may sign all contracts where the total cost of the contract is between \$10,000.00 and \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services). Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (3) *Contracts involving a material alteration.* All contracts, regardless of cost, that will result in a material alteration shall be submitted to the appropriate committee, by resolution, to the county board for its consideration at its next meeting. After award by the county board, all such contracts shall be signed by the county board chairman.

Sec. 2-363. - Contract changes.

(a) *Change orders and contract modifications.*

- (1) All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by resolution of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services) or more exceeds twenty percent of the original contract amount, approval of the using agency and the appropriate committee and the county board is required. It is the approval responsibility of the requesting department to obtain a resolution from the county board authorizing such price adjustment before such price adjustment shall be effective. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), or more, or the time of completion by a total of thirty (30) calendar days or more, the department head or elected official shall make a determination in writing that:
 - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
 - b. The change is germane to the original contract as signed, or
 - c. The change order is in the best interests of the county and authorized by law.
 - d. The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be available to the public for inspection.
- (3) When any change order or series of change orders for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

- (4) The foregoing paragraph does not apply to highway department contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the change orders, in the aggregate, do not exceed the total dollar amount previously approved by resolution of the county board; however where a change order will result in the aggregate of all change orders exceeding the total dollar amount as previously approved by the county board, such change order shall be subject to the procedures contained in paragraph [1]—[3] above.
 - (5) The director of purchasing or designee retains the right to get county board approval to sign all change orders and to consent to contract assignments. All such change orders shall be approved in writing by the head of the requesting department before execution of the change order by the director of purchasing. No change order may exceed the threshold set for sealed bids and cannot exceed a county board approved resolution. Additionally, the county engineer is authorized to sign change orders for projects relating to planning, design, construction and maintenance of highways, bridges, and culverts.
- (b) *Contract term and renewal.* Unless otherwise provided by law, a contract for goods or services may be entered into for any specified period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, including the time periods by which the contract is extended due to renewal, shall not exceed two (2) years, but may include an option to renew up to five years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by board resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

The following governs contract renewals:

- (1) All contracts that contain an optional renewal clause shall be presented for approval with the total dollar value for the initial period of award.
 - (2) All requests for contract renewals shall originate from the using department in the form of a request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
 - (3) The request shall be submitted at least ninety (90) days prior to the expiration date of the current period.
 - (4) The purchasing department or using department will obtain contractor approval and submit the necessary correspondence for approval.
 - (5) All renewals shall be for the time period specified in the original contract document.
 - (6) All contracts containing renewal clauses shall not be presented to the appropriate committee and county board that exceed a total term of five (5) years unless approved in advance by the director of purchasing.
- (c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the vendor shall be informed in writing of the cancellation.

Sec. 2-364. - Surplus and obsolete supplies.

(a) *Disposal of surplus and obsolete supplies.*

- (1) All county departments shall submit to the director of purchasing and in such form as he/she shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The director of purchasing shall have the authority to transfer any such commodities which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.
- (2) The director of purchasing shall have the authority to sell all such supplies, materials and equipment which cannot be used by any department or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
- (3) The director of purchasing shall provide the county auditor a listing of all surplus supplies, materials and equipment transferred, sold or otherwise disposed of in accordance with this section.
- (4) The director of purchasing shall allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the finance director.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

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.

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

ATTEST:

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

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

2023 CO ____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD, PAUL ARENA, AARON BOOKER, JOHN BUTITTA, JEAN CROSBY, JOHN GUEVARA, BRAD LINDMARK, KEVIN MCCARTHY, JOHN PENNEY, JOHN SWEENEY, MICHAEL THOMPSON, JIM WEBSTER, ANGELA FELLARS, VALERIE HANSERD, CHRISTOPHER SCROL, TIM NABORS, ANGIE GORAL, JAIME SALGADO, JOE HOFFMAN

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3
OF THE WINNEBAGO COUNTY CODE OF ORDINANCES
(PURCHASING ORDINANCE)**

WHEREAS, Chapter 2 of the County Code of Ordinances, Article VI, Division 3, sets forth various criteria for Centralized Purchasing; and

WHEREAS, the Winnebago County Board wishes to amend Sections of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances; and

WHEREAS, the amendments to the Ordinance are a general update based upon the expertise and experience of the County’s Purchasing Department; and

WHEREAS, further, the amended Ordinance includes a definition of “Responsible Bidder for Public Works Projects” which requires a responsible bidder to participate in active apprenticeship and training programs; and

WHEREAS, the amended ordinance recognizes the County’s desire for responsible bidders so that it may maintain the public’s confidence in public works projects funded by the County ensuring a properly trained and competent work force.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3 of the County Code of Ordinances be amended as follows:

DIVISION 3. - CENTRALIZED PURCHASING SYSTEM

Sec. 2-326.- Short title.

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

Sec. 2-327. - General provisions.

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; make purchases which are in the best interest of the county; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago, Illinois through continuous improvement of purchasing systems and procedures. To the extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for certain professional services as defined in section 2-357, by the county board except as specified below. These provisions shall apply to all expenditures of public funds by a county department for purchasing regardless of its source, except as otherwise provided by federal or state law, regulations, County of Winnebago Ordinance or county administrative policy. Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or grant.
 - a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:
 1. Auditor 55 ILCS 5/3-1004.
 2. County clerk 55 ILCS 5/3-2003.2.
 3. Recorder 55 ILCS 5/3-5005.2.
 4. State's attorney 55 ILCS 5/3-9005.
 5. Treasurer 55 ILCS 5/3-10005.
 - b. The following elected county offices have internal control over their offices except for purchases of equipment:
 1. Coroner 55 ILCS 5/3-3003.

2. Sheriff 55 ILCS 5/3-6018.
 - c. The following offices are not subject to the county competitive bidding statute or purchasing ordinance.
 1. Courts.
 2. Public defender.
 3. Regional office of education.
 4. Clerk of circuit court.
 - d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
 - e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
 - f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.
- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, ~~being 5 ILCS 140/1 et seq.~~
 - (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of county contracts to act in good faith.
 - (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
 - (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Sec. 2-328. - Severability.

If any provision of this division or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this division.

Sec. 2-329. - Repealer.

All ordinances, resolutions, rules and regulations in conflict with this division are hereby repealed to the extent of their inconsistency.

Sec. 2-330. - Savings clause.

Nothing herein, hereby adopted shall be construed to affect any suit or proceeding now pending in a court of law or any cause or causes accrued or existing under any prior resolution or ordinance. Nor may any right or remedy of any character be lost, impaired or affected by this division.

Sec. 2-331. - Effective date.

This division shall become effective at 12:01 a.m. thirty (30) days after its adoption by the county board. ~~on May 10, 2018.~~

Sec. 2-332. - Definitions.

The words defined in this section shall have the meanings set forth below whenever they appear in this division.

Architectural, engineering, and land surveying services. Those professional services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

Best and final offer (BAFO). Is a term used in bids to indicate that no further negotiation on the amount or terms is possible. It can also be a bid containing final pricing and deliverables submitted by bidding contractors based on the outcome of the negotiations conducted during the initial bid stage.

Bid. An advertised, open, competitive solicitation for prices that are opened publicly.

Bid security. A guaranty that the bidder will enter into a contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the bid security.

Bid tab. Bid tabulations show each bidder's bid amount for each pay item in a contract. They are posted as soon as the authorized buyer certifies that a bid tab accurately reflects the bids received and publicly opened.

Bidder's list. A current database of potential vendors or contractors for each category of commodities and services repetitively purchased for county use.

Business. Any corporation, partnership, ~~limited~~ liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change order. Written authorization directing a contractor to modify or change an existing purchase order or contract.

Competitive proposals. Purchases over the Simplified Acquisition Threshold (SAT). Formal solicitation required as well as fixed price cost-reimbursement contracts and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with pricing being one of the factors.

Confidential information. Any information which is available to an employee only because of the employee's status as an employee of the county or its agencies and is not a matter of public knowledge or available to the public via request pursuant to the Illinois Freedom of Information Act, being 5 ILCS 140/1 *et seq.*

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract. All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, construction or professional services that are legally binding promises enforceable by law.

Contract Employee. See Independent Contractor.

Contract file. A record maintained in the purchasing department which may include a requisition, purchase order, contract documents and/or related correspondence.

Contract modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contract renewal. Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. ~~If the bid document does not include provisions for renewal, any continuation of the contract would be considered a new contract and therefore must be re-bid.~~

Contract-revenue generating. Revenue generating contracts are agreements under which the county receives from a vendor either a commission or share in the profit generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

Contractor. Any person having a contract with the county or a using agency thereof.

Cooperative joint purchasing. Procurement or purchasing conducted by or on behalf of more than one governmental or public procurement unit.

Cost plus percentage contracts. Cost plus percentage of cost (CPPC) contracting shall not be used. Cost plus percentage of cost contracts demand the county to pay a fee that rises as the contractor's costs rise. It has been determined that this type of contract provides no incentive for the contractor to control costs and is thus improper. Any contract entered into utilizing cost plus percentage calculation shall be void.

Cost-reimbursement ~~contract grant~~. A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this division, and a fee or profit, if any.

County board chairman. The county officer elected by the electors of the county to serve as chairman of the county board.

County agency. A county officer, employee, department, office, official, commission, county board, or agency whose purchasing authority is subject to the provisions of this division.

Debarment. The process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

Discussions. Oral or written negotiations between the county or its agencies and an offeror during which information is exchanged about specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

Elected official. For the purposes of this division, elected official includes; clerk of the circuit court, county auditor, county board chairman, county board members, county clerk, county coroner, county treasurer, and county recorder, superintendent of the regional office of education, county sheriff and state's attorney. For purposes of this division, the Chief Judge of the 17th Judicial Circuit Court is also considered an elected official.

Emergency purchase. Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to county services.

Employee. An individual drawing a salary or wages from the county whether elected or not and providing services for the county, ~~and any individual performing uncompensated personal services for the county.~~

Equipment. Items that are purchased or used by the county that are not goods and supplies and which are not expendable except through depreciation or wear and tear, and which do not lose their identity or become integral parts of other items or installations.

FOIA. Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

~~F.O.B. Freight on Board.~~

Goods and supplies. All personal property relating to the maintenance, repair and operating materials necessary to sustain day-to-day county operations.

Gratuity. A payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

IDOT. Illinois Department of Transportation.

Immediate Family. Husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.

Independent contractor. A person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved.

Invitation for bids (IFB). A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

Irresponsible bidder. A bidder or prospective bidder who has failed to furnish, upon written request, proof of his/her responsibility; or who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, any provisions of this division.

Local bidder. A firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to the county.

Material Alteration. Any construction, repair, reconstruction, rehabilitation, addition or improvement of a county owned, leased or rented building or structure, which appreciatively or significantly affects or influences its function, use or appearance.

Materials. Items or supplies required in the performance of day-to-day operations.

Micro Purchases. Purchase of materials, services, supplies, equipment construction and construction related services that are less than the small purchase threshold. Efforts should be made to distribute purchase equitably among qualified providers.

Multi-year contracts. Procurement contracts extending more than one (1) year.

Multiple price quotation. Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three (3) sources or vendors prior to purchase.

Negotiations. The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms.

Notice to proceed. Formal notification given to the contractor or vendor that officially begins the project.

Person. Any individual or group of individuals, business, union, contractor, firm, corporation, trustee, partnership, association, joint venture, committee, club or other entity.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, construction, or professional services. It also includes all functions that pertain to the obtaining of any goods, service, construction, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public Works Projects. Any fixed work construction, improvement or demolition by any public body that is funded or financed in whole or in part with public funds and as further defined in the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Purchasing card (P-card). A payment method using a card issued by a bank or major credit card provider for county purchases.

Professional service. The service of a person possessing a high degree of professional skill where the ability or fitness of the person plays an important part and the primary reason for contracting with the person is the county's confidence, trust and belief in his or her talent and ability to perform the services. Professional services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health professionals.

Purchase order. A written order signed and issued by the purchasing department directing a business to provide goods, services, construction or professional services on behalf of the county.

Purchase requisition. An internal document, by which a department sends, to the purchasing department, details of goods, supplies, services, equipment, construction, or professional services to meet its needs for a specific job.

Purchasing agent. The director of purchasing or any staff member of the purchasing department authorized to act as a purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services, and processing contract and purchase orders.

Request for Information (RFI). All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial market of equipment, supplies, services, construction, and construction related services.

Request for Proposals (RFP). A formal request to prospective vendors soliciting proposals and it contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Proposals are submitted in sealed envelope and opened privately. Vendors are selected based on a qualification based evaluation.

Request for Qualification (RFQ). Documentation requested for professional services including, but not limited to, a list of professional references and similar work performed.

Request for Quotes/Quotations. Informal pricing for the purchase of goods, supplies, services, equipment, construction or professional services. May be submitted by mail, written, by telephone (verbal quote), or email, and under the current purchase threshold.

Requisition. An electronic request issued by a county department head or his/her designee against available and approved funds authorizing the purchasing department to issue a purchase order on the department's behalf.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements contained in the Invitation for Bids, has the capacity, facilities, equipment, and credit which will assure good faith performance, and has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

~~*Responsible bidder or officer.* A person who has the capability in all requests to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.~~

Responsive bidder. A person who has submitted a bid which conforms in all material respects to the invitation for bid.

Responsible Bidder for Public Works Projects: A person (firm) who has the capability in all respects to perform fully the public works contract requirements, and the experience, personnel, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance. Responsible bidder for Public Works Projects means a bidder for public works projects advertised, awarded, and financed, in whole or in part, with county public funds, who meets all of the job specifications, including the following applicable criteria. Evidence of compliance is required for public works projects estimated to be over bidding threshold in value.

a. Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, and vehicle. Performance bonds, as required.

b. To qualify as a Responsible Bidder for Public Works Projects exceeding \$30,000.00, or as defined in the most current Illinois Compiled Statutes for small purchases, the Responsible Bidder and Subcontractors must be a member of an organization that participates in an active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training, or its successor, for each of the trades of work contemplated under the awarded contract. The required evidence shall include, but is not limited to, a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

c. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. All contractors and sub-contractors, as determined by the contract, are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.

d. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the Public Works project.

e. All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, email, and telephone number of the contact person having knowledge of the project or three (3) references (name, address, email, and telephone number) with knowledge of the business practices of the contractor.

The provisions contained in the definitions of “Responsible Bidder” and “Responsible Bidder for Public Works Projects” shall not apply to grant, state or federally funded construction projects or Illinois Department of Transportation projects if such application would jeopardize the receipt or use of federal, state or grant funds in support of such project.

Reverse auctions. A reverse auction is a real-time bidding process taking place at a scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods and services specified in the invitation for bid.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Small purchase threshold. The threshold established by the county at which public bids are not required.

Small purchases. Purchases that are at least \$10,000.00 and less than \$30,000.00, (less than \$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services), or as defined in the most current Illinois Compiled Statutes.

Sole source procurement. Any contract entered into without a competitive process, based on a written justification that only one known source exists or that only one single vendor or supplier can fulfill the particular requirements. However, any contract that is initially determined to be sole source, shall be referred to the appropriate committee for consideration and recommendation.

~~The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Sole source procurement requires written justification from the requesting department explaining why there is only one source. Such justification will be reviewed by the director of purchasing for validity.~~

Solicitation. An invitation for bids or request for proposals or qualifications or request for quotes to provide materials, services, equipment, supplies or construction and construction related services and professional services.

Specification. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Stringing. Dividing or fragmenting procurements in order to circumvent any of the provisions of this division. Stringing is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the intent to circumvent procurement policies.

Subcontractor or supplier. A vendor which enters into a contract with a prime contractor to provide goods or services pursuant to a contract between the prime contractor and the county.

Surplus property. Property including goods and supplies and equipment that exceeds the reasonably foreseeable needs of the county or no longer has any use to the county.

Suspension. Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings.

Unauthorized purchase. An unauthorized purchase occurs when the materials, services, or any expense is charged to the county by a person who has not been given such authority. Unauthorized purchases include procuring goods and supplies, equipment, construction, or services (including professional services) without following this ordinance. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the county for the expense even though the goods and supplies, equipment, construction, or services (including professional services) are used for county business.

Used equipment. Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least 25 percent below current market price; or (c) is otherwise determined by the director of purchasing on a case-by-case basis to be a bona fide used item.

Using department or agency. Any county department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this division.

Sec. 2-333. - Director of purchasing.

The director of purchasing shall serve as the purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services in accordance with this division. The director of purchasing ~~and compensation~~ shall be recommended, appointed, disciplined or dismissed by the county administrator with the approval of the county board chairman. If no consensus can be reached between the county administrator and county board chairman related to the director of purchasing's employment, then it shall be subject to the advice and consent of the county board. The director of purchasing shall report to the Chief Financial Officer.

Before entering upon the duties of his office, the county director of purchasing shall execute a bond to the county in an amount to be prescribed by the county board, with sureties approved by the county board and which bond shall be conditioned as follows: That he shall faithfully perform all duties which are or may be required by law and county ordinance to be performed by him as county director of purchasing in the time and manner prescribed or to be prescribed by law and county ordinance; and when he shall be succeeded in office, shall surrender and deliver over to his successor in office all supplies, materials, equipment, books, papers, monies and other things belonging to the county and appertaining to his office, then the above bond shall void; otherwise to remain in full force and effect.

Sec. 2-334. - Purchasing department duties.

The purchasing department shall work cooperatively with all departments in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of

Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall:

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) ~~Be forwarded~~ Departments shall forward to the purchasing department suggested specifications for goods and supplies, equipment, services, construction, and professional services from county departments. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Obtain sSpecifications for construction and maintenance of highways, bridges and culverts, which shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.
- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using the materials, supplies, services, equipment, construction, construction related services and professional services.
- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- ~~(7) Have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the director of purchasing shall consider the county's requirements, its resources, and the potential contractor's capabilities. The purchasing department shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.~~
- ~~(78)~~ Obtain expert advice and assistance from personnel of county departments in development of specifications.
- ~~(89)~~ Exercise supervision over inventories of goods belonging to the county.
- ~~(910)~~ Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.
- (10) Review county departments' evaluation of their vendor's performance in order to determine potential suitability for future use by the county.

Sec. 2-335. - Reserved.

Sec. 2-336. - Procedural rules and regulations.

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of

purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments in making determinations relative to the purchase of good and services, equipment, services, construction and professional services. No department, office, agency, officer or employee of the county shall be empowered to execute any Purchase Order, Change Order, Agreement or Contract except as authorized by this ordinance.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.
- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

Secs. 2-337, 2-338. - Reserved

Sec. 2-339. - Duties of the state's attorney.

The state's attorney or his/her designee shall serve as legal counsel and provide necessary legal services to the director of purchasing. Bid specifications, requests for proposals and contracts may be reviewed by the state's attorney before dissemination or execution, should that review, in the opinion of the director of purchasing, be necessary.

Secs. 2-340—2-347. - Reserved.

Sec. 2-348. - Availability of funds.

Except in emergencies, as described in section 2-357, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the county auditor shall have certified that the unexpended balance, in the proper appropriation for the expenditure account concerned, is sufficient to defray the amount of such contract or purchase order.

Sec. 2-349. - Unlawful purchases.

Except as otherwise provided by law, if any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this division, such purchase order or contract shall be void and have no legal effect.

It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services in order to evade the provisions of section 2-357.

Sec. 2-350. - Personal purchases.

No purchases of supplies or equipment for the personal use of an official, agency head or employee of the county shall be made by the county director of purchasing.

Sec. 2-351. - Conflict of interest; acceptance of gratuities, penalties.

- (a) Neither the county director of purchasing, nor any full-time county employee or elected official, shall participate directly or indirectly in a procurement when they know that:
 - ~~(b)~~ ~~(1)~~ They or any member of their immediate family has a financial interest pertaining to the procurement or purchase.
 - ~~(c)~~ ~~(2)~~ A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.
- ~~(b)~~ Neither the county purchasing director, nor any county employee or elected official shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.
- ~~(c)~~ Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge, as provided under the County's current Ethics and Business Conduct Ordinance/Policy.
- ~~(d)~~ The offer or delivery of any such gratuity to any elected official or employee of the county by any vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder, and for debarring him/her from the bidder's list.

Sec. 2-352—2-356. - Reserved.

Sec. 2-357. - Source selection and contract formation.

- (a) Purchases below Simplified Acquisition Threshold. ~~competitive bidding threshold~~.
 - (1) ~~—Simplified Acquisition Threshold (SAT). Competitive bidding.~~—The ~~competitive bidding~~ simplified acquisition threshold for the purpose of this division is established at the level of ~~\$25,000~~\$30,000 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids.
 - (2) *Micro purchases*. Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than ~~\$5,000.00~~ \$10,000.00. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.
 - (3) ~~—~~Small purchases. Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least ~~\$5,000.00~~ \$10,000.00 and less than the Simplified Acquisition Threshold ~~competitive bidding threshold~~ of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) informal quotations have been sought prior to selection. No formal bids shall be

required. The results of the quotes shall be reported to and/or made available for inspection by the county auditor.

(4) —Informal procurement methods when using federal funds. When the value of the procurement for property, goods or services does not exceed the Simplified Acquisition Threshold, formal procurement methods are not required. The non-federal entity (county) may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.

~~(4)~~ (5) Artificial division or fragmentation prohibited. Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the ~~competitive bidding~~ Simplified Acquisition Threshold in order to circumvent any bidding or competitive selection process and procedures described in this division.

(b) *Competitive bidding.*

(1) *Conditions for use.* All procurements whose value equals or exceeds the Simplified Acquisition Threshold ~~competitive bidding threshold~~ of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for proposals), 2-357(d) (Professional services selection process), 2-357(e) (Sole ~~S~~-source procurement), 2-357(f) (Emergency procurements), 2-357(g) (Cooperative joint purchasing) or as provided by state statute.

(2) *Invitation for bids (IFB).* The method of procurement is selected by the cost or the nature of the procurement. An invitation for bids (IFB) solicitation shall be issued and include all specifications, terms and conditions applicable to the procurement.

(3) *Public notice.* Reasonable time for the required public notice of the invitation for bids shall be given of not less than ten calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website

(4) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and the relevant information the director of purchasing deems appropriate shall be read aloud and recorded on an abstract bid tab. The abstract bid tab shall be available for public inspection for a reasonable period of time.

(5) *Late bids.* No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.

(6) *Acceptance and evaluation of bids.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by this division. Bids shall be evaluated to determine which bidder offers the lowest cost to the county in accordance with the evaluation criteria set forth in the solicitation. ~~Only objectively measurable criteria set forth in the invitation for bids shall be applied in determining the lowest responsive bidder.~~ In determining the lowest Responsive

and Responsible bidder, the purchasing department will evaluate ~~Examples of such~~ criteria including, ~~e~~ but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the county, availability of support services, uniqueness of the service, materials, equipment or supplies, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids and this Ordinance shall set forth the evaluation criteria to be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids solicitation.

- (7) *Award.* Upon submittal and approval from the using department's appropriate committee and county board, the contract shall be awarded by a purchasing department notice to the lowest Responsive and Responsible bidder. ~~whose bid meets the requirements and criteria set forth in the invitation for bids.~~ All contractually required documentation will be required prior to any notice to proceed.

(c) *Request for proposals (RFP).*

- (1) *Conditions for use.* In cases where the county seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal (RFP) procedure. Reasons for using the request for proposal procedure shall be approved by the director of purchasing prior to the commencement of this procedure. Professional service contracts that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be subject to a request for proposal according to the selection process set forth in this division.
- (2) *Request for proposals (RFP).* A request for proposals shall be issued and include all specifications or scope of services or scope of work, terms and conditions applicable to the procurement and any requirements of a Responsible Bidder for Public Works Projects, if applicable, and also a statement that said requirements may also be satisfied if the Responsible Bidder and Subcontractors are active members of the Northwestern Illinois Building and Construction Trades Council or the Associated Builders and Contractors.
- (3) *Public notice.* Reasonable time for the required public notice of the Request for Proposals shall be given of not less than ten (10) calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of the proposals. For offers requiring a mandatory pre-proposal conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website.
- (4) *Receipt of proposals.* Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded.
- (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
- (6) *Discussions with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted only with the responsible offerors, whose submitted proposals are determined to be the most susceptible of being selected for award, for the purpose of clarification to assure full understanding and responsiveness to the

solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. Such revision may be permitted, after submissions and prior to award for the purpose of obtaining best and final offers.

(7) Discussions with vendors on un-priced offers. The director of purchasing may hold discussions with any bidder or offeror who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offers. During discussions, the director of purchasing shall not disclose any information derived from one un-priced technical offer to any other bidder or offeror. After discussions, the director of purchasing shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders or offerors submitting acceptable or potentially acceptable technical offers of the closing date.

(8) Guarantees and warranties. Terms and conditions of bidders', offerors' and manufacturers' guarantees and warranties will be considered in the evaluation of bids, proposals or quotes.

(9) *Award.* After submission and approval by the using department's appropriate committee and the county board, award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the county based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

(d) ~~)~~ — *Professional services selection process.*

There will be circumstances where it will be necessary or advisable for the county to engage the services of independent professionals because of the county's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the county to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with county staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity such as construction.

(1) *Requirements for engagement of independent professionals.* The need or requirement of the county for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:

- The project requires an independent professional as a condition of federal, state or local law or regulation, or as a condition of a federal, state or other grant or intergovernmental agreement;
- The project requires specialized expertise or multiple areas of expertise not available from existing staff;
- County staff is not available for the project due to present or anticipated workload or other time constraints;

- The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise; or
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

(2) *Procedures for selection of independent professionals not subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Contracts for professional services that are less than ~~\$5,000.00~~ \$10,000.00 may be awarded by department heads pursuant to rules promulgated by the director of purchasing. Contracts for professional services that are at least ~~\$5,000.00~~ \$10,000.00 and less than \$50,000.00 may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be awarded after a competitive selection process that includes a request for proposals to provide the services, except in cases of actual emergency as set forth in this division.

(3) *Procedures for selection of independent professionals subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq. (the "Act"), and by state, federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations.

(e) Sole source procurement.

A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable or feasible to competitive bids or proposals. Prior to the director of purchasing and responsible department head conducting negotiations, as appropriate, as to price, delivery and terms, the contract shall be referred to the appropriate committee for approval of sole source procurement. Whenever the reason is determined it is not feasible, the reason shall be documented in the contract file. When a proposed sole source procurement exceeds the purchasing bid threshold, the County Administrator or the Chief Financial Officer must be consulted and they must also sign off on the written justification documentation for the contract file. County board award procedures, as detailed, must still be followed.

Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- There is only one source for the required goods and supplies, equipment, service, or construction;
- A sole supplier's item is needed for trial use or testing;
- Products are bought for over-the-counter resale;
- Purchases of used equipment;
- Procurement of public utility services;

- Professional expert is requested;
- Systems or product maintenance due to licenses, warranty, compatibility or replacement parts; and
- Service or product availability is within limited geographic boundaries.

(f) ~~Emergency procurements.~~

Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate department head, or elected official forwarded to the director of purchasing, and included in the contract file. A confirming resolution, along with the written determination, shall be submitted to the county board for all emergency procurements of ~~\$25,000~~ \$30,000.00 or more for goods, equipment and services; and for any professional services agreements; and \$35,000.00 or more for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids. The director of purchasing shall negotiate with the supplier, to the extent practical, a contract in the best interest that must be reasonable considering the circumstances.

(g) *Cooperative joint purchasing.* Subject to applicable state statutes, the county may either participate in, sponsor, conduct, or administer a cooperative joint -purchasing agreement for the procurement of goods, services, or construction with one or more public agencies. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts, federal contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required. These cooperative purchases~~d~~ may be done without the formality of bidding set forth in this division. County board award procedures as detailed must still be followed.

- (1) *Cooperative use of goods and supplies and services.* To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the county may enter into an agreement independent of the other requirements of this division with any other public procurement unit for the cooperative use of goods and supplies and services under the terms agreed upon between the parties. Competition requirements shall be met with documented procurement actions using strategic sourcing, shared services, and other similar arrangements.
 - (2) *Joint use of facilities.* The county may enter into agreements for the common use or lease of warehouse space, maintenance facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.
 - (3) The county's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of

lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(h) *Solicitation amendments/addendums.*

- (1) *Conditions for use.* If necessary, an amendment/addendum to a solicitation shall be issued to:
 - Make changes in the solicitation
 - Correct defects or ambiguities
 - To furnish other bidders information provided one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.
- (2) *Distribution.* Addendums Amendments to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.
- (3) *Receipt acknowledgement.* Addendums Amendments shall require the bidder to acknowledge receipt of the ~~any mandatory addendums amendment~~ by in their bid response on or before the scheduled date and time of the opening or due date.
- (4) *Timeframe for vendor evaluation.* Addendums Amendments shall be issued in a reasonable period, and if a major change to the specification or requirements will be considered mandatory addendums, not less than five (5) calendar days before the due date to allow prospective bidders sufficient time to consider the ~~mandatory addendums amendment~~ in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. Due date extensions are not required on non-mandatory type of addendums.

(i) ~~Pre-bid and pre-proposal conferences.~~

The county may conduct a pre-bid or pre-proposal conference within a reasonable time, but not less than five (5) days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the county unless a written amendment is issued.

(j) *Pre-opening modification or withdrawal of bids/offers.*

- (1) *Invitation for bid—Modification or withdrawal.* A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their bid. A bid may not be withdrawn if the bid opening has begun. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate file.
- (2) *Request for proposal—Withdrawal.* A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.

(k) ~~Late bids/offers, late withdrawals and late modifications.~~

A bid, offer, withdrawal, or modification is considered late by the county if it is received after the date and time set for the submission of such bids/offers. A late bid, late offer, late withdrawal, or

late modification shall be rejected unless it would have been received on time but for the action or inaction of county personnel. Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable. Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate file.

(l) — *Unidentified bids/offers.*

An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid or offer applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the file until the scheduled bid date.

(m) — *Mistakes in bids/offers.*

(1) *Mistake discovered prior to bid/offer opening.* A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer.

(2) *Mistake discovered after bid/offer opening.* After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;

- In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the county.
- The director of purchasing may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interest of the county.
- Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended. The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the correction.
- In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
- The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the bid withdrawal.

(3) *Mistake discovered after award.* Mistakes shall not be corrected after award of a contract except in cases where the director of purchasing makes a written determination that it would be unconscionable in not allowing correction of the error and upon approval from the appropriate committee and county board.

(4) *Written determination.* If a correction or withdrawal of a bid/offer after bid/offer opening is permitted or denied under this section, the director of purchasing shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal. This section shall not preclude any offer modifications requested or allowed as part of a request for proposals process.

(n) — *Only one bid/offer is received.*

If only one responsive bid/offer is received to a solicitation, bid or quote, an award may be made to the single bidder/offeror if the director of purchasing determines that the price submitted is fair

and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the director of purchasing may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation process.

(o) *—Tie bids.*

Tie bids are the lowest cost bids from responsive and responsible bidders that are identical in price. Award of tie bids will be determined as follows:

If the bids are equal in all respects, the award shall be made by a coin toss by the director of purchasing with one or more witnesses upon three days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

(p) *—Confidential information.*

If a person believes a bid, proposal, offer, specification or protest submitted to the county contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the [FOIA, Illinois Freedom of Information Act \(the "Act"\)](#). The county does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The county expressly disclaims all liability for such disclosure.

(q) *—Cancellation of a solicitation.*

A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the county. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the county shall contain language stating the county's right to cancel the solicitation and to reject submitted bids or proposals.

- (1) *Cancellation of a solicitation before the due date and time.* The director of purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the county. If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.
- (2) *Cancellation of a solicitation after receipt of bids or proposals.* The director of purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the county. A notice of cancellation shall be sent to all bidders or offeror's submitting bids or proposals.

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the director of purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the county's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

(r) ~~—~~ *Rejection of individual bids or proposals.*

A bid or proposal may be rejected if:

- The bidder is determined to be non-responsible.
- The bid is non-responsive.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interests of the county.

Bidders or offeror's will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file. The determination for rejection will be retained in the procurement file and shall be available for public inspection.

(s) ~~—~~ *Responsibility of bidders and offerors.*

(1) *Determination of vendor responsibility.* Before awarding a contract to a bidder or offeror, the director of purchasing will determine whether that bidder or offeror is responsible. The signature of the appropriate official authorized to execute the contract award signifies the bidder or offeror is responsible.

(2) *Factors in determining responsibility.* Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel.
- The bidder's or offeror's record in terms of past performance ~~and integrity~~, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the county; or suspension or debarment by another governmental entity.
- Whether the bidder or offeror is legally qualified to do business with the county.
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility.
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation.
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility.
- The qualities of the products supplied, their conformity with the specifications, and their suitability to the requirements of the county.
- Availability of support services.
- Compatibility to existing equipment.
- Delivery terms.

(3) *Determination of a non-responsible bidder/offeror.* A determination of a non-responsible bidder or offeror shall be in writing by the director of purchasing outlining the basis of the determination and a copy shall be included in the procurement file.

(4) *Notification to non-responsible bidder/offeror.* A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.

- (5) *Dissemination of bidder/offeror information.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing department without the prior written consent by the bidder or offeror except in accordance with section on public access to procurement information.
- (6) *Bidder/offeror rights.* A finding of non-responsibility shall not be construed as a violation of the rights of any person.

(t) ~~_____~~ *Authorization for the use of electronic transmissions.*

The use of electronic media for all procurement procedures, including acceptance of electronic signatures, is authorized consistent with Illinois law for use of such media. The director of purchasing shall determine which solicitations and/or contracts are suitable for electronic transmissions, giving consideration to appropriate security to prevent unauthorized access to the bidding, approval and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

(u) ~~_____~~ *Bid security, contract performance and payment bonds.*

- (1) *Requirement for bid security.* Bid security may be required for contracts when provided by statute or when the director of purchasing determines it is in the county's best interests. Acceptable forms of security which may be submitted are: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the County of Winnebago (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the county.
- (2) *Amount of bid.* Bid security shall be in an amount not to exceed ten percent of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.
- (3) *Contract performance and payment bonds.* When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the county and shall become binding on the parties upon the execution of the contract. Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.

(v) ~~_____~~ *Multi-year contracts.*

Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the county, ~~not to exceed years,~~ with optional renewals up to five (5) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years, unless approved by the county board, in specific circumstances and pursuant to Section 2-363(c). -Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof, and copies of all contracts shall be submitted with annual budget requests.

The county shall cancel a contract due to unavailability of funds when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

(w) ~~_____~~ *Extension of bid/offer acceptance time.*

After opening of bids or offers, the director of purchasing may request, in writing, an extension of time during which the county may accept the bids or offers only from bidders or offerors meeting the stipulated submission date and time requirements of the solicitation. Subsequent to receipt of the county's extension request the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the director of purchasing. No other modifications shall be allowed.

(x) ~~_____~~ *Communication during the procurement process.*

In an effort to create a more competitive and unbiased procurement process, the county shall establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with county personnel concerning this solicitation or the evaluation process must only be through the purchasing department staff. Inquiries will be collected by purchasing department staff who will then submit the inquiries to the department head responsible for the procurement. Responses by the department head to the inquiries will be submitted to the purchasing department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other county employees, agents of the county or elected officials is permitted unless expressly authorized by the director of purchasing. A violation of this provision is cause for the county to reject the bidder's proposal. If it is later discovered that a violation has occurred, the county may reject any proposal or terminate any contract awarded pursuant to this solicitation.

(y) ~~_____~~ *Revenue generating contracts.*

Revenue generating contracts are agreements under which the county receives a commission from a vendor or other public entity for goods or services sold, such as a joint-purchasing agreement or vending contract. Departments should ensure that an agreement has been fully executed between the county and the vendor or public entity. The director of purchasing and/or state's attorney's office is required to be notified of any revenue generating agreements that are executed by department heads and/or elected officials.

(z) ~~_____~~ *Insurance requirements.*

For all contracts, the contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the contract. The director of purchasing shall determine the types and amounts of coverage that shall be required, as recommended by the county's insurance broker/risk consultants. The contractor shall have the county named as an additional insured and furnish the director of purchasing with satisfactory evidence of said insurance. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the county, which generally requires that the company be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.

(aa) ~~_____~~ *Hold harmless clause.*

The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, Illinois its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract upon award.

(bb) —*Fiscal responsibility.*

The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and Pprior to the issuance of any purchase order, contract, change order or contract modification the department head or elected official shall verify that sufficient budgeted funds are available.

(cc) —*County records retention.*

All determinations and other written records, emails and notes pertaining to the solicitation, award and performance of a contract shall be maintained for the county in the procurement records in the purchasing department. All procurement and contract records shall be retained and disposed of by the county in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

(dd) —*Contractor record retention.*

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate records appropriate to the type of contract, to retain such records for a minimum of three years from final payment unless otherwise specified in the solicitation, and to make such records available for inspection by the county upon reasonable terms consistent with state law. For contracts subject to the Illinois Prevailing Wage Act, the retention period shall be five years and the contractor shall also be required to submit certified payroll affidavits and to make such all payroll records available for inspection by the Illinois Department of Labor.

(ee) —*Reporting of anticompetitive practices.*

When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, a notice of the relevant facts shall be transmitted to the state's attorney.

(ff) —Technology purchases not suitable for competitive bid.

The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. The purchases over \$35,000.00 may be authorized by the county board. The purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase.

(gg) —Request for information.

The director of purchasing may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a specific county requirement. Sufficient public notice shall be provided in the same manner as stipulated in Sec. 2-357.

(hh) —Grant programs.

Under certain grant programs the county acts as a third-party administrator of local, state and federal funds and does not procure goods and services for the county. The processing of a grant requisition is done to facilitate the method of payment and does not require any of the normal procurement procedures or approvals under this ordinance.

(ii) —Circumstance not suitable for bid.

The following types of procurements are determined by the county board to be not suitable for competitive bidding, some as defined in 55 ILCS 5/5-1022(c): purchases of used equipment, purchases at auction, sole supplier's item needed for trial or testing, there is only one source for the required supply, services or construction item, purchases of regulated utility services or other services for which a tariff or set rates are published; purchases for which there has been a record of no competition, as evidenced by single bids, for four (4) consecutive years. Contracts awarded under this section shall not contain an automatic renewal clause.

(jj) ——— *Noncompetitive procurement.*

There are specific circumstances in which noncompetitive and/or sole source procurement can be used. The director of purchasing and/or the responsible department head can conduct negotiations, as appropriate, as to price, delivery, and terms. Further, any contract that is initially determined to be noncompetitive procurement pursuant to this subsection, shall be referred to the appropriate committee for consideration and recommendation. Examples of Noncompetitive procurement not suitable for bidding are as follows:

- (1) The acquisition of property, supplies, construction or services, the aggregate dollar amount of which does not exceed the small purchase threshold;
- (2) The item is available only from a single, sole source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The federal awarding agency or pass-through entity expressly authorizes a non-competitive procurement in response to a written request from the non-federal entity;
- (5) A sole supplier's item is needed for trial use, sample or testing;
- (6) Products are for over-the-counter resale;
- (7) For the purchases of used equipment;
- (8) For the purchases done by auctions;
- (9) After a good faith effort of researching of a number of sources, competition is determined inadequate;
- (10) Specifics of a state or federal grant requirements; or
- (11) Revenue generating type of agreement.

(kk) ——— *Geographical preferences prohibited.*

A non-federal entity (county) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Sec. 2-358. - Specification

- (a) *Responsibility for specifications.*

- (1) The director of purchasing or delegated using department shall prepare, revise, ~~maintain~~ and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the county except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.
 - (2) Highway department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.
 - (3) Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions for inclusion by the director of purchasing.
 - (4) The director of purchasing shall retain authority to approve or disapprove all specifications.
- (b) *Relationship with using departments.* The director of purchasing shall obtain expert advice and assistance from personnel of using departments in the development of specifications and may delegate to a using department the authority to submit its own specifications. The director of purchasing shall retain authority to approve or disapprove all specifications.
- (c) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the county by architects, engineers, designers, and draftsmen.

Sec. 2-359. - Appeals and remedies.

- (a) *Bid protests.*
- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
 - (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
 - (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (c) *Authority to settle bid protests and contract claims.*
- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.

- (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.
 - (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten (10) business days. The decision of the county board chairman is final.
- (e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.
- (f) *Procedure for non-compliance for purchases.*
- (1) *Procedure for non-compliance for purchases under ~~\$25,000.00~~-\$30,000.00.* The county auditor shall not approve any payment for goods, supplies, services, or construction (except for professional services) unless such procurement was in compliance with the terms of this division. If the county auditor is requested to process any payment that is not in compliance with this division, the Auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate committee. If the purchase amount is ~~\$25,000.00~~ \$30,000.00 or less (\$35,000.00 or less for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) and, if the procurement is not in violation of federal or state law, then the department head or elected official making the request of the auditor for payment, shall present the matter by resolution to the appropriate committee and the county board for its consideration. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids.
 - (2) *Procedure for non-compliance for purchases of professional services.* If the county auditor is requested to approve any payment for professional services in excess of \$50,000.00, that is not in compliance with this division, the auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the chair of the appropriate committee. If the state's attorney opines that the services sought constitute professional services under state law, and, if the procurement is not otherwise in violation of federal or state law, then the department head or elected official making the request of the auditor for approval, shall present the matter by resolution to the appropriate committee and county board for its consideration.
 - (3) *Procedures for non-compliance prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.

- (4) *Procedures for non-compliance prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing, after consultation with the state's attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.
- (5) *Procedures for non-compliance after award.* If, after an award, the director of purchasing, after consultation with the state's attorney, determines that solicitation or award of a contract was in violation of this division, then:
 - a. If the person awarded the contract has not acted fraudulently or in bad faith:
 - 1. The contract may be ratified and affirmed by the county board, provided it is determined that doing so is in the best interests of the county and provided that no violation of federal or state law has occurred in the procurement process; or
 - 2. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification.
 - b. If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the county.
- (g) *Remedies for solicitations or awards in violation of law.*
 - (1) *Prior to bid opening or closing date for receipt of proposal.* If, prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.
 - (2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this division.
 - (3) *After award.* If, after an award, the director of purchasing determines that a solicitation or award of a contract was in violation of applicable law, then:
 - a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
 - b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

Sec. 2-360. - Debarment.

- (a) *Prohibition to award contracts to parties debarred or suspended.* No contract may be awarded to parties listed on the federal government's Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the agency's office of inspector general, or on the county's own list of parties suspended or debarred from doing business with the county.
- (b) *Authority to debar.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the director of purchasing, after consultation with the state's attorney, is authorized to debar a person for cause from consideration for award of contracts. The

debarment shall be for a period of not more than three (3) years. The causes for debarment include:

- (1) Criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (2) Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which seriously and directly affect responsibility as a county contractor;
 - (3) Conviction under state or federal antitrust laws arising out of the submission or bids or proposals;
 - (4) Violation of contract provisions or a character which is regarded by the director of purchasing to be so serious as to justify debarment, including, but not limited to:
 - (a) Deliberate failure to perform the specifications or within the time limit provided in the contract; or
 - (b) A record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
 - (5) Any other cause which the director of purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by any other governmental entity for any cause listed in this division; and
 - (6) For violation of the ethical standards set forth in this division.
- (c) *Decision to debar.* The director of purchasing shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved. A copy of said decision shall be provided to the county board chairman.
- (1) A copy of the decision required by this section shall be mailed or otherwise delivered by the director of purchasing to the debarred person within five (5) business days after such decision is made.
 - (2) A decision to debar shall be final. The debarred person shall have ten business days after receipt of the decision to submit a written appeal to the county board chairman for consideration by the appropriate committee. The debarred person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The appropriate committee shall issue its decision promptly, but in no event later than thirty (30) calendar days after conclusion of the hearing. The decision of the appropriate committee shall be final.

Sec. 2-361. - Contract management policy.

- (a) *Contract policy.* This section defines the parameters by which a county contract is created and defines the required administrative review process for managing county contracts. The purchasing department shall be responsible for ensuring that all contracts comply with applicable federal and state laws and internal procedures. All contracts entered into by the county, including original contracts, amendments, and extensions, may be signed only by the designated authority set forth in this division, are subject to appropriate legal review, and must be stored and retained according

to document retention policies unless specifically excluded by this or another policy adopted by the county board.

(b) *Definitions.*

- (1) *Contract compliance.* The process of reviewing and managing contracts and agreements that bind the county. Policies that determine how contracts will be processed fall under the responsibility of the county board and shall be enforced by county administration and administered through the purchasing department.
- (2) *Contract administration.* The ongoing process of ensuring that the terms and conditions of contracts are being implemented as agreed to by the parties. Contract administration is the responsibility of the purchasing department and the requesting department head or elected official. The department head or elected official is the individual responsible for promoting the contract, including ensuring that appropriate approval is obtained and, where required, the appropriate committee and county board approval.

(c) *Procedures.*

- (1) All proposed contracts must be submitted to the purchasing department for review and processing. The director of purchasing, upon completion of his/her review, may if deemed necessary, submit the contract to the state's attorney or his/her designee, to ensure that the contract meets all legal requirements.
- (2) If submitted to the state's attorney or his/her designee, for review, after an opinion has been rendered on the proposed contract, the director of purchasing will edit the language of the contract as suggested by the state's attorney or his/her designee and forward the revised draft contract to the department head or elected official to obtain approval as required by this division. If no legal opinion is requested, the director of purchasing will, upon completion of his/her review, forward the draft contract to the department head or elected official to obtain approval before proceeding, when required, to the appropriate committee and county board for approval.
- (3) After approval of the proposed contract is obtained, the director of purchasing will send the contract to the vendor for signature with instructions to return it to the purchasing department. Upon receipt of the signed contract, the director of purchasing shall be responsible to have the contract executed on behalf of the county and will advise the requesting department head or elected official when the contract has been duly executed and is in force.
- (4) The purchasing department will index and image the contract, ensuring access to it by the requester and other county officials. The original contract will be filed with the county clerk's office. A system will be put in place that will generate a notice to the originating department head or elected official months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.

(d) *Types of contracts.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county may be used, provided that the use of a cost ~~plus a percentage of~~ cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the county than any other type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.

(e) *Multiple source contracting.* A multiple source award is an award of an indefinite quantity for one or more similar goods or services to more than one bidder. A multiple source award may be made

when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with this division, as applicable. Multiple source awards shall not be made when a single award will meet the county's needs without sacrifice of economy or service. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the county without sacrificing economy and service.

If a multiple source award is anticipated prior to issuing a solicitation, the county shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation. The director of purchasing shall make a determination setting forth the reasons for a multiple source award.

- (f) *Excluded contracts.* Unless mandated by the county board no employment or [U.S. Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) contracts will be held in the purchasing department nor will they be approved or negotiated by the director of purchasing.

Sec. 2-362. - Contract execution.

- (a) *Requisitions.* Prior to submission to the purchasing department, all requisitions shall be approved by the department head or elected official making the request or by an individual authorized by the department head or elected official.
- (b) *Fiscal responsibility.* [The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and p](#)Prior to the issuance of any purchase order, contract, change order or contract modification, the department head or elected official shall verify that sufficient budgeted funds are available.
- (c) *Authorization to issue bids or other solicitations.* The director of purchasing may issue bids or other solicitations for any goods and supplies, equipment, services, or construction for which funds have been specifically budgeted. Approval of the using departments appropriate committee making the request is required prior to any solicitation for any goods and supplies, equipment, services, or construction not specifically authorized in the budget, except those covered in this division.
- (d) *Review of contracts.* At the discretion of the director of purchasing, the state's attorney may review, prior to award, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the state's attorney.
- (e) *Approval of contracts.*
 - (1) [Contracts of ~~\\$25,000.00~~ \\$30,000.00 \(\\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services\) \(\\$50,000.00 for professional services\) or more.](#) The committee in charge of the using agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds [\\$25,000.00-\\$30,000.00 \(\\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services\)](#) (\$50,000.00 for professional services), by resolution, to the county board for its consideration at its next meeting. After award by the county board, contracts shall be signed by the county board chairman [or designee. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.](#)
 - (2) [Contracts of less than ~~\\$25,000.00~~-\\$30,000.00 \(\\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and](#)

telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services). The county board chairman and county administrator Department heads or elected officials (excluding county board members) may ~~shall~~ sign all contracts where the total cost of the contract is between ~~\$5,000.00~~ \$10,000.00 and ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services). Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.

- (3) *Contracts involving a material alteration.* All contracts, regardless of cost, that will result in a material alteration ~~this division~~ shall be submitted to the appropriate committee, by resolution, to the county board for its consideration at its next meeting. After award by the county board, all such contracts shall be signed by the county board chairman.

Sec. 2-363. - Contract changes.

(a) *Change orders and contract modifications.*

- (1) All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by resolution ~~or~~ of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services) or more exceeds ~~twenty~~ ten percent of the original contract amount, approval of the using agency and the appropriate committee and the county board is required. It is the approval responsibility of the requesting department to obtain a resolution from the county board authorizing such price adjustment before such price adjustment shall be effective. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), or more, or the time of completion by a total of ~~thirty~~ 30 calendar days or more, the department head or elected official shall make a determination in writing that:
 - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
 - b. The change is germane to the original contract as signed, or
 - c. The change order is in the best interests of the county and authorized by law.
 - d. The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be available to the public for inspection.
- (3) When any change order or series of change orders for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

- (4) The foregoing paragraph does not apply to highway department contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the change orders, in the aggregate, do not exceed the total dollar amount previously approved by resolution of the county board; however where a change order will result in the aggregate of all change orders exceeding the total dollar amount as previously approved by the county board, such change order shall be subject to the procedures contained in paragraph [1]—[3] above.
 - (5) The director of purchasing or designee retains the right to get county board approval to sign all change orders and to consent to contract assignments. All such change orders shall be approved in writing by the head of the requesting department before execution of the change order by the director of purchasing. No change order may exceed the threshold set for sealed bids and cannot exceed a county board approved resolution. Additionally, the county engineer is authorized to sign change orders for projects relating to planning, design, construction and maintenance of highways, bridges, and culverts.
- (b) *Contract term and renewal.* Unless otherwise provided by law, a contract for goods or services may be entered into for any specified period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, including the time periods by which the contract is extended due to renewal, shall not exceed two (2) years, but may include an option to renew up to five years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by board resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
- The following governs contract renewals:
- (1) All contracts that contain an optional renewal clause shall be presented for approval with the total dollar value for the initial period of award.
 - (2) All requests for contract renewals shall originate from the using department in the form of a request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
 - (3) The request shall be submitted at least ninety (90) days prior to the expiration date of the current period.
 - (4) The purchasing department or using department will obtain contractor approval and submit the necessary correspondence for approval.
 - (5) All renewals shall be for the time period specified in the original contract document.
 - (6) All contracts containing renewal clauses shall not be presented to the appropriate committee and county board that exceed a total term of five (5) years unless approved in advance by the director of purchasing.
- (c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the vendor shall be informed in writing of the cancellation.

Sec. 2-364. - Surplus and obsolete supplies.

(a) *Disposal of surplus and obsolete supplies.*

- (1) All county departments shall submit to the director of purchasing and in such form as he/she shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The director of purchasing shall have the authority to transfer any such commodities which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.
- (2) The director of purchasing shall have the authority to sell all such supplies, materials and equipment which cannot be used by any department or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
- (3) The director of purchasing shall provide the county auditor a listing of all surplus supplies, materials and equipment transferred, sold or otherwise disposed of in accordance with this section.
- (4) The director of purchasing shall allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the finance director.

DRAFT

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

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.

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

ATTEST:

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

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: October 18, 2023
Resolution Title: Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners
County Code: Not applicable
Board Meeting Date: October 26, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$399,019.00
If not, explain funding source: Department of Justice, Bureau of Justice Assistance	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The County of Winnebago, Illinois desires to continue its role as Fiscal Agency for the United States Department of Justice, Northern District of Illinois Project Safe Neighborhoods (PSN) initiative pursuant to the terms of the Agreement and retaining ten percent (10%) of the total award which will be applied to grants administration and indirect costs. Sub-award Agreements are pre-selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice.

Recommendation: The following agreement/sub-agreements are recommended, pending final DOJ approval:

- | | |
|--|-----------|
| 1) Agreement with the U.S Department of Justice | \$399,019 |
| 2) Sub-award Agreement with Winnebago County State's Attorney's Office | \$109,799 |
| 3) Sub-award Agreement with Illinois Department of Corrections | \$109,880 |
| 4) Sub-award Agreement with City of Chicago, Chicago Police Department | \$109,880 |
| 5) Sub-award Agreement with City of Rockford, Rockford Police Department | \$ 25,000 |

Contract/Agreement: See attached.

Legal Review: The State's Attorney's Office has reviewed the award and will review each sub-agreement prior to execution.

Follow-Up: Not Applicable

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

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

2023 CR

**RESOLUTION ACCEPTING FY2024 AWARD AND AUTHORIZING AGREEMENTS BETWEEN THE
COUNTY OF WINNEBAGO, ILLINOIS, THE U.S. DEPARTMENT OF JUSTICE, AND PROJECT SAFE
NEIGHBORHOODS (PSN) PARTNERS**

WHEREAS, the County of Winnebago's Chairman's Office of Criminal Justice Initiatives has partnered with the U.S. Department of Justice to act as Fiscal Agency to implement Project Safe Neighborhoods; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the DOJ Award Letter, Resolution Exhibit A, and recommends accepting award and awarding sub agreements; and

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

XXXXX-various-XXXXX

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in the dollar amount of three hundred ninety-nine thousand and nineteen dollars (\$399,019.00), and sub-agreements with the WINNEBAGO COUNTY STATES ATTORNEY'S OFFICE in the amount of one hundred nine thousand seven hundred ninety-nine dollars (\$109,799.00), the ILLINOIS DEPARTMENT OF CORRECTIONS in the amount of one hundred nine thousand eight hundred eighty dollars (\$109,880.00), the CITY OF CHICAGO, CHICAGO POLICE DEPARTMENT in the amount of one hundred nine thousand eight hundred eighty dollars (\$109,880.00), and the CITY OF ROCKFORD, ROCKFORD POLICE DEPARTMENT in the amount of twenty-five thousand dollars (\$25,000.00).

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned sub-agreements, and the award in substantially the same form as the Agreement attached hereto as Exhibit A.

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

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

ATTESTED BY:

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



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Public Safety & Judiciary Committee
Committee Date:	10/18/23
Resolution Title:	Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners
Board Meeting Date:	10/26/23

All new grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

Funding Information:

Grant Period of Performance: 10/01/23 – 09/30/26	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
- If yes, please explain:	
How many sub-awards are included in this award? Four (4)	
- Do subawards/contracts contain Indirect Costs?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	

EXHIBIT A



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF WINNEBAGO 404 ELM ST
City, State and Zip:	ROCKFORD, IL 61101
Recipient UEI:	SBEVXUKXK GK3
Project Title: Project Safe Neighborhoods, Northern District of IL	Award Number: 15PBJA-23-GG-02454-GUNP
Solicitation Title: BJA FY 23 Project Safe Neighborhoods Formula Grant Program	
Federal Award Amount: \$399,019.00	Federal Award Date: 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.609 - Project Safe Neighborhoods	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/26
Project Description: <p>The proposed project period is October 1, 2023 through September 31, 2026 and seeks to focus on reducing crime in Chicago and Rockford, Illinois. In Rockford, the focus is City-wide, in Chicago the effort is focused on the seven most violent police districts in the city: 4th (South Shore); 7th (Englewood); 9th (Back of the Yards); 10th (Lawndale); 11th (Garfield Park); 15th (Austin); and the 6th District (Auburn/Gresham).</p> <p>The overarching goal is to reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens. The Northern District of Illinois (NDIL) Project Safe Neighborhoods (PSN) Task Force has a collaborative, comprehensive strategy to address all four PSN Design Features which includes activity related to gun trafficking, gun and gang violence, prosecution, felon recidivism, and youth violence intervention and prevention in Chicago and Rockford through previous years PSN funding. Additionally, the NDIL has a research partner as a member of the PSN Task Force not funded under PSN. In FY 23, the PSN strategy will fund a range of initiatives to support focused and strategic enforcement as well as prevention and intervention services in both Chicago and Rockford.</p> <p>In alignment with the NDIL's PSN Strategic Plan, primary activities of PSN 2023 include 1) enforcement and prevention through Parolee Forums and parole compliance checks for high-risk offenders in Chicago and Rockford PSN Districts, 2) enforcement through increased prosecution, 3) equipment to mitigate risks for victims, offenders, and officers during enforcement and prevention efforts in Chicago, and 4) equipment to assist the PSN goal of preventing, disrupting, and prosecuting violent crime in Rockford.</p> <p>After ten percent to the County of Winnebago for fiscal agency functions, and the required travel allotment, NDIL PSN Task Force members identified and voted the following priorities to be allocated using the balance of</p>	

PSN 2023 funds:

30% to the **IL Department of Corrections** to address high risk, and gang involved parolees in Chicago's seven PSN districts and in Rockford's citywide PSN district;

30% to the **Winnebago County States Attorney's Office** to enhance prosecutions in Winnebago County related to the Rockford PSN district;

30% to the **Chicago Police Department** to purchase standardized equipment to mitigate risk of injury to all parties during apprehension efforts in Chicago PSN districts; and

10% to the **Rockford Police Department** for equipment to support efforts to apprehend the most violent gun offenders in the Rockford PSN district.

Award Letter

September 25, 2023

Dear Marlana Dokken,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2023 BJA FY 23 Project Safe Neighborhoods Formula Grant Program. The approved award amount is \$399,019.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The FY23 Project Safe Neighborhoods Initiative, represents a strategic approach that brings more “science” into criminal justice operations by leveraging innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs while addressing crime associated with gun crime and gang violence. Awards under this program will implement the five core elements of PSN— partnerships, strategic planning and research integration, training and technical assistance outreach, and accountability, data analysis, and data-informed efforts —to address specific gun crime and gang violence problems in that district.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Title 28 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

Orbin Terry, NEPA Coordinator

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF WINNEBAGO

UEI

SBEVXUKXKGGK3

Street 1

404 ELM ST

Street 2

City

ROCKFORD

State/U.S. Territory

Illinois

Zip/Postal Code

61101

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-02454-GUNP

Supplement Number

00

Federal Award Amount

\$399,019.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.609	Project Safe Neighborhoods

Statutory Authority

34 U.S.C. §§60701-60705

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

Program Office

BJA

Application Number

GRANT13814028

Grant Manager Name

Lauren Troy

Phone Number

[202-598-9472](tel:202-598-9472)

E-mail Address

Lauren.Troy@usdoj.gov

Project Title

Project Safe Neighborhoods, Northern District of IL

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2026

Project Description

The proposed project period is October 1, 2023 through September 31, 2026 and seeks to focus on reducing crime in Chicago and Rockford, Illinois. In Rockford, the focus is City-wide, in Chicago the effort is focused on the seven most violent police districts in the city: 4th (South Shore); 7th (Englewood); 9th (Back of the Yards); 10th (Lawndale); 11th (Garfield Park); 15th (Austin); and the 6th District (Auburn/Gresham).

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After ten percent to the County of Winnebago for fiscal agency functions, and the required travel allotment, NDIL PSN Task Force members identified and voted the following priorities to be allocated using the balance of PSN 2023 funds:

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30% to the **Winnebago County States Attorney's Office** to enhance prosecutions in Winnebago County related to the Rockford PSN district;

30% to the **Chicago Police Department** to purchase standardized equipment to mitigate risk of injury to all parties during apprehension efforts in Chicago PSN districts; and

10% to the **Rockford Police Department** for equipment to support efforts to apprehend the most violent gun offenders in the Rockford PSN district.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

sample text

Year 1	Year 2	Total
Personnel		
\$8,016	\$8,256	\$16,272
Fringe Benefits		
\$3,839	\$3,861	\$7,700
Travel		
\$4,478	\$0	\$4,478
Equipment		
\$0	\$0	\$0
Supplies		
\$2,804	\$0	\$2,804
Construction		
\$0	\$0	\$0

SubAwards

\$354,639 \$0 \$354,639

Procurement Contracts

\$0 \$0 \$0

Other Costs

\$0 \$0 \$0

Total Direct Costs

\$373,776 \$12,117 \$385,893

Indirect Costs

\$11,914 \$1,212 \$13,126

Total Project Costs

\$385,690 \$13,329 \$399,019

Federal

\$385,690 \$13,329 \$399,019

Non-Federal

\$0 \$0 \$0

Budget Totals

	Total	Percentage
Total Project Cost	\$399,019	
Federal Funds	\$399,019	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~
Program Income	\$ 0	

0

0.00~symbolPlaceholder~

Empty Space

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the

recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov>)

/www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

35

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

36

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of

Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

41

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

42

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

43

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

45

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

46

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

47

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

48

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

49

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.

50

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

51

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

52

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

53

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

54

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be

used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

55

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Assistant Attorney General	Amy Solomon	9/19/23 2:58 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Name of Authorized Entity Official

Patrick Thompson

Signed Date And Time

9/28/2023 2:30 PM



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: October 18, 2023
Resolution Title: Resolution Awarding Service Agreements Using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies
County Code: Not Applicable
Board Meeting Date: October 26, 2023

Budget Information:

Was item budgeted? Yes	Amount: \$ 299,349
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a, multiple	Budget Impact: n/a

Background Information: The County proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC) and the Winnebago County Jail. TOMMY MEEKS will offer mentoring and job counseling to individuals involved in the justice system in Winnebago County through 13-week groups; ROSECRANCE will offer court-ordered assessments in the jail; and REMEDIES will provide licensed substance use disorder treatment and partner abuse intervention programming services in the RIC.

Recommendation: I recommend the following annual service agreements:

- 1) Agreement with Tommy Meeks for Mentoring services @ RIC \$ 12,000
- 2) Agreement with Rosecrance for assessments and substance abuse groups @ Jail \$ 64,078
- 3) Agreement with Remedies for Substance Abuse and Partner Abuse Intervention @ RIC \$212,349

Contract/Agreement: County will execute TOMMY MEEKS, ROSECRANCE, AND REMEDIES agreements (Resolution Exhibit A) all of which contain a 30-day out clause.

Legal Review: Legal review of agreements was completed.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with execution of agreements.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2023 CR

**RESOLUTION AWARDING SERVICE AGREEMENTS USING PUBLIC SAFETY SALES TAX
ALTERNATIVE FUNDING TO TOMMY MEEKS, ROSECRANCE, AND REMEDIES**

WHEREAS, the County of Winnebago, Illinois recognizes the need for continued funding to support alternatives to incarceration and rehabilitation programs; and

WHEREAS, Tommy Meeks, Rosecrance, Inc., and Remedies Renewing Lives have provided such services to individuals involved in our criminal justice system for a number of years; and

WHEREAS, the County desires to have Tommy Meeks, Rosecrance, and Remedies continue to provide services for fiscal year 2024, pursuant to the terms of the Agreements attached hereto as Resolution Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreements attached hereto as Resolution Exhibit A, and recommends executing contracts under the terms set forth in the Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreements, in substantially the same form as contained in Resolution Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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



INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON

This Independent Contractor Agreement (“Agreement”) is made this 1st day of October, 2023, between the **County of Winnebago, Illinois**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks**, whose principal address is 438 Gershwin Lane, Machesney Park, Illinois, 61115, (hereinafter referred to as “**Contractor**”). County and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County, Illinois; and

WHEREAS, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

WHEREAS, the County desires Contractor to provide services described in Section One and reporting of accurate and timely data defined in Exhibit A; and

WHEREAS, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which both Parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

SECTION ONE

DESCRIPTION OF WORK

Utilizing a curriculum as approved by the RIC staff, the services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating four (4), 13-week Wake Up groups for individuals engaged in the justice system in Winnebago County at the request of the Probation Department; and
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.



SECTION TWO

PAYMENT

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor's invoice shall be paid according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). The County will not reimburse for mileage or expenses.

SECTION THREE

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 Contractor and any of Contractor's employees, on the other hand, nor does it create a joint relationship or partnership between the Parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

SECTION FOUR

TAX AND UNEMPLOYMENT INSURANCE LIABILITY

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

SECTION FIVE

INDEMNIFICATION

The Parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying Party associated with its performance under this Agreement, or 2) the indemnifying Party's failure to perform any of its obligations under this Agreement.



SECTION SIX

DURATION

The term of this Agreement shall be from October 1, 2023 to September 30, 2024. Either Party may cancel this Agreement for any reason upon thirty (30) days written notice to the other Party. This Agreement will not be automatically renewed.

SECTION SEVEN

CONSULTATION AND REPORTING

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to hold meetings as needed to review the services provided to the 17th Judicial Circuit Court's Resource Intervention Center Program (RIC).

CONTRACTOR agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibit A. CONTRACTOR agrees to comply with all reporting, data collection, as prescribed by the 17th Judicial Circuit Court and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
October - December	Performance Measures, Fiscal Reports	January 10th
January - March	Performance Measures, Fiscal Reports	April 10th
April - June	Performance Measures, Fiscal Reports	July 10th
July - September	Performance Measures, Fiscal Reports	October 10th

Note: If a due date falls on a weekend, report is due on the preceding Friday

SECTION EIGHT

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.



SECTION NINE

VALIDITY AND INTERPRETATION

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. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

SECTION TEN

NOTICES

All notices regarding this agreement shall be delivered to the other Party at the address set forth above or at such other address as may be designated by a Party in writing.

Signature Page Follows



IN WITNESS WHEREOF, the Parties have executed this contract on the day and year first above written.

**County of Winnebago, Illinois
a unit of local government**

Contractor

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

Tommy Meeks

ATTEST:

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



EXHIBIT A

GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Accept referrals for Wake Up Group to change thinking patterns	# of referrals to group	40
Increased understanding of history and race relations.	# (13-week) groups held	4
Increased engagement	# completing 13-week program	20
Increase job opportunities through employer relationships	# of new partnering companies	4
Increase job opportunities through community partnerships	# of Job Fairs / community events attended	4
Accept Employment-Only Referrals	# Employment-Only Referrals Received	12
Increase New Jobs Obtained Through Employment-Only Referrals	# New Employment-Only Jobs Obtained	10

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
TOTAL PROJECT COSTS	



**AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND ROSECRANCE, INC.
COURT-ORDERED ASSESSMENTS PROGRAM**

This Agreement (“Agreement”) is effective as of October 1, 2023, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation (“Rosecrance”), and the COUNTY OF WINNEBAGO, ILLINOIS (“County”). Rosecrance and County may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed, Court-ordered substance use disorder assessments and in the Winnebago County Jail for men and women who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance use disorder assessments and treatment services to such persons; and

WHEREAS, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and the men and women in need of such services.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Article I. GENERAL TERMS

Section 1.01 Term of Agreement

The Agreement shall commence and be binding on the Parties hereto for the period of October 1, 2023 through September 30, 2024.

Section 1.02 Termination

Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other. In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

Section 1.03 Confidentiality

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act



(HIPAA), concerning the confidentiality of client information.

Section 1.04 Access to Records

Rosecrance agrees to allow the employees of the County access to the records of any client assessed for participation in the Court-ordered Assessments Program upon receipt of an appropriate consent and release of information that complies with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

Section 1.05 Warrant of Authority

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

Section 1.06 Indemnity

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

Section 1.07 Cooperation

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Court-ordered Assessments Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

Article II. SCOPE OF SERVICES

Subject to the agreed upon funding levels set forth in Exhibit B, Rosecrance agrees to provide the following services in this Article II. The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to substance use disorder treatment. The services to be performed by Rosecrance under this Agreement shall include the following in this Article II and that of Exhibit A.



Section 2.01 Assessments

Rosecrance agrees to provide assessments in the Winnebago County Jail for men and women who are referred by the County or the Court to the Court-ordered Assessments Program. Rosecrance will be available to provide up to twenty (20) hours of assessment services per week in the jail for those people referred for an assessment by Court or County staff. If the Rosecrance employee assigned to provide assessments in the Jail is absent from work for more than three business days, Rosecrance will assign another employee to provide assessments in the Jail.

Every person who is referred for an assessment by the Court will receive a clinical assessment to evaluate the individual's treatment and case management needs and to determine their eligibility for further treatment services. Rosecrance will provide written assessment reports to County employees upon request in compliance with Sections 1.03 and 1.04. The written assessment will contain diagnostic impression, the recommended level of substance use disorder treatment, and identification of any medical and psychological concerns.

Section 2.02 Program Oversight

Rosecrance will provide program oversight by a Program Director to oversee services and employees and to provide monthly supervision, weekly case staffing, scheduling and assessment management, and utilization reporting.

Section 2.03 Modification upon Agreement

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

Article III. PAYMENT FOR SERVICES PROVIDED

Section 3.01 Budget Incorporation

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit B. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. Rosecrance will invoice for actual costs not to exceed the annual budgeted amount. All rates set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.



Section 3.02 Compensation for Assessment Services

Corresponding with those services set forth in Section 2.01, County agrees to pay fifty percent (50%) of the salary for a licensed or certified clinical assessor employed by Rosecrance as shown on the budget incorporated as Exhibit B. The County also agrees to pay fringe benefits at the percentage and rate as shown on the budget incorporated as Exhibit B. This amount is intended to pay for non-billable services provided by the assessor.

Section 3.03 Compensation for Program Oversight

Corresponding with those services set forth in Section 2.03, County agrees to pay ten percent (10%) of the salary for the Program Director employed by Rosecrance as shown on the budget incorporated as Exhibit B. The County also agrees to pay fringe benefits at the percentage and rate shown on the budget incorporated as Exhibit B.

Section 3.05 Indirect Costs

County agrees to pay Rosecrance for indirect costs in addition to payment for all services listed above that will compensate Rosecrance for all other direct and indirect expenses associated with the provision of services under this Agreement. County agrees to pay Rosecrance for its indirect costs at Rosecrance's current federally approved indirect cost rate, calculated as a percentage of the actual monthly subtotal for services rendered during the term of this Agreement. Should Rosecrance's federally approved indirect cost rate change during the Term of this Agreement, the parties will cooperate to seek a budget amendment. Should the budget amendment not be approved, Rosecrance agrees to reimbursement for its indirect costs at the federally approved rate in effect on the first day of the Term of this Agreement.

Section 3.06 Reporting and Invoices

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10th day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03 and 1.04, supporting documentation to be included with invoices includes timesheets, documentation of personnel costs, itemized lists of completed assessments to include at a minimum 1) name of Judge and/or Court staff person requesting the assessment, 2) assessment date, 3) name of inmate, name of assessor, and time spent. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq*). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Additionally, Rosecrance agrees to provide relevant data by submitting a monthly jail services report as well as performance metrics as outlined in Exhibit A to include summary



narrative on a quarterly basis. Rosecrance agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
October - December	Data and Fiscal Reports	January 10th
January - March	Data and Fiscal Reports	April 10th
April - June	Data and Fiscal Reports	July 10th
July - September	Data and Fiscal Reports	October 10th
Final Close Out	Data and Fiscal Reports, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday

Article IV. MISCELLANEOUS

Section 4.01 No Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

Section 4.02 Non-Solicitation

During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

Section 4.03 Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the 17th Judicial Circuit Court of Winnebago, Illinois.

Section 4.04 Counterparts; Signatures

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

Section 4.05 Entire Agreement; Amendment



This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation, or modification of this grant award, without further County Board action.

Section 4.06 Notices

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County
Attn: County Administrator
404 Elm Street
Suite 500
Rockford, IL 61101

Notices to Rosecrance shall be sent to the following address:

Rosecrance, Inc.
Attn: David Gomel, President
1021 North Mulford Road
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 4.07 Assignment

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between Rosecrance and the County shall be effective as of the date indicated in the first sentence of this Agreement.



COUNTY OF WINNEBAGO, ILLINOIS

ROSECANCE, INC., an Illinois not for profit corporation

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

By: _____
Name: David Gomel
Title: President



EXHIBIT A

SCOPE OF WORK

I. ORGANIZATION BACKGROUND

a. Brief description of organization history and purpose

Rosecrance has served as an industry leader in behavioral health, and has provided quality service to northern and central Illinois communities for over 100 years. Our standard of excellence for treatment involves a multidisciplinary approach to addiction treatment that draws on the expertise and experience of our medical and psychiatric staff, as well as licensed and certified masters prepared clinicians. Rosecrance offers a comprehensive spectrum of behavioral health services that include residential, outpatient and detox services for the treatment of substance abuse disorders as well as community based mental health services for Men, Women Youth and adults. Rosecrance has specialized in the treatment those involved in the criminal justice system since 1994, and are currently partnered with Winnebago, Boone, McHenry and Champagne counties to provide services to those involved with their probation departments including Drug Court, Mental Health Court, Youth Recovery Court, and family Recovery court. Rosecrance has also been contracted to provide residential and outpatient services to the Illinois Department of corrections parolees since 1999.

b. Describe history managing grants and/or other funding

Rosecrance has managed multiple local, state, and federal grants over our 100-year history. Currently we receive grants through Illinois SUPR and the State Opioid Response initiative, as well as grants through Winnebago, and Boone Counties for in-jail services and specialty court programs. We also receive grant funding through the Illinois Department of Human Services and are paneled with multiple insurance companies.

c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Rosecrance proposes a continuation of the funding from the Winnebago County 1% safety tax fund for a ½ time substance use disorder assessor to provide assessment and treatment recommendations for those housed in the Winnebago County jail. The continuation of this funding will allow Rosecrance to complete a multi-dimensional assessment tool and treatment recommendations on inmates who are court ordered for a substance use disorder assessment as well as those who need to be assessed upon advice of their probation officer, attorney or are self-referred. All diagnoses and treatment recommendations will be made in accordance with the criteria and standards set forth by the DSM5 and the American Society of Addiction Medicine (ASAM) patient placement criteria. Once assessed, treatment recommendations are provided to the court or to whomever referred them and are case managed upon their release to assist them in beginning treatment with Rosecrance or other recommended service providers.

The benefit of this program is the ability to connect with those incarcerated individuals at a point where they are vulnerable and are most motivated for change in their lives. By initiating treatment services while they are incarcerated, we are able to more easily engage them at a time where they are most receptive to the idea of a recovery lifestyle. Upon release from jail the clients are already enrolled in Rosecrance services and can seamlessly transition to our wide spectrum community-based services with no delay.

b. Describe current and projected project/program partnerships.

This program has worked closely with the Winnebago County Specialty Courts as well as the Winnebago County probation and pretrial, The States attorneys and public defender's office to help their client's gain strong footing in a recovery lifestyle prior to their return to the community. Rosecrance also works with the Illinois State Opiate Response initiative to engage those clients in jail who have an opiate or stimulant use disorder to inform and enroll those interested in our Medication Assisted Treatment program that allows them to initiate needed medication while in the jail.

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

Referrals are made to the program through court orders from the 17th judicial circuit, from Winnebago probation officers, attorneys, Freedom Group, and through detainees submitting a request ticket to the jail. Once the referral is received a 1/2-time assessor, funded through the 1% contract, goes into the jail, and complete a multidisciplinary substance use disorder assessment according to requirements of Illinois SUPR 2060 licensure requirements, DSM5 and the American Society of Addiction Medicine (ASAM) patient placement criteria. We also complete a Rosecrance Suicide Risk assessment, using the Columbia Suicide Severity Rating Scale, at the time of assessment. The diagnosis and recommendations are subsequently reviewed by our medical director for appropriateness and approval, and shared with the courts or other referral sources, and are ready to begin treatment with us upon their return to the community.

b. Describe treatment, counseling, and case management. Be specific.

This program will work with the inmate prior to treatment to assess, diagnose and make treatment recommendations for when they are released. This position will provide case management services that include placement on the residential treatment waiting list if needed, obtaining collateral information to assist in making the appropriate diagnosis, resolution of biomedical obstacles, and connecting with other behavioral health needs.

This program will also be able to connect inmates with our State Opiate Response (SOR) grant to provide education and medication assisted therapies to those inmates with a history of opiate and stimulant abuse. We are able work with the courts to furlough inmates to come to Rosecrance and start an appropriate medication prior to their release from jail where they are at most risk of overdose.

c. Describe staff roles; include education, training, and licensure requirements.

These assessments are completed at the request of court order, probation, or attorney referral or through inmate self-referral. This position is staffed by an Illinois CADC licensed clinician, with 35 years' experience in the field. The CADC licensed clinician is required by IAODAPCA to complete 40 hours of training every 2 years in dimensions related to the treatment of substance use disorders. This position is funded at 1/2 their salary through the County 1% tax. The staff roles include the completion of a substance use disorder assessment, a suicide risk assessment, communication of recommendations and case management.

d. Describe program oversight and accountability.

The key performance indicators (KPI) for this program are tracked weekly, monthly, and annually through supervision, annual evaluations, and client satisfaction surveys. Client records are regularly reviewed to ensure quality of service and adherence to regulatory standards. Program KPI's include the number of assessments completed monthly and reported to Winnebago County quarterly.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Assess 100% of all in custody referrals for Substance Abuse Treatment	Number of assessments completed in the jail monthly	400 assessments annually
Connection to Medication Assisted Therapies	The monthly number of those diagnosed with opiate and stimulant use disorder linked to Medication Assisted Therapies prior to leaving the jail.	80% of those assessed with the appropriate diagnosis

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Jim Noe Title: Director of Court Services Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 815-985-7161 Email: jnoe@rosecrance.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Carlene Cardosi Title: Regional President, Rosecrance inc. Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 888-928-0212 Email: ccardosi@rosecrance.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Carlene Cardosi Title: Regional President, Rosecrance inc. Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 888-928-0212 Email: ccardosi@rosecrance.org</p>
<p><u>Program Contact</u> Name: Jim Noe Title: Director of Court Services Address: 2704 N. Main St. Rockford IL, 61103 Telephone: 815-985-7167 Email: jnoe@rosecrance.org</p>
<p><u>Payments Sent to:</u> Name: Teresa Baumgartner Title: VP of Finance Address: 1021 N. Mulford Rockford, IL. 61107 Telephone: 815-387-5626 Email: tbaumgartner@rosecrance.org</p>

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
TOTAL FRINGE		

FRINGE NARRATIVE:

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				

TRAVEL NARRATIVE:

D. Supplies

Supply Item	Computation	Cost
TOTAL SUPPLIES		

SUPPLY NARRATIVE:

--

E. Other Costs

Item	Computation	Cost
	TOTAL OTHER	

OTHER COSTS NARRATIVE:

--

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
TOTAL PROJECT COSTS	



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

The Parties to this Agreement are County of Winnebago, Illinois (hereinafter “COUNTY”), the 17th Judicial Circuit Court (hereinafter “COURT”) and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter “REMEDIES”). COUNTY, COURT and REMEDIES may be referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed substance use disorder treatment, partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services; and

WHEREAS, REMEDIES is a professional, licensed organization that provides substance use disorder treatment services to chemically dependent persons and is a state of Illinois Partner Abuse Intervention Program (PAIP) Protocol approved site to provide PAIP services; and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendants/clients.

NOW, THEREFORE, the Parties agree as follows:

I. General Terms

A. Term of Agreement

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2023 and ending on September 30, 2024.

B. Termination Upon Notice

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving thirty (30) days written notice to COURT and COUNTY. COUNTY may terminate this Agreement at will by giving thirty (30) days written notice to REMEDIES and COURT.

C. Confidentiality

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendants/clients identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification 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).

D. Warrant of Authority

Each PARTY warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

E. Indemnification

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the COURT or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

REMEDIES shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

F. Consultation and Reporting

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meetings to review the services provided to the COURT's Resource Intervention Center Program (RIC).

REMEDIES agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibits A and B. REMEDIES agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the COURT and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures, Fiscal Reports	April 10th
April - June	Performance Measures, Fiscal Reports	July 10th
July - September	Performance Measures, Fiscal Reports	October 10th
October - December	Performance Measures, Fiscal Reports	January 10th

Note: If a due date falls on a weekend, report is due on the preceding Friday

II. Scope of Services

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's RIC, as appropriate for client service needs pertaining to substance use disorders and domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes. The services to be performed by REMEDIES under this Agreement shall include the following and that of Exhibits A and B.

A. Intake Process and Assessments

REMEDIES agrees to complete a substance use disorder treatment services intake and assessment which includes but is not limited to diagnostic criteria and impression, past and current mental health concerns as well as physical health, nutrition and gambling disorder screenings.

As part of the intake process for any domestic violence PAIP referral, REMEDIES will incorporate the Ontario Domestic Assault Risk Assessment (ODARA), a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services; Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/icar/admincode/089/089005010B00900R.html>.

Substance use disorder staff complete a thorough intake with each individual that addresses each component of the American Society of Addiction (ASAM) Patient Placement Criteria. REMEDIES also utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model).

Upon assessment for both substance use disorder treatment and PAIP services, completion of the results will be scanned and attached to the file in the FCE case management system within seventy-two (72) hours.

B. Treatment - Substance Abuse

REMEDIES agrees to administer and staff a program of substance use disorder treatment services for defendants/clients referred by the COURT. The program of substance use disorder treatment services will include outpatient services consisting of six (6) sessions per week for three (3) hours each with morning and afternoon sessions for up to six (6) months or as clinically justified utilizing the ASAM Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services.

C. PAIP - Domestic Violence

REMEDIES agrees to provide up to three (3) PAIP groups per week. PAIP services will be facilitated to participants for a minimum of twenty-six (26) weeks, meeting once per week for two (2) hour sessions. The following schedule shall initially apply. The same may be modified from time to time with reasonable notice provided.

Tuesdays	9:00 am-11:00 am
Thursdays	1:15 pm-3:15 pm
Fridays	2:00 pm-4:00 pm

The number of participants in each group will not exceed fifteen (15) persons. The PAIP will incorporate an education based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II (A). REMEDIES will utilize the Change Curriculum for Men, a cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

D. General Staffing

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (1) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group. Two (2) substance use disorder treatment counselors are co-located at the RIC will be available during the hours of RIC operation.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services- Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have passed a background clearance conducted by COURT. All REMEDIES supplied staff are preferred to minimally have a bachelor's degree. The REMEDIES substance abuse staff must minimally hold a CADAC. A bachelor's degree is required for the REMEDIES facilitator of the PAIP group. The REMEDIES PAIP co-facilitator is preferred to have a bachelor's degree.

III. Costs and Billing for Services

REMEDIES shall be compensated in the amount not to exceed \$17,695.73 per month for those services performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a twelve (12) month period shall not exceed \$212,348.72.

REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates as well as receipts. A budget agreed to by the COUNTY, COURT and REMEDIES detailing approved, allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit C.

IV. Office Support and Payment for Services

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq*). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

V. Amendments

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation or modification of this grant award, without further County Board action.

VI. Entire Agreement

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

VII. Governing Law

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

Dated: _____, 2023

County of Winnebago, Illinois

By: _____

Joseph V. Chiarelli, in his capacity as
Chairman of the County Board of the
County of Winnebago, Illinois

Dated: _____, 2023

The 17th Judicial Circuit Court

By: _____

John Lowry, in his capacity as
Chief Judge of the 17th Judicial Circuit Court

Dated: _____, 2023

**Remedies Renewing Lives, Inc.
An Illinois not-for-profit corporation**

By: _____

Gary Halbach, in his capacity as President
and CEO

EXHIBIT A

SCOPE OF WORK - SUDS

I. ORGANIZATION BACKGROUND

a. Brief description of organization history and purpose

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.

b. Describe history managing grants and/or other funding

Remedies Renewing Lives has a long history in grants management and has been a recipient to numerous grants and contracts related to substance use disorder services. For decades, Remedies Renewing Lives receives funding from the Illinois Department of Human Services (IDHS) Division of Substance Use Prevention and Recovery (SUPR) to provide services at our core location. The IDHS/SUPR contracts include Substance Abuse Block Grants known as Global and Global-DCFS, Opioid Maintenance Therapy (OMT) and Problem Gambling. Remedies Renewing Lives substance use disorder program is licensed in the State of Illinois, Medicaid certified, accepts most insurances and the program is Behavioral Healthcare Accredited from The Joint Commission. Although not supporting services held at the RIC, Remedies Renewing Lives is a recent grant recipient of funding from the Winnebago County Community Mental Health Board. Additionally, Remedies Renewing Lives has held contracts for many years with the U.S. Probation and Pre-Trial Offices, Illinois Department of Corrections Southwestern Illinois and Sheridan Correctional Centers and was a partner agency with a local Illinois Collaboration on Youth (ICOY) grant project.

Remedies Renewing Lives has been providing substance use disorder services at the RIC since 2008. These services have been generously funded by the 1% Safety Tax. The services are delivered by individual appointment and/or on-going group counseling and include case management and community intervention, urinalysis, relapse prevention along with linkage to our agency's Medication Assisted Treatment (MAT) whenever necessary.

c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

As a state of Illinois licensed outpatient substance use disorder treatment provider, Remedies Renewing Lives offers comprehensive services that include individual and group counseling, case management, community intervention and recovery support. All substance use disorder services provided at the RIC are with persons who are justice-involved and referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Through the 1% Safety Tax, our agency employs two (2) FTE substance use disorder counselors at the RIC. In general, outpatient services consist of one (1) to three (3) sessions per week for three (3) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction (ASAM) Patient Placement Criteria. The ASAM Patient Criteria, which will be addressed again later, has six (6) core components which include addressing a patient's history of using substances and their experiences with withdrawal; the patient's medical history and current physical health; a patient's current mental well-being and health; where a patient is at in terms of stopping substance use; a patient's history of on-going use and/or relapse and the consequences thereof; and the patient's current living situation and any challenges that relate to that setting and/or their recovery. It is not uncommon for persons who use or mis-use substances to have their own history of abuse stemming from child abuse, domestic violence, community violence and at times our community's historic response to those issues. Although not an excuse for harm to others, substance use is often a coping mechanism and the stigma surrounding it often compounds the difficulty in obtaining and maintaining recovery. Moreover, when a person living with a substance use disorder is not provided options, there is risk for long-term consequences for not only them but their children like incarceration and/or child-welfare involvement.

To that end, Remedies Renewing Lives utilizes the ASAM Patient Placement Criteria to address the association between substance use and crime. As indicated in the Illinois State Police Crime in Illinois 2020 Annual Uniform Crime Report, Winnebago County, Illinois had just over 600 drug related arrests in 2020 with over 1,200 drug related arrests in 2019 (p. 237). While only a snapshot into the dynamics of substance use and its impact upon our local community, the criminal justice system is an opportunity for intervention as justice involvement can be an indicator of increased risk of safety for those that use, their families and the community at-large. For instance, the National Institute on Drug Abuse (NIDA) has developed principles for treatment of justice-involved populations. The NIDA principles acknowledge that recovery of substance use requires effective treatment with continued care, treatment focusing on factors that are associated with criminal behavior and treatment for as long as needed to help establish behavioral change (JAMA, 2009, January 14; 301(2)). Therefore, intervention opportunities that occur during the stages of the criminal justice process should not be ignored. Opportunities for intervention include screening or referring for substance use disorder services at the time of arrest; utilizing diversion programs, drug court and/or community-based treatment as part of the prosecution process; during the sentencing phase with terms of incarceration or release conditions based on treatment; part of the jail or probation process through screening and substance use disorder treatment; and in the course of community re-entry either through probation or release (JAMA, 2009, January 14; 301(2)).

In terms of demographics, during the last complete fiscal year, 10/1/2021-09/30/22, patients/clients served by Remedies Renewing Lives identified as the following:

Black or African American: 93
Caucasian or White: 44
Hispanic: 8
Asian: 1

Males: 121
Females: 25

Number of assessments completed during the same time frame: 146

b. Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in tandem with our local criminal justice system. Our agency routinely communicates with the 17th Judicial Circuit Court and the Winnebago County Resource Intervention Center to address needs and strategies to ensure we are adhering to the highest level of services. We also collaborate with area medical, social service and faith community providers as part of the on-going case management and community intervention services we provide with patients/clients receiving substance use disorder services through the RIC.

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

As indicated earlier all referrals to substance use disorder services to the Resource Intervention Center (RIC) are made through the 17th Judicial Circuit Court. Remedies Renewing Lives has two (2) substance use disorder treatment counselor's co-located at the RIC and are available during the hours of RIC operation. Substance use disorder staff complete a thorough intake with each individual that addresses each component of the ASAM Patient Placement Criteria. Our agency utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model) by Obert, et al, and published by Hazelden, which concentrates on six (6) crucial areas: individual support, early recovery, relapse prevention, family education, social support and urine testing. The Matrix Model incorporates cognitive behavioral therapy, motivational enhancement, 12-step facilitation and group support and is a federally recognized model by the Center for Substance Abuse Treatment, National Institute on Drug Abuse, Office of National Drug Control Policy and is currently being reviewed by the National Registry of Effective Programs and Practices. As noted earlier, Remedies Renewing Lives is Behavioral Healthcare Accredited from The Joint Commission, who also supports our use of the Matrix Model.

b. Describe treatment, counseling, and case management. Be specific.

The substance use disorder treatment, counseling and case management provided by Remedies Renewing Lives is delivered by collaborative approach that addresses not only substance use but mental health, medical treatment and connection to social service programs as needed. The ASAM Patient Placement Criteria is designed to be all-inclusive in that it guides staff to work collaboratively with the patient/client throughout the treatment process, assists in determining goals, and supports efforts to identify intensity of treatment along with frequency of need. Since services are individualized, case management is based on treatment plans and reported needs. Examples include assistance with health, transportation, child care, medical benefits along with educational, dental and vocational challenges. Community intervention includes a focus on situational

crisis in addition to engagement or re-engagement with community resources like churches and schools. As all participants at the RIC are justice-involved, there is a strong emphasis in programming in how to reduce recidivism to not only protect the community at-large but increase the well-being and safety of the individual patient/client and their family. Lastly, although substance use is not the cause of using violence against an intimate partner, it does increase the danger for those being abused and has the potential of increasing the lethality risk of violence. Therefore, cross referrals between Remedies Renewing Lives substance use disorder and partner abuse intervention programming staff at the RIC are not uncommon and is encouraged by the agency.

Each counselor will facilitate substance use disorder treatment groups three (3) days a week, twice daily for three (3) hours each. Remedies Renewing Lives will select which days to provide the groups. Remedies staff offices are located on site at Adult Probation as 2 counselors assigned to this location maintain duties at Adult Probation site only. Groups will take place 8:45 AM – 11:45 AM and 1:15 PM – 4:15 PM.

c. Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives substance use disorder programming at the RIC is overseen by our Vice President of Clinical Services who is experienced in substance use disorder treatment. Our Vice President of Clinical Services holds a Master's in Human Services, Bachelor's in Criminal Justice and is a Certified Alcohol and Drug Counselor/Co-Occurring Substance Use and Mental Health Disorder Professional (CADC/CODP). Training of substance use disorder staff is on-going and has included topics related to under-served populations, recovery support, mental health needs, amongst many others.

Position Requirements are as follows:

Addictions Counselors

EDUCATION AND CERTIFICATION:

- Must either hold a Bachelor's Degree and working towards a Certified Alcohol and Drug Counselor (CADC) certification or have a CADC certification and working toward a bachelor's degree.

EXPERIENCE:

- One-year full time experience providing substance abuse treatment

In addition, Addiction Counselor's placement at the RIC is subject to passing a background clearance conducted by COURT.

d. Describe program oversight and accountability.

To assist with program oversight and accountability, Remedies Renewing Lives substance use disorder staff meet monthly with Winnebago County Resource Intervention Center staff of the RIC to help address emerging needs and patient/client support. Our Vice President of Clinical Services has weekly if not daily contact with substance use disorder treatment staff and visits the RIC on a monthly basis to conduct chart reviews to ensure patients'/clients' needs are being met. Groups should be open for review by Resource Intervention Center Management (Karen Mohr, RIC Supervisor or Jodi Gerue) to ensure RIC standards, policies and procedures are adhered to and to ensure fidelity of curriculum facilitation. Remedies substance abuse staff will meet monthly with RIC staff for provider updates.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Maintain 2 employees as FTE	# of employees maintained as FTE	2
Conduct intake/assessment and provide substance use disorder services.	# of clients referred for assessment	200
Conduct intake/assessment and provide substance use disorder services.	# of persons enrolled in SUD services	150
Facilitate SUD groups.	# of SUD groups facilitated	294
Communication with Winnebago County Resource Intervention Center	# of Provider Meetings attended with Resource Intervention Staff	12
Provide substance use disorder program oversight at the RIC. (Average 15 per month)	# patient/client chart reviews complete	180
Provide on-going supervision with Remedies Renewing Lives substance use disorder treatment staff.	# of coaching with staff completed	24

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: ghalbach@remediesrenewinglives.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Program Contact</u> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: lgraciana@remediesrenewinglives.org</p>
<p><u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: mjagielski@remediesrenewinglives.org</p>



EXHIBIT B
SCOPE OF WORK – PAIP

I. ORGANIZATION BACKGROUND

<p>a. Brief description of organization history and purpose</p> <p>Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.</p>
<p>b. Describe history managing grants and/or other funding</p> <p>Remedies Renewing Lives has a long history of grants management and has been a recipient to numerous grants related to victim/survivor services. Our awards include the Illinois Department of Human Services (IDHS) Domestic Violence Prevention and Intervention (DVP&I) grant which we have received for decades, IDHS State Emergency Solutions Grant (ESG) funding which we have received for over a decade, Illinois Coalition Against Domestic Violence (ICADV) Victims of Crime Act (VOCA) and Violence Against Women Act (VAWA) funding which we have also received for several decades, Illinois Criminal Justice Information Authority (ICJIA) VOCA Transitional Housing funding since 2018, ICJIA VOCA Multi-Victimization since 2020, Federal Emergency Management Agency (FEMA) grant for over a decade and have been sub-recipients to Winnebago County, Illinois grants from the U.S. Department of Justice, Office on Violence Against Women (OVW) Domestic Violence Homicide Prevention Initiative, Improving Criminal Justice Response as well as Justice for Families projects. Most recently, we became a sub-recipient to Prairie State Legal Services OVW Legal Assistance for Victims grant and we OVW for additional transitional housing services. Additionally, the agency has a history in receiving local foundation grants from organizations such as the Community Foundation of Northern Illinois, The Kjellstrom Foundation and The Mill Foundation. We are also a recipient of Winnebago County Community Mental Health Board funding to support therapy and advocacy services for survivors of domestic violence. Specific to our PAIP services, we have been awarded a grant from IDHS to increase our PAIP services beyond the RIC so that we can serve a greater number of persons in the community with an emphasis on serving those parents who are both justice and child-welfare involved as well as expand community based services into Boone County. Our DHS PAIP programming is facilitated at 215 Easton Parkway, Rockford, IL 61108 and utilizes the curriculum outlined in this proposal. We hope to continue expansion by adding a group in Boone County with location yet to be determined when feasible. DHS PAIP funding does not support services at the RIC.</p>
<p>c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?</p>

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Remedies Renewing Lives partner abuse intervention program services are specific to serving men who use violence against their intimate partner in heterosexual relationships. Participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. Program participants must attend at least 26 weeks of group programming and actively participate and acknowledge their abusive behavior against their intimate partner. Remedies Renewing Lives PAIP services are grounded in the concepts of the Duluth Model which emphasize that intimate partner violence is a pattern of coercive control and a belief of entitlement by the person who uses violence, offers change opportunities through educational groups for those who are justice involved and/or seeking change on their own, and supports a community-wide response to increasing victim/survivor safety (www.theduluthmodel.org/). Although explained further below, our agency utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. The Change curriculum is specifically designed to focus on “prevention, intervention and change of irresponsible behavior” with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework.

While the Change curriculum has many more components than what can be provided for space in this application, the most important point is how we connect the curriculum in our quest to improve safety in the lives of victims/survivors thereby helping to reduce crimes related to domestic violence in our community. It should not be forgotten the context of which survivors are living is a state of fear and trepidation based on threats and/or use of violence to maintain continuous control. Survivors often put themselves in harm’s way to deflect violence against their children, work multiple jobs to avoid eviction or the shut off of utilities, relocate their families to unknown places so that they no longer have to live in fear, participate in the civil and criminal justice processes which can range anywhere from being a petitioner to an emergency order of protection or as a parent involved in abuse and neglect court. To that end, the Change curriculum speaks to these needs by demonstrating that patterns of abusive behavior are on a continuum which can increase in severity or impact over time. It allows co-facilitators to address power and control tactics by people who use violence that address all the pieces of the Power and Control Wheel that is so often identified by the victims/survivors Remedies Renewing Lives serves. For instance, when thinking about the MTP Control Through Power, co-facilitators can address circumstances in which the offender may use coercion and threats like making or carrying out threats to control their partner, using intimidation through looks or gestures and/or controlling what the survivor does or whom they seek or talk to. Likewise, the MTP of Specialness speaks to the entitlement piece by people who use violence. Treating the survivor like a servant, making all the big decisions, not allowing the survivor to work, or giving the survivor an allowance are all examples of male privilege and a maladaptive thinking pattern. Using the Choice curriculum over the span of 26 weeks offers many opportunities for PAIP staff to address the change process, accountability, past patterns, irresponsible excitement, expectations, highlighting the moral and legal consequences of intimate partner violence.

With the 1% Safety Tax funding, Remedies Renewing Lives employs one (1) FTE PAIP Coordinator who completes an intake and assessment of need with each offender referred by the courts, co-facilitates three (3) weekly groups, checks-in with each offender at the 10-to-12-week group-mark and completes a final interview with each offender prior to the formal conclusion of PAIP services. The funding from the 1% Safety Tax also supports a PAIP Manager (.1875 FTE). PAIP groups are facilitated at the RIC on the following schedule:

Tuesdays from 9AM to 11:00 AM
Thursdays from 1:30 PM to 3:30 PM
Fridays from 2:00 PM to 4:00 PM.

PAIP intakes and assessments completed by the PAIP Coordinator are conducted during business hours with information uploaded into FCE accordingly and on-going contact with the Winnebago County Adult Probation Department.

Demographics for FY22 (7/1/21-6/30/22)

Caucasian or White: 54
Black or African American: 93
Hispanic: 6
Bi-Racial: 3
Unknown: 4
Ages 18-29: 50
Ages 30-39: 51
Ages 40-49: 27
Ages 50-59: 14
Ages 60-69: 12
Ages 70+: 0

Demographics for FY23 (7/1/22 – 6/30/23)

- Caucasian or White: 33
- Black or African American: 75
- Hispanic: 2
- Bi-Racial: 4
- Unknown: 6
- Ages 18-29: 40
- Ages 30-39: 49
- Ages 40-49: 15
- Ages 50-59: 9
- Ages 60-69: 7
- Ages 70+: 0

b. Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in partnerships. We meet bi-monthly with the 17th Judicial Circuit Court of Winnebago County, Illinois, Winnebago County Adult Probation Department Domestic Violence Unit and other PAIP providers to ensure all agencies are adhering to court and Protocol standards. Remedies Renewing Lives also meets separately with the Winnebago County Adult Probation Department Domestic Violence Unit to talk about specific needs and strategies to ensure we are adhering to the highest level of services

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

Upon receipt of a referral from Winnebago County Adult Probation, Remedies Renewing Lives PAIP Coordinator schedules a screening/assessment appointment with the offender which is held in-person, on-site at the RIC and in the PAIP Coordinator's office. As part of the overall assessment, a Remedies Renewing Lives PAIP intake is conducted. The intake form includes contact information, demographics, employment, income or benefits; highest education level and military status or experience; current marital status, current intimate relationship status and if the intimate partner is aware of the order to PAIP; contact information for the victim of intimate partner violence, status of relationship with the victim, whether or not the parties were living together at the time of arrest or conviction; specifics of the probation order regarding contact with the victim; order of protection history; arrest and conviction history for domestic violence related crimes and non-domestic violence related crimes; number of times the offender has used violence without any law enforcement contact; information specific to children between the offender and victim and if the offender has children with other intimate partners; substance use and alcohol use history including if it was a component to the conviction or previous acts of violence; history of threats of death by suicide, access to weapons, history of counseling including any mental health concerns or prescription use; previous use of PAIP services at Remedies Renewing Lives or other provider; current and historical child welfare involvement; and use of violence against animals or pets. The intake form also includes questions specific to if the offender is afraid of their victim themselves and if they think the victim is afraid of them. It is not very often that an offender is not screened in for PAIP services. Exceptions to that may be if the offender is in a non-heterosexual relationship with their victim or if the offender has been identified as a victim of domestic violence themselves. Since the use of intimate partner violence is a gender-based issue and because Remedies Renewing Lives PAIP services are specific to men, it is rare to encounter a victim of domestic violence program however when it does occur the PAIP Coordinator refers the victim to our agency's survivor services. It should be noted that our domestic violence victim services never deny someone solely based on gender nor sexual orientation, race, national origin, and familial status, disability, and legal status, number of children, age or religion.

In addition to completing the intake form, Remedies Renewing Lives PAIP Coordinator also completes the Ontario Domestic Assault Risk Assessment (ODARA). Although not intended to measure an individual victim's safety, the ODARA can assist in identifying risks of future violence against an intimate partner, risk of re-arrest and likelihood to re-appear in court. To complete the ODARA, our PAIP Coordinator gathers information from the offender during the intake process, the offender's identified probation officer and what has been uploaded into Winnebago County's court record data base system known as Full Court Enterprise (FCE). Depending upon time of inquiry, the PAIP Coordinator can locate the offender's criminal history along with the most recent arresting incident probable cause statement and sometimes the victim's statement to law enforcement. Upon gathering as much information as possible, the PAIP Coordinator scores the ODARA responses and uploads the document into FCE that includes a specific dropdown menu for ODARA score. The score then helps guide the probation officer and the PAIP Coordinator in determining future risk of harm by the offender to their intimate partner relationships and likelihood of appearing in court.

Besides completing the intake and ODARA, the Remedies Renewing Lives PAIP Coordinator also addresses confidentiality with the offender. The obligation by providers to protect confidential information of PAIP participants is under the Illinois Administrative Code for Mental Health and Mental Health and Developmental Disabilities Confidentiality Act. As part of the Illinois Protocol Partner Abuse Intervention Program services, at the time of program initiation PAIP participants are required to complete a written release of information to: relative criminal justice and court authorities; mental health agencies; victims/survivors of abuse; any persons or agencies that would need to receive compliance or threats of violence by the offender; and/or any agencies

that may plan to assist with intervention for non-compliance or threats of violence by the offender. As a result, the PAIP Coordinator completes a release of information specific to the 17th Judicial Circuit Court of Winnebago County, Illinois, and Winnebago County Adult Probation along with a release of information that allows the PAIP Coordinator to contact the victim(s) specific to the arrest related referral and current intimate partner of the offender. Lastly, the PAIP Coordinator reviews the Contract for Participation in services. In turn, the offender is informed of the expectations for services which include weekly attendance and attendance of at least 26 groups for program completion; meeting individually with the PAIP Coordinator after attendance of 10-12 groups and upon an opening to PAIP services; understanding that all attendance or non-attendance will be recorded and reported to the offender's probation officer and court; expectation to remain alcohol and/or substance free during services and understanding that if it is suspected of being under the influence of any substance the offender will be asked to leave the group receiving no credit; obtain a chemical dependency evaluation if referred by the PAIP Coordinator; understanding that if late to group the offender will not be allowed to participate and will be marked as absent; only 3 absences are allowed and at the fourth (4th) missed group the participant will be referred back to their probation officer; requirement to abstain from violence; agreement to cooperate with program expectations and norms; and that at its core, our PAIP program is about taking accountability for the violence perpetrated against an intimate partner.

b. Describe treatment, counseling, and case management. Be specific.

As required by the Illinois Protocol for Partner Abuse Intervention Programs, core components of PAIP programming include that programs ensure the safety and rights of adult and child victims of domestic violence, work to reduce domestic violence through effective intervention, ensure that people who use violence against their intimate partner are held accountable and responsible for their behavior and to ensure persons who use violence against their intimate partner receive services that are effective. As a result, Remedies Renewing Lives utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. As required by the Protocol, the Change curriculum is approved to be used for the purposes of providing partner abuse intervention program services by IDHS. The Change curriculum is specifically designed to focus on "prevention, intervention and change of irresponsible behavior" with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework. Maladaptive Thinking Patterns (MTP's) are a core component of the curriculum and fall in line with our agency's philosophy that domestic violence is connected to a belief system centered around entitlement, often based on a view that one partner is allowed greater freedom than another. The MTP's that are routinely referenced within the 26-week group curriculum are victim script in which the person who uses violence consistently blames others for their circumstance; unrealistic self-image in which the person who uses violence views themselves as responsible despite actions; closed thinking in which the person who uses violence is unwilling to listen to share information or to be self-critical, goes on assumptions and lies by omission as opposed to outright; sense of entitlement that extends to persons, places and things and often includes intense jealousy; compartmentalized thinking where what happens before does not count or not impact the future with little sense that behavior has consequences; inappropriate expectations about life that lead to boredom, unwillingness to appreciate daily effort and/or has unreasonable fears; control through power in which the person who uses violence expects to be able to control situations and other individuals, uses manipulation and intimidation to achieve their goals including using sex for power and control rather than intimacy; and specialness in which the person has a sense of being superior or unique where they are living in a natural state and whatever rules may exist are for others. In addition to the MTP's, the Change curriculum includes Tactics to Avoid Being Accountable. The different tactics include putting others on the defense such as when they attack competency, bring up irrelevant issues, minimize the situation and pick at details; control information like agreeing with no intention of following through, being intentionally vague, saying whatever will satisfy the moment or using silence; and controlling interactions such as listening

selectively and hearing only what is self-serving, insisting they forgot and/or focusing on being misunderstood.

The Change curriculum also has a heavy emphasis on choice language. The Change curriculum values keeping responsibility on the irresponsible person, cutting through the denial system, and recognizing the power over their own lives to change. The curriculum focuses on cognitive restructuring. PAIP co-facilitators model choice language during group by using phrases such as “you may choose to” or “your choices are”, etc.

c. Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives PAIP program at the RIC is led by a Coordinator who is supervised by our PAIP Manager. Remedies staff offices are located on site at Adult Probation as are counselors assigned to this location who maintain duties at Adult Probation site only. The PAIP Manager has received the 40-hour domestic violence training and the 20-hour partner abuse intervention training. The PAIP Coordinator has also received the 40-hour domestic violence training described within the Illinois Domestic Violence Act and the required 20-hour partner abuse intervention training. All trainings were received through IDCVP Board approved training sites. Any part-time co-facilitators for Remedies Renewing Lives PAIP services that may fill in at the RIC also meet these same training qualifications. Remedies Renewing Lives PAIP Manager oversees PAIP services at the RIC and provides supervision of the PAIP Coordinator and co-facilitators. The Vice President of Domestic Violence Services, who oversees and supervises the PAIP Manager, holds a Bachelors of Sociology and a Masters of Public Administration and has over 20 years of experience in domestic violence programming including direct service with adults and child survivors and continues to hold management roles with Remedies Renewing Lives.

Qualifications for PAIP positions are as follows:

PAIP Coordinator:

EDUCATION:

- Bachelor’s Degree required.

EXPERIENCE:

- Demonstrated skills in individual, group case management.

CERTIFICATE/LICENSE:

- Completion of the 40-hour domestic violence training as required by the Illinois Domestic Violence Act (IDVA) from an Illinois Certified Domestic Violence Professional (CDVP) approved training site
- Completion of 20-hour partner abuse intervention program training from an Illinois Certified Partner Abuse Intervention Prevention (CPAIP) approved training site.

PAIP Co-Facilitator:

EDUCATION:

- Bachelor’s Degree preferred.

EXPERIENCE:

- Demonstrated skills in case management and or group facilitation preferred

CERTIFICATE/LICENSE:

- Completion of the 40-hour domestic violence training as required by the Illinois Domestic Violence Act (IDVA) from an Illinois Certified Domestic Violence Professional (ICDVP) approved training site. This training will be provided by Remedies Renewing Lives at the start of employment if not yet completed.

- Completion of the 20-hour partner abuse intervention program training from an Illinois Certified Partner Abuse Intervention Program training site will be required after starting employment, if not yet completed.

d. Describe program oversight and accountability.

To provide program oversight and accountability, Remedies Renewing Lives meets monthly with Winnebago County Adult Probation Department staff to help address emerging needs and client support. Our PAIP Manager oversees all PAIP services held at the RIC and provides weekly supervision of the PAIP Coordinator and PAIP Co-facilitators. The Vice President of Domestic Violence Services also observes PAIP groups periodically to ensure agency standards are adhered to and provides supervision to the PAIP Manager Groups should be open for review by Resource Intervention Center Management (Karen Mohr, RIC Supervisor or Jodi Gerue) to ensure RIC standards, policies and procedures are adhered to and to ensure fidelity of curriculum facilitation. Observation may be quarterly. Should follow up be required, a follow up observation visit may take place within 45 days to ensure the issue has been addressed.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Maintain 1.1875 employees as FTE.	# of employees maintained as FTE	1.1875
Conduct intake/assessment, mid-point and final evaluation with persons referred by Courts	# persons enrolled in PAIP	150
Facilitate weekly PAIP groups.	# PAIP groups facilitated	156
Communication with Winnebago County, Illinois Adult Probation Department.	# meetings with Winnebago County Adult Probation	12
Supervision with PAIP staff.	# of coaching with staff completed	50

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: ghalbach@remediesrenewinglives.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Program Contact</u> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: lgraciana@remediesrenewinglives.org</p>
<p><u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: mjagielski@remediesrenewinglives.org</p>

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
TOTAL FRINGE		

FRINGE NARRATIVE:

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				

TRAVEL NARRATIVE:

D. Supplies

Supply Item	Computation	Cost
TOTAL SUPPLIES		

SUPPLY NARRATIVE:

--

E. Other Costs

Item	Computation	Cost
	TOTAL OTHER	

OTHER COSTS NARRATIVE:

--

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
TOTAL PROJECT COSTS	

UNFINISHED BUSINESS

Appointments

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: October 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. Operator Licensing Examination Approval-Byron Station, October 2023
 - b. Byron Station, Unit Nos. 1 and 2-Steam Generator Tube Inspection Reports to Reflect TSTF-577 Reporting Requirements (EPID L-2023-LRO-0035)

Adjournment