



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, November 30, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Joe Hoffman
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Chief Deputy Recorder Jill Peppers
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentation – None
 - C. Public Hearings – None
 - D. Public Participation – None
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of October 26, 2023 minutes
 - B. Layover of November 9, 2023 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule)**
9. **Reports of Standing Committees**..... Chairman Joseph Chiarelli
 - A. Finance Committee..... **John Butitta, Committee Chairman**
 1. Committee Report
 2. Ordinance for Approval of Budget Amendment for Year End Adjustments to be Laid Over

3. Ordinance for a Budget Amendment Illinois Law Enforcement Training Standards Board (ILETSB) Grant Award to be Laid Over
 4. Resolution Approving Winnebago County Opioid Settlement Funding Allocation Policy
 5. Resolution Authorizing County Contribution for State’s Attorneys Appellate Prosecutor’s Program
- B. Zoning Committee**Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
1. Resolution Authorizing Execution of a First Amendment to the Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of Cherry Valley
 2. Resolution Authorizing Execution of a First Amendment to the Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of New Milford
 3. Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, Il) be Subject to the Jurisdiction of the City of South Beloit Pursuant to a Pre-Annexation Agreement, District 4, to be laid over
 4. SU-01-23 A Special Use Permit to allow a Place of Worship (on a lot less than 5 acres) in the AG, Agricultural Priority District for the property that is commonly known as 6730 Old River Road, Rockford, IL 61103 in Owen Township, District 5, to be laid over
 5. Committee Report
- C. Economic Development Committee.....**John Sweeney, Committee Chairman**
1. Committee Report
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing the Donation of Property Located at the Southeast Corner Intersection of Chestnut Street and South Church Street in the City of Rockford for Right-of-Way Purposes to the City of Rockford, IL
 3. Ordinance Adopting a Remote Work Policy to be Laid Over
 4. Resolution Awarding Off-Site Scanning Services for Document Imaging Using CIP Funds
Cost: \$790,828.74
 5. Resolution Awarding Fuji Persona CS Compact C-Arm Machine for Coroner’s Office
Cost: \$114,000.00
 6. Resolution for Approval for Stop-Loss Insurance
 7. Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage
- 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 Awarding Impound Vehicle Storage and Related Services

- 3. Resolution Authorizing Execution of a First Amendment to the Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford
- 4. Resolution Accepting Award and Authorizing Execution of Service Agreements and Amendment #01 for the Officer Recruitment and Retention Grant Program

10. Unfinished BusinessChairman Joseph Chiarelli

Public Safety and Judiciary Committee

- A. Resolution Awarding Service Agreements using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies

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

12. Announcements & CommunicationsChief Deputy Recorder Jill Peppers
A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, December 14, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 26, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 26, 2023 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Hanserd, McCarthy, McDonald, Nabors, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster.) (Board Members Guevara, Hoffman, Lindmark, and Penney were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Booker made a motion to allow remote access for Board Member Penney, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, Lindmark, and Penney were absent.)

Board Members Penney joined at 6:03 p.m.

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- John Tac Brantley, Safety Act and Church Van, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thomas made a motion to approve County Board Minutes of September 28, 2023 and layover County Board Minutes of October 12, 2023, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 26, 2023. Board Member Crosby 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 Guevara, Hoffman, and Lindmark 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 suspend the rules on Agenda Items 2. Thru 14 (as listed below), seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Thompson made a motion to approve Agenda Items 2. Thru 14. (as listed below), seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
 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.
10. Board Member Butitta read in for the first reading of an Ordinance for Budget Amendment PSN23 Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
 11. Board Member Butitta made a motion to approve a Resolution Approving Amendment to Grant Policy in the Fiscal Year 2024 Budget Policy, seconded by Board Member McCarthy. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

ZONING COMMITTEE

12. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

13. Board Member Sweeney made a motion to approve a Resolution Establishing a Host Fee Policy for the Winnebago County Board Members to Support Local Non-Profit Organizations or Units of Local Non-Profit Organizations or Units of Local Government, seconded by Board Member Arena. Discussion by Board Members Sweeney, Goral, and Penney. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
14. Board Member Sweeney made a motion to approve a Resolution Establishing a Host Fee Policy for the Winnebago County Board Chairman to Support Local Non-Profit Organizations or Units of Local Government, seconded by Board Member Crosby. Board Member Webster made a motion to amend the Resolution, seconded by Board Member Scrol. Discussion by Board Member Crosby, Webster, Goral, Sweeney, Arena, and Penney. Motion to amend was approved by a voice vote. (Board Members Crosby, Nabors, Hanserd, Salgado, and Fellars voted no.)

(Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Sweeny made a motion to approve the amended Resolution, seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Crosby and Hanserd voted no.) (Board Members Guevara, Hoffman, and Lindmark were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

15. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) to be Laid Over. Board Member Arena made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend failed by a roll call vote of 8 no and 9 yes votes. (Board members Crosby, Fellars, Goral, Hanserd, Nabors, Salgado, Scrol, and Tassoni voted no.) (Board Members Guevara, Hoffman, and Lindmark were absent.)

PUBLIC WORKS COMMITTEE

16. Board Member Tassoni announced the next Public Works Committee will meet next Wednesday, November 1, 2023 at 5:00 p.m.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

17. Board Member Booker made a motion to approve a Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
18. Board Member Booker made a motion to lay over a Resolution Awarding Service Agreements Using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies, seconded by Board Member Arena. Discussion by Chief Deputy Ciganek, Director of the Chairman's Office of Criminal Justice Incentives Dokken and Board Members Salgado, Goral, Booker, Nabors and Arena. Motion to layover was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

UNFINISHED BUSINESS

19. **Appointments read in on September 28, 2023**

Board Member Arena made a motion to suspend the rules on Agenda Items A, B, and C. (as listed below), seconded by Board Member Tassoni. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Crosby made a motion to approve the Appointments, seconded by Board Member Arena. Discussion by Chairman Chiarelli and Board Members Goral and Butitta. Board Members Hanserd, Fellars and Goral were opposed to Tim Delany. Board Member Arena made a motion to separate the Appointments, seconded by Board Member McCarthy. Motion

was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve A. 1. (as listed below), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve A. 2. (as listed below), seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve B.1. (as listed below), seconded by Board Member Sweeney. (Board Members Fellars, Hanserd and Goral opposed.) Motion was approved by a voice vote. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve C. 1. (as listed below), seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present (Board Members Guevara, Hoffman, and Lindmark were absent.)

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

1. Dr. Stephen Monore (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

NEW BUSINESS

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

Board Member Webster spoke of raffles.

Board Member Salgado and Director of the Chairman's Office of Criminal Justice Incentives Dokken discussed the implications of the layover of the Tommy Meeks Ordinance.

ANNOUNCEMENTS & COMMUNICATION

21. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. 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.

Board Member McDonald congratulated Chris Dornbush as the new COO for Winnebago County. Discussion by Board Member Sweeney.

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Guevara, Hoffman, and Lindmark were absent.) The meeting was adjourned at 6:58 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
NOVEMBER 9, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 9, 2023 at 6:00 p.m.
2. Pastor Rodney Hayes gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Sweeney, Tassoni, Thompson and Webster. (Board Member Scrol was absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Lance Laureys, Quarterly Reports that were send online to the County and who operates and manages the Raffle Hall, Con

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 October 12, 2023 and layover County Board Minutes of October 26, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for November 9, 2023. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Member Scrol was absent.)

APPOINTMENTS

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. No Report.

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with AMWINS Group Benefits for the Administration of a Retiree Medical and RX Plan, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
13. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Funded PPO and POS Insurance Plan, seconded by Board Member Penney. Discussion by Human Resource Director Crozier and Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

PUBLIC WORKS COMMITTEE

14. Board Member Tassoni made a motion to approve (23-036) a Resolution Authorizing the Execution of an Engineering Services Agreement with Chastain & Associates, LLC for a Hydraulic Study Associated with Perryville Road Bike Path Extension (Section 23-00717-00-BT), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
15. Board Member Tassoni made a motion approve (23-037) a Resolution Authorizing an Agreement with Brightly Software, Inc. for Asset Management Software (Section 22-00707-00-ES), seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

16. Board Member Tassoni made a motion to approve (23-038) a Resolution Authorizing the Purchase of Plow/Dump Truck Bodies, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
17. Board Member Tassoni made a motion to approve (23-039) a Resolution Awarding a Bid for the Bell School Road Improvement Project from Argus Drive to Guilford Road (Section: 20-00676-00-WR), seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

18. No Report.

UNFINISHED BUSINESS

19. **Operations and Administrative Committee**

- A. Board Member McDonald made a motion to approve an Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) Laid Over from October 26, 2023 Meeting, seconded by Board Member Guevara. Board Member Arena moved to amend Section 2 in the Ordinance, seconded by Board Member Penney. Motion to amend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Fellars made a request to break away for a caucus meeting. Board Member McDonald made a motion to approve the amended Ordinance, seconded by Board Member Penney. Discussion by Board Members Salgado, Arena, and Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

NEW BUSINESS

20. **(Per County Board rules, passage will require a suspension of Board rules).**
 - A. Board Member Arena made a motion to suspend the rules on the Resolution Approving the Revocation of the Six Class D Raffle Licenses Issued to Forever Husky, seconded by Board Member Guevara. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Arena made a motion to approve the Resolution, seconded by Board Member Booker. Chief of the Civil Bureau Vaughn and Board Members Arena, Goral, and Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
- a. Byron Station-Biennial Problem Identification and Resolution Inspection Report 05000454/2023012 and 05000455/2023012
 - b. Federal Register/Vol. 88, No. 207/Friday, October 27, 2023/Notices
 - c. Byron Station – Information Request for the “Cyber-Security” Baseline Inspection, Notification to Perform Inspection
 - d. Federal Register/Vol. 88, No. 209/Tuesday, October 31, 2023/Notices

Board Member Penney Booker thanked the River Bluff staff for caring for his grandmother.

Board Member Sweeney recognized Scott Bloomquist, Regional Superintendent.

Board Member McCarthy reminded the Board that Saturday is Veterans Day.

Boar Member Webster thanked Pastor Hayes Hays for leading the invocation and pledge of allegiance.

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Member Scrol was absent.) The meeting was adjourned at 6:31 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
7 different organization 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
30999	1	Rockton-Roscoe Rotary	12/01/2023-12/31/2023	\$500.00
31000	1	Holy Family Womens Guild	01/02/2024-02/08/2024	\$500.00
31001	1	Rockford University	01/01/2024-02/10/2024	\$4,999.99
31003	1	Stateline Youth for Christ	12/01/2023-12/31/2023	\$1,500.00
31004	1	Womens Space	12/01/2023-12/10/2023	\$650.00

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
30997	1	AMERICAN LEGION #332	12/1/2023-12/31/2024	\$119.00
30998	1	AMERICAN LEGION #332	12/01/2023-12/31/2024	\$119.00
31002	1	WHITE EAGLES CLUB OF ROCKFORD	12/01/2023-11/30/2024	\$2,500.00

This concludes my report,

Deputy Clerk Lisa Nolley

LORI GUMMOW
Winnebago County Clerk

Date 30-Nov-23

County Board Meeting: 11/30/23


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	\$	673,068
101	PUBLIC SAFETY TAX	\$	597,230
103	DOCUMENT STORAGE FUND	\$	19,997
105	VITAL RECORDS FEE FUND	\$	45
106	RECORDERS DOCUMENT FEE FUND	\$	10,302
107	COURT AUTOMATION FUND	\$	239
109	VICTIM IMPACT PANEL FEE	\$	2,400
114	911 OPERATIONS FUND	\$	109,803
115	PROBATION SERVICE FUND	\$	14,020
118	NEUTRAL SITE CUSTODY EXCHANGE	\$	52,707
123	STATE DRUG FORFEITURE ST ATTY	\$	11,613
131	DETENTION HOME	\$	45,795
155	MEMORIAL HALL	\$	5,127
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	12,761
158	CHILD ADVOCACY PROJECT	\$	1,219
161	COUNTY HIGHWAY	\$	163,866
162	COUNTY BRIDGE FUND	\$	365
164	MOTOR FUEL TAX FUND	\$	38,381
165	TOWNSHIP HIGHWAY FUND	\$	42,340
169	HIGHWAY REBUILD IL GRANT	\$	83,393
185	HEALTH INSURANCE	\$	1,950,408
194	TORT JUDGMENT & LIABILITY	\$	24,655
196	MENTAL HEALTH TAX FUND	\$	899,619
301	HEALTH GRANTS	\$	39,933
302	SHERIFF'S DEPT GRANTS	\$	99,765
303	STATE'S ATTORNEY GRANT	\$	1,645
304	PROBATION GRANTS	\$	113,967
309	CIRCUIT COURT GRANT FUND	\$	20,610
313	AMERICA RESCUE PLAN	\$	78,874
314	CJCC GRANTS FUND	\$	1,339
401	RIVER BLUFF NURSING HOME	\$	389,019
410	ANIMAL SERVICES	\$	48,636
420	555 N COURT OPERATIONS FUND	\$	17,190
430	WATER FUND	\$	6,922
501	INTERNAL SERVICES	\$	3,264
710	ANIMAL SERVICES DONATION FUND	\$	104,547
721	2020A CAPITAL PROJECT FUND	\$	1,099,573
743	CAPITAL PROJECTS FUND	\$	216,280
751	POLICE TRAINING CENTER PROJECT	\$	1,508
	TOTAL THIS REPORT	\$	<u>7,002,425</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 30th day of November 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: November 16, 2023
Ordinance Title: Ordinance for Approval of Budget Amendment for Year End Adjustments
Board Meeting Date: November 30, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: See Attached
If not, explain funding source: See Attached details	
ORG/OBJ/Project Code: Various	
FY2023 Budget Impact: Varies by Fund	

Background Information: The Winnebago County fiscal year ended as of September 30, 2023. Accounting entries are made through the end of December for revenues and expenses that relate to activity occurring in the prior fiscal year. Upon review of accounts at the beginning of November, certain revenues and expenditures have exceeded budgeted amounts. Details are included in the attached documentation and vary by fund.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: November 16, 2023
Lay Over: November 30, 2023
Final Vote: December 14, 2023

2023 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

Ordinance for Approval of Budget Amendment for Year End Adjustments

WHEREAS, Winnebago County’s fiscal year ended September 30, 2023 and activity related to this time period is required to be recorded in that appropriate period per generally accepted accounting principles (GAAP). Certain revenues and expenses have exceeded budgeted amounts. This amendment will update the budget to reflect actual activity and,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-042 Year End Amendment**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042A			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0001 General Fund			DEPT. BUDGET NO.		Various	
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
11000	41110		Auditor - Salary	\$178,266	\$0	\$178,266	\$3,719	\$181,985
11000	43941		Auditor - Dues & Memberships	\$920	\$0	\$920	\$989	\$1,909
11500	41110		City Election - Regular Salaries	\$139,038	\$0	\$139,038	\$2,188	\$141,226
11500	41120		City Election - Temporary Salaries	\$0	\$0	\$0	\$9,930	\$9,930
12503	41110		County Board - Regular Salaries	\$170,000	\$0	\$170,000	\$18,000	\$188,000
12503	43941		County Board - Cell Phone	\$0	\$0	\$0	\$418	\$418
12503	43310		County Board - Travel	\$0	\$0	\$0	\$710	\$710
12503	43410		County Board - Printing	\$0	\$0	\$0	\$1,000	\$1,000
12503	43941		County Board - Dues & Memberships	\$11,000	\$0	\$11,000	\$272	\$11,272
12503	44140		County Board - Print Svcs	\$0	\$0	\$0	\$720	\$720
18000	43110		Finance - Auditing	\$160,000	\$0	\$160,000	\$19,725	\$179,725
27000	44230		PSB - Space Allocation	\$484,011	\$0	\$484,011	\$68,750	\$552,761
31000	44130		State's Atty - Copier Chargeback	\$40,000	\$0	\$40,000	\$2,200	\$42,200
Revenue								
TOTAL ADJUSTMENT:							\$128,621	
Reason budget amendment is required:								
Increase budget for various expenses based on year end actuals for the General Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$128,621								
Revenue Source: Available fund balance								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042B			
DEPARTMENT:		40200			SUBMITTED BY: Steve Schultz			
FUND#:		0102 Marriage & Civil Union Fund			DEPT. BUDGET NO. 40200-Marriage & Civil Union			
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								
40200	42290		Marriage Fund - Other Dept Supplies	\$4,000	\$0	\$4,000	\$1,367	\$5,367
Revenue								
40200	39210		Marriage Fund - Interest	(\$1)	\$0	(\$1)	(245)	(\$246)
40200	39990		Marriage Fund - Other Svcs	(\$5,000)	\$0	(\$5,000)	(180)	(\$5,180)
TOTAL ADJUSTMENT:							\$942	
Reason budget amendment is required:								
Increase budget for various expenses based on year end actuals for the Marriage & Civil Union Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$942								
Revenue Source: Available Fund Balance								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042C			
DEPARTMENT:		40700			SUBMITTED BY: Steve Schultz			
FUND#:		0107 Court Automation Fee Fund			DEPT. BUDGET NO. 40700-Court Automation Fee			
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								
40700	43190		Court Automation Fee-Other Prof Svc	\$310,000	\$0	\$310,000	\$6,821	\$316,821
Revenue								
40700	34120		Court Automation Fee-Doc Filing Fee	(\$310,000)	\$0	(\$310,000)	(\$6,821)	(\$316,821)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for expenses based on year end actuals for Court Automation Fee Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Excess revenue received in 2023								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042D			
DEPARTMENT:		40700			SUBMITTED BY: Steve Schultz			
FUND#:		0108 Court Security Fee Fund			DEPT. BUDGET NO. 40800-Court Security Fee			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40800	49110		Court Security Fee-Txfrs to Other Funds	\$675,000	\$0	\$675,000	\$50,908	\$725,908
Revenue								
40800	34120		Court Security Fee-Document Filing Fee	(\$675,000)	\$0	(\$675,000)	(\$50,908)	(\$725,908)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for expenses based on year end actuals for Court Security Fee Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Excess revenue received in 2023								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042E			
DEPARTMENT:		41700			SUBMITTED BY: Steve Schultz			
FUND#:		0116 Host Fee Fund			DEPT. BUDGET NO. 41700-Host Fee 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								
41700	49110		Host Fee-Transfer to Other Funds	\$1,389,050	\$0	\$1,389,050	\$1,000,000	\$2,389,050
Revenue								
					\$0	\$0		\$0
TOTAL ADJUSTMENT:							\$1,000,000	
Reason budget amendment is required:								
Increase budget for FY22 transfer to highway fund that was not previously recorded.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$1,000,000								
Revenue Source: Available fund balance								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042F			
DEPARTMENT:		42600			SUBMITTED BY: Steve Schultz			
FUND#:		0126 Law Library Fund			DEPT. BUDGET NO. 42600-Law Library 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								
42600	41110		Law Library-Regular Salaries	\$61,600	\$0	\$61,600	\$12,584	\$74,184
42600	42120		Law Library-Book, Periodicals	\$70,000		\$70,000	(\$6,720)	\$63,280
Revenue								
42600	34290		Law Library-Misc Fees	(\$188,000)	\$0	(\$188,000)	(\$5,864)	(\$193,864)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for expenses based on year end actuals for Law Library Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Excess revenue received in FY23								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042G			
DEPARTMENT:		46100			SUBMITTED BY: Steve Schultz			
FUND#:		0161 County Highway Fund			DEPT. BUDGET NO. 46100-Highway 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								
46100	49110		Highway-Transfer to Other Funds	\$0	\$0	\$0	\$64,750	\$64,750
46400	49110		MFT-Transfer to Other Funds	\$200,500	\$0	\$200,500	(\$64,750)	\$135,750
Revenue								
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for expenses based on changes implemented based on IDOT MFT audit.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Excess revenue received in FY23								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042H			
DEPARTMENT:		48500 / 48510			SUBMITTED BY: Steve Schultz			
FUND#:		0185 Health Ins Fund			DEPT. BUDGET NO. 48500/48510 Health Ins/Wellness			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
48500	43150		Health Insurance - Medical Expense	\$15,810,500	\$0	\$15,810,500	\$575,000	\$16,385,500
48510	42112		Wellness Ctr - Equipment	\$0	\$0	\$0	\$3,379	\$3,379
48510	43175		Wellness Ctr - Wellness Contract	\$0	\$0	\$0	\$13,012	\$13,012
Revenue								
TOTAL ADJUSTMENT:							\$591,391	
Reason budget amendment is required:								
Increase budget for expenses due to increases in medical expenses.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$591,391								
Revenue Source: Available fund balance								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-0421			
DEPARTMENT:		61000			SUBMITTED BY: Steve Schultz			
FUND#:		0310 City Election Fund			DEPT. BUDGET NO. 61000 City Election			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61000	43932		City Election - Other Programs	\$975,000	\$0	\$975,000	\$25,000	\$1,000,000
Revenue								
61000	31110		City Election - Real Estate Taxes	(\$975,000)	\$0	(\$975,000)	(\$25,000)	(\$1,000,000)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget due to actual EAV based calculation exceeds budget								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Available current year revenue								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042J			
DEPARTMENT:		61200			SUBMITTED BY: Steve Schultz			
FUND#:		0312 ERAP 2			DEPT. BUDGET NO.		61200 ERAP 2	
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61200	43190		ERAP 2 - Other Prof Services	\$0	\$0	\$0	\$41,533	\$41,533
61200	41110		ERAP 2 - Regular Salaries	\$33,597	\$0	\$33,597	(\$20,462)	\$13,135
61200	48211		ERAP 2 - Health Insurance	\$2,000	\$0	\$2,000	(\$1,328)	\$672
Revenue								
61200	32110		ERAP 2 - Federal Operating Grants	(\$136,526)	\$0	(\$136,526)	(\$19,743)	(\$156,269)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Adjust budget to reflect actual FY23 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Available current year revenue								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042L			
DEPARTMENT:		79000			SUBMITTED BY: Steve Schultz			
FUND#:		0430 Water Fund			DEPT. BUDGET NO. 79000 Water Billings			
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								
79000	41110		Water Billings - Regular Salaries	\$19,000	\$0	\$19,000	(\$3,965)	\$15,035
79000	43620		Water Billings - Electricity	\$16,500	\$0	\$16,500	\$2,719	\$19,219
79000	46330		Water Billings - Roadway	\$0	\$0	\$0	\$751	\$751
79000	48211		Water Billings - Health Insurance	\$1,000	\$0	\$1,000	\$2,776	\$3,776
Revenue								
79000	34342		Water Billings - Service Fee	(\$50,000)	\$0	(\$50,000)	(\$2,281)	(\$52,281)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Adjust budget to reflect actual FY23 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Available current year revenue								

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2023-042M			
DEPARTMENT:		82100			SUBMITTED BY: Steve Schultz			
FUND#:		0501 Central Services			DEPT. BUDGET NO.		82100 Copiers	
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								
82100	42390		Copiers - Other Repair & Maint	\$105,000	\$0	\$105,000	\$2,172	\$107,172
82100	46500		Copiers - Ofc Furniture & Equip	\$60,000	\$0	\$60,000	\$8,210	\$68,210
Revenue								
82100	34116		Copiers - Outside Agency Revenue	\$0	\$0	\$0	(\$4,865)	(\$4,865)
82100	34110		Copiers - General County Svcs	(\$262,587)	\$0	(\$262,587)	(\$5,517)	(\$268,104)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Adjust budget to reflect actual FY23 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: Available current year revenue								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: November 16, 2023
Ordinance Title: Ordinance for a Budget Amendment Illinois Law Enforcement Training Standards Board (ILETSB) Grant Award
Board Meeting Date: November 30, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$90,400
If not, explain funding source: Grant award	
ORG/OBJ/Project Code: 60200 / Various / 02064 ILETSB	
FY2024 Budget Impact: \$90,400	

Background Information: New grant awarded by the Illinois Law Enforcement Training Standards Board. The purpose of this award is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2024 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: November 16, 2023

Lay Over: November 30, 2023

Final Vote: December 14, 2023

2023 CO

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

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

Ordinance for a Budget Amendment Illinois Law Enforcement Training Standards Board (ILETSB) Grant Award

WHEREAS, New grant awarded by the Illinois Law Enforcement Training Standards Board. The purpose of this award is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

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 **#24-002 ILETSB Grant Award**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/16/2023			AMENDMENT NO: 2024-002			
DEPARTMENT:		Sheriff Grants Fund			SUBMITTED BY: Steve Schultz			
FUND#:		0302 Sheriff Grants Fund			DEPT. BUDGET NO. 60200 Sheriff 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								
60200	41110	02064	ILETSB Grant - Salaries	\$0	\$0	\$0	\$6,400	\$6,400
60200	43190	02064	ILETSB Grant - Other Prof Svcs	\$0	\$0	\$0	\$42,000	\$42,000
60200	43410	02064	ILETSB Grant - Printing	\$0	\$0	\$0	\$2,000	\$2,000
60200	43420	02064	ILETSB Grant - Advertising	\$0	\$0	\$0	\$40,000	\$40,000
Revenue								
60200	32110	02064	ILETSB Grant - State Grant	\$0	\$0	\$0	(90,400)	(\$90,400)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
New grant awarded by the Illinois Law Enforcement Training Standards Board. The purpose of this award is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$90,400								
Revenue Source: Grant award								



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: November 16, 2023
Resolution Title: Resolution Approving Winnebago County Opioid Settlement Funding Allocation Policy
County Code: Not Applicable
Board Meeting Date: November 30, 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: Nationwide settlements continue to resolve Opioid litigation brought by states and local political subdivisions against pharmaceutical distributors and manufacturers. The ensuing lawsuits may result in settlements for Winnebago County, Illinois. This policy is set forth to define how Winnebago County Opioid Settlement Funding shall be allocated and follows the directives set forth by the State of Illinois, as may be amended from time to time.

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 WINNEBAGO COUNTY OPIOID SETTLEMENT FUNDING
ALLOCATION POLICY**

WHEREAS, on January 11, 2018, the County Board for the County of Winnebago, Illinois adopted a Resolution declaring that the unlawful distribution of prescription-controlled substances created a public nuisance and serious public health and safety crisis for the citizens of Winnebago County, Illinois initiating and authorizing outside counsel to pursue remedies; and

WHEREAS, as settlements are reached to resolve opioid litigation and funding is allocated to the State of Illinois and local governments, including Winnebago County, Illinois, the County desires to enact a policy to define how said funding shall be allocated; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposed policy and after having conferred with County Administration, recommends its approval by the County Board.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Opioid Settlement Funding Allocation Policy presented by County Administration is hereby approved, a copy of which is attached to this Resolution as Attachment B.

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

ATTACHMENT A

ILLINOIS OPIOID ALLOCATION AGREEMENT

This Agreement is entered into by and among the following Parties: (i) the People of the State of Illinois by Kwame Raoul, the Attorney General of the State of Illinois (the “Attorney General”); and (ii) Cook County, DuPage County, Kane County, Lake County, Madison County, McHenry County, St. Clair County, Will County, and Winnebago County (the “Original Participating Local Governments” or “Original-PLGs”).

WHEREAS, a number of the Original-PLGs are investigating and prosecuting their claims as detailed in a consolidated lawsuit currently pending in the Circuit Court of Cook County as case number 2017-L-013180 (the “OPLG-Lawsuit”), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as damages against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the Attorney General is investigating and prosecuting claims, as detailed in lawsuits currently pending in the Circuit Court of Cook County as case numbers 2019-CH-04406 and 2019-CH-10481 (the “IAG-Lawsuits”), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as injunctions against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the OPLG-Lawsuit includes claims brought in the name of the People of the State of Illinois under Section 7 of the Consumer Fraud and Deceptive Business Practices Act by multiple Original-PLGs (the “Section 7 Claims”);

WHEREAS, the Attorney General also asserts Section 7 claims on behalf of the People of the State of Illinois, which are currently pending, and has filed a motion, seeking to stay the OPLGs’ Section 7 claims while the Attorney General continues to investigate the opioid crisis and prosecute the IAG-Lawsuits. The OPLGs oppose the motion;

WHEREAS, the Parties desire to allow other local Illinois governmental units to join this Agreement in the future and to ensure the fair apportionment of all sums collected from any Opioid Defendant, as defined below, by way of judgment or settlement to best serve the People of the State of Illinois;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- A. "Illinois Remediation Fund" means the escrow fund that will be established to hold certain monies distributed or directed to be distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement which are directed for distribution by an agency of the State of Illinois and shall be exclusively used for programs and purposes that address Illinois' opioid crisis and its collateral damage, including but not limited to programs and grants that address the opioid epidemic through prevention, treatment, harm reduction and sustained recovery.
- B. "LGs" mean "Local Governmental Units" and includes all Illinois counties and municipalities.
- C. "LG Recovery Fund" means the escrow fund that will be established to hold certain monies distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement, consisting of the LGs' share of any settlements or recoveries from Opioid Defendants.
- D. "LPLGs" means "Litigating Participating Local Governmental Units" and includes the OPLGs who filed a lawsuit on or before September 1, 2020, all LGs represented by OPLG-Counsel (regardless of whether such LGs appeared in a lawsuit) and Subsequent-PLGs, provided such Subsequent-PLGs filed their appearance in Opioid Litigation on or before September 1, 2020.
- E. "LPLG-Counsel" means law firms representing LPLGs who were retained to represent an LPLG in Opioid Litigation on or before September 1, 2020.
- F. "NP-LGs" means "Non-Participating Local Governmental Units" and includes all LGs which are not PLGs (defined below).
- G. "National Multistate Opioid Settlement" means any agreement to which (i) the State of Illinois and at least two other states are parties and (ii) in which the State of Illinois agrees to release claims that it has brought or could have brought in an action against an Opioid Defendant or has such claims released in a final order entered by a court. "National Multistate Opioid Settlement" includes (i) any form or resolution reached in a bankruptcy proceeding, provided that the Attorney General both agrees to the specific terms of such resolution or agreement in a bankruptcy proceeding and announces his or her agreement in the record of such bankruptcy proceeding, or (ii) a final order entered by the bankruptcy court.
- H. "OPLG-Counsel" means "Counsel for the Original Participating Local Governments" and includes the outside counsel who have executed fee agreements with the Original-PLGs and who were retained to represent the Original Participating Local Governments.

- I. “Opioid Defendant(s)” means: (i) any and all presently named or subsequently added defendants in the Opioid Litigation (defined below); and (ii) any other person or entity that, in return for a release from liability related to the Opioid Litigation, makes a payment directly or indirectly to the State of Illinois or to any PLG. For purposes of clarity, this Agreement shall not apply to any settlement or judgment involving McKinsey or Insys nor shall it apply to any settlement or judgment involving an Opioid Defendant for any claim or other matters unrelated to the opioid epidemic and resulting public health crisis.
- J. “Opioid Litigation” means: (i) the OPLG-Lawsuit, (ii) the IAG-Lawsuits, and (iii) any judgment or settlement resolving civil claims brought by or that could have been brought by the PLGs or the Attorney General relating to the opioid epidemic and resulting public health crisis. For purposes of clarity, Medicaid Fraud qui tam claims are not included in the definition of “Opioid Litigation” and are not subject to this Agreement.
- K. “Original-PLGs” means “Original Participating Local Governments” and includes the following local Illinois governmental units: Cook County; DuPage County; Kane County; Lake County; Madison County; McHenry County; St. Clair County; Will County; and Winnebago County.
- L. “PLGs” means “Participating Local Governments” and includes the Original-PLGs and the Subsequent-PLGs (defined below).
- M. “Subsequent-PLGs” means Local Governmental Units, other than Original-PLGs, which (i) execute a Joinder Agreement in the form attached as **Exhibit D** no later than January 2, 2022, in order to maximize recovery for the State of Illinois under such National Multistate Opioid Settlement unless granted a lengthier period of time to join this agreement by the Attorney General, and (ii) provide the Attorney General written notice and evidence of such execution within 2 business days thereafter.

2. Litigation and Resolutions

- A. The Attorney General has filed in the OPLG-Lawsuit a Notice to Exercise the Right to Prosecute Litigation Brought in the Name of the People of the State of Illinois and Motion to Stay. Any PLG that has brought a claim that purports to be on behalf of the People of the State of Illinois will agree to the entry of an Agreed Order or filed Stipulation: (i) staying their claims brought in the name of the State of Illinois pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Uniform Deceptive Trade Practices Act and any other claims purported to be brought on behalf of the People of the State of Illinois; and, (ii) subject to the terms of Section 2(B) below, which provides that LPLGs may, in their discretion, continue to prosecute their remaining causes of action.
- B. LPLGs may, in their discretion, continue to prosecute their remaining claims (other than the claims stayed by operation of the foregoing paragraph) unless and until the

Attorney General notifies LPLG-Counsel that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s). In such event, the LPLGs, including any LPLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General, provided that any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

- C. If the Attorney General notifies the PLGs that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s), the PLGs, including any PLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General. Any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

3. Distribution of Settlements or other Recoveries

- A. Any sums collected related to Opioid Litigation by the Attorney General from any Opioid Defendant by way of judgment or settlement in a National Multistate Opioid Settlement shall be distributed as follows to ensure, among other things, that 70% of all such judgment or settlement proceeds are used to support specified opioid remediation or abatement programs:
 - a. Twenty percent (20.0%) shall be distributed to the State of Illinois, at least one-quarter (1/4th) of which shall be used to support opioid remediation programs included in the list of Approved Abatement Programs attached as Exhibit B. The State shall track and report all spending used to support opioid remediation programs.
 - b. (i) Fifteen percent (15%) shall be distributed into the LG Recovery Fund and shall be allocated in accordance with the percentages set forth in the Municipalities and Townships Allocation Table attached hereto as Exhibit A-1 to (1) municipalities and townships who are PLGs and who have filed a lawsuit against an Opioid Defendant by September 1, 2020, and (2) municipalities who are PLGs with a population of at least 30,000 according to the 2019 United States Census Population Estimate whether or not they have filed a lawsuit against an Opioid Defendant. Any amount remaining in the LG Recovery Fund following this distribution shall be allocated among counties who are PLGs in accordance with the percentages set forth in the Counties Allocation Table attached hereto as Exhibit A-2.
 - (ii) In addition to any amounts remaining following the allocation in paragraph 3(A)(b)(i) of this agreement, Ten percent (10%) shall be distributed into the LG Recovery Fund to be allocated among counties who are PLGs in accordance with the procedures set forth in Exhibit A-2 of this Agreement. Counties who receive an

allocation from this portion of the LG Recovery Fund are obligated to use such distributions to support opioid remediation programs in their community through uses included in the list of Approved Abatement Programs attached as **Exhibit B**. Each LG receiving an allocation from this portion of the LG Recovery Fund shall track and quarterly report to the Attorney General all monies spent to support opioid remediation programs.

- c. Fifty-Five Percent (55%) shall be distributed into the Illinois Remediation Fund. A Remediation Fund Advisory Board shall be appointed to provide nonbinding recommendations regarding the administration and distribution of the Illinois Remediation Fund. The Remediation Fund Advisory Board, when making recommendations, will seek to ensure an equitable allocation of resources to all parts of the state, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. All funds disbursed from the Remediation Fund shall go to support uses included in the list of Approved Abatement Programs attached as **Exhibit B**. In addition, funds disbursed from the Remediation Fund shall go to support abatement uses that provide services in each of the seven regions identified in **Exhibit C**, with the allocation of resources being equitable across regions, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. The Attorney General or his delegate shall appoint the members of the Remediation Fund Advisory Board at his sole discretion, provided that at least one half (1/2) of the voting members of the Advisory Board shall be representatives of the PLGs as determined by the PLGs.
- B. Any sums collected related to Opioid Litigation by a PLG from any Opioid Defendant by way of judgment or settlement shall be turned over to the Attorney General for distribution pursuant to this Section 3.
- C. Funds allocated to LGs or LPLG-Counsel under Exhibit R (Agreement on Attorney's Fees, Expenses, & Costs) of the Distributor Settlement Agreement and the Janssen Settlement Agreement, or to the State under Exhibit N (Additional Restitution Amount) or Exhibit T (Agreement on the State Cost Fund Administration) of those settlement agreements shall be in addition to the allocations set forth in paragraph 3 of this Agreement and are not subject to the allocations in this Agreement. Funds allocated pursuant to provisions which are substantially similar in any subsequent settlement shall not be subject to the allocations in this Agreement.

4. **Miscellaneous**

- A. Each PLG agrees to take all necessary actions and to cooperate with each other to cause this Agreement to become effective, to obtain all necessary approvals, consents, and authorizations, if any, and to execute all documents, including any necessary sign-on forms


that may be required in connection with any National Multistate Opioid Settlement, and to take such other action as may be appropriate in connection herewith.

- B. This Agreement may be executed in counterparts, each of which shall constitute one and the same document. The Parties acknowledge that facsimile or electronically transmitted signatures shall be valid for all purposes.
- C. The State of Illinois shall not be responsible for any attorney's fees or expenses payable by an LG to LPLG-Counsel or any other legal counsel and payment of all attorney's fees and expenses to LPLG-Counsel or any other legal counsel shall be made in accordance with the provisions of Exhibit A (the Administration of the LG Recovery Fund) and Exhibit A-3 (the Back-Stop Agreement).
- D. This Agreement shall be enforceable only upon execution by the Attorney General.
- E. All expenditures made by the State or LGs from funds allocated under this Agreement must comply with the provisions of applicable Settlement Agreements.
- F. Other provisions of this Agreement notwithstanding, all funds received from *In Re: Purdue Pharma L.P., et al., 19-23649 (RDD)*, shall be used only for permissible abatement purposes.
- G. This Agreement shall be considered an "intrastate allocation agreement" as that term is used in 735 ILCS 5/13-226(b)(2) and (d).
- H. This Agreement shall be considered a "Statewide Abatement Agreement" for purposes of *In Re: Purdue Pharma, L.P., et al., 19-23649*, and a "State-Subdivision Agreement" for purposes of the Distributor and Janssen Settlement Agreements.
- I. Backstop Agreement
 - a. An LPLG, in accordance with paragraph D in Exhibit A relating to Administration of the LG Recovery Fund, may separately agree to use its share of the LG Recovery Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Backstop Agreement") so long as such contingency fees do not exceed a total contingency fee of 25% of the total gross recovery of the PLG, inclusive of contingency fees from any Multistate Attorney Contingency Fee Fund and the State Backstop Agreement.
 - b. Before seeking fees or litigation costs and expenses from a State Backstop Agreement, private counsel representing a LPLG must first seek contingency fees and costs from any Attorney Contingency Fee Fund or Cost Funds created under a National Opioid Multistate Settlement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.
 - c. To effectuate a State Backstop Agreement pursuant to this section, an agreement in the form of Exhibit A-3 may be entered into by a LPLG, private counsel, and the Attorney General. The Attorney General shall, upon the request of a LPLG, execute any

agreement executed by a LPLG and its private counsel if it is in the form of Exhibit A-3. For the avoidance of doubt, this section does not require a LPLG to request or enter into a State Backstop Agreement, and no State Backstop Agreement shall impose any duty or obligation on the State of Illinois or any of its agencies or officers, including without limitation the Attorney General.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their representatives as of the dates set forth below

SIGNATURE PAGES FOLLOW

 12/30/2021

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County


ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

 12/22/2021
KIMBERLY M. FOX Date
As State’s Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State’s Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State’s Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State’s Attorney of Lake County and on behalf of Lake County


PATRICK D. KENNEALLY Date
As State’s Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State’s Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State’s Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX
As State's Attorney of Cook County and on behalf of Cook County

 12/15/2021
ROBERT B. BERLIN
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL
ILLINOIS ATTORNEY GENERRAL
On behalf of the STATE OF ILLINOIS

Date

KIMBERLY M. FOXX
As State's Attorney of Cook County and on behalf of Cook County

Date

ROBERT B. BERLIN
As State's Attorney of DuPage County and on behalf of DuPage County

Date

Jamie L. Mosser
JAMIE L. MOSSER
As State's Attorney of Kane County and on behalf of Kane County

12/22/2021

Date

ERIC RINEHART
As State's Attorney of Lake County and on behalf of Lake County

Date

PATRICK D. KENNEALLY
As State's Attorney of McHenry County and on behalf of McHenry County

Date

TOM HAINE
As State's Attorney of Madison County and on behalf of Madison County

Date

JAMES GOMRIC
As State's Attorney of St. Clair County and on behalf of St. Clair County


Date

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

 12.13.21
ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

 12/17/21
PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

 Dec. 20, 2021
TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

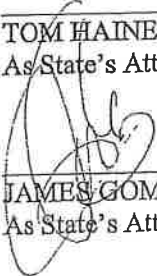
ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

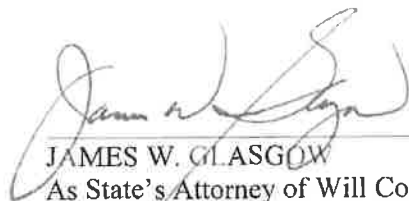
JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

 Date
JAMES GOMIC 12/14/21
As State's Attorney of St. Clair County and on behalf of St. Clair County


JAMES W. GLASGOW

DECEMBER 17, 2021

Date

As State's Attorney of Will County and on behalf of Will County

J. HANLEY

Date

As State's Attorney of Winnebago County and on behalf of Winnebago County

EXHIBIT A TO ILLINOIS OPIOID ALLOCATION AGREEMENT

ADMINISTRATION OF THE LG RECOVERY FUND

Each Original-PLG who executed the Illinois Opioid Allocation Agreement and any Subsequent-PLG who executed the Joinder to the Illinois Opioid Allocation Agreement acknowledges and agrees that all sums deposited by the Attorney General into the LG Recovery Fund shall be administered as follows:

- A. A Special Master shall be nominated by the majority of PLG votes, with each County PLG with a population of ten thousand or more residents and each other PLG with a population of thirty thousand or more residents receiving one vote for each ten thousand residents within its jurisdictional borders based upon the 2019 United States Census Population Estimate. The Special Master shall be nominated within sixty (60) days of the initial funding of the LG Recovery Fund. The person so nominated shall not be appointed Special Master unless he or she receives the written approval of the Attorney General. If the Attorney General does not approve the nomination, then the process shall repeat and the PLGs shall nominate another person to be Special Master, until a nomination is approved by the Attorney General. Such subsequent nomination shall occur within 30 days of the Attorney General declining to give written approval of the initially nominated Special Master.
- B. All costs associated with the work of the Special Master shall be paid from funds in the LG Recovery Fund prior to any distribution to counties that are PLGs or their counsel.
- C. The Special Master shall direct the Settlement Administrator and administer the LG Recovery Fund to ensure that all distributions from the LG Recovery Fund to PLGs shall be made in accordance with the relative percentages set forth in Exhibit A-1 and Exhibit A-2, except that any distribution to any county who is a Non-Participating Local Governmental Unit (the “NP-LGs”) shall be discounted by two-fifths (2/5) and such discounted amount shall be added to the pool of distributions payable to the Participating Local Governmental Units (the “PLGs”) in accordance with the same percentages set forth in Exhibit A-2.
- D. For any National Opioid Multistate Settlement with an Opioid Defendant, each such LPLG authorizes and agrees that the Special Master shall direct the Settlement Administrator to pay their LPLG-Counsel from its individual distributions from the LG Recovery Fund in accordance with the fee agreements entered into between the LPLG and LPLG-Counsel.
- E. For any National Opioid Multistate Settlement for which the Attorney General requests PLGs release their claims, the Special Master shall have the discretion to assess common benefit attorneys’ fees against distributions made to any county which is a PLG and which is not represented by LPLG-Counsel, provided any such common benefit attorneys’ fees, if any, shall be assessed on no more than forty percent (40.0%) of the total distribution made to any county PLG not represented by LPLG-Counsel, and under no circumstances shall the common benefit fee assessed by the Special Master exceed 25%. The Special Master shall be given broad discretion to assess and apportion common benefit attorneys’ fees and, absent fraud or gross misconduct, the decisions of the Special Master shall be final, binding, and not appealable. For the avoidance of doubt, nothing in this section requires the recovery by LPLG-Counsel of money in excess of their fee agreements if LPLG-Counsel receive payments from a national attorneys’ fees fund or otherwise not directly from the LG Recovery Fund. In the event that a common benefit fee is assessed against a county PLG not represented by LPLG-

Counsel, the Special Master is directed to notify the Settlement Administrator of any such assessment.

EXHIBIT A-1 TO ILLINOIS OPIOID ALLOCATION AGREEMENT
MUNICIPALITIES AND TOWNSHIPS ALLOCATION TABLE

EXHIBIT A-2 TO ILLINOIS OPIOID ALLOCATION AGREEMENT
COUNTIES ALLOCATION TABLE

EXHIBIT A-3 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

BACK-STOP AGREEMENT

At the request of [LPLG], the [LPLG], its counsel [COUNSEL], and the Attorney General are entering into this Backstop Agreement (Backstop Agreement).

The Parties acknowledge that this Agreement will apply to all National Multistate Opioid Settlement agreements which establish a multistate fund for the payment of attorney's fees and expenses (a "Multistate Contingency Fee Fund") but that payments to LPLG-Counsel from such funds will not be sufficient to pay the entirety of the fees and expenses incurred by contingency-fee counsel who have been retained by LPLGs. Therefore, consistent with Exhibit R, section I(R) of the National Multistate Opioid Settlement agreement entered into between three pharmaceutical distributors, namely, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"), the Parties agree to this Backstop Agreement.

Pursuant to this Backstop Agreement, [LPLG] may, subject to the limitations of any National Multistate Opioid Settlement, as well as any other limitations imposed by law, use funds that it receives from a National Multistate Opioid Settlement to pay a contingent fee to [COUNSEL]. Any such payment from [LPLG] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the Multistate Contingency Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 25%] of the total gross recovery of [LPLG] from the LG Recovery Fund in a National Multistate Opioid Settlement.

[COUNSEL] certify that they first sought fees and costs from the Multistate Contingency Fee Fund before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Backstop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Backstop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the Attorney General nor the State of Illinois have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [LPLG], [COUNSEL], or any other party.

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

Date

[LPLG]

Date

[COUNSEL]

Date

EXHIBIT B TO ILLINOIS OPIOID ALLOCATION AGREEMENT

APPROVED ABATEMENT PROGRAMS

EXHIBIT C TO ILLINOIS OPIOID ALLOCATION AGREEMENT

ILLINOIS ABATEMENT FUND-SEVEN SERVICE REGIONS



EXHIBIT D TO ILLINOIS OPIOID ALLOCATION AGREEMENT

JOINDER AGREEMENT

Reference is made to that Agreement attached hereto as **Exhibit 1** to this Joinder Agreement between the People of the State of Illinois and the Original-PLGs, namely: Cook County; DuPage County; Kane County; Madison County; McHenry County; Lake County; St. Clair County; Will County; and Winnebago County (the “Illinois Opioid Allocation Agreement”).

WHEREAS, the State of Illinois and the Original-PLGs entered into the Illinois Opioid Allocation Agreement to pursue their common interests and to maximize the benefits obtained for their constituents with respect to their claims against the persons and entities responsible for the opioid crisis which has ravaged Illinois communities.

WHEREAS, Illinois and the Original-PLGs have agreed to allow additional counties and municipalities to join and participate in the Illinois Opioid Allocation Agreement (such additional counties and municipalities are referred to as “Subsequent-PLGs” in the Illinois Opioid Allocation Agreement) by executing this Joinder to the Illinois Opioid Allocation Agreement and thereby become a Participating Local Government (a “PLG” as defined in the Illinois Opioid Allocation Agreement) entitled to share in the expected benefits to be derived therefrom.

NOW THEREFORE, the undersigned municipality/county hereby agrees to become a party to and be bound by and subject to the terms and conditions of the Illinois Opioid Allocation Agreement as well as to the terms and conditions of the Exhibits attached thereto which govern the administration and distribution of the LG Recovery Fund, as defined in the Illinois Opioid Allocation Agreement, amongst Illinois counties and municipalities (“LGs” as defined in the Illinois Opioid Allocation Agreement).

Dated: _____, 2021

LOCAL GOVERNMENTAL UNIT

By: _____
Its authorized representative

EXHIBIT 1 TO JOINDER AGREEMENT
COPY OF ILLINOIS OPIOID ALLOCATION AGREEMENT

EXHIBIT A-1

**State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages**

Qualifying Subdivision	Distributors Exhibit G Percentage
Addison Village	0.1789163143%
Algonquin Village	0.1102023571%
Anna City	0.0351784549%
Arlington Heights Village	0.2647476580%
Aurora City	1.1285112946%
Bartlett Village	0.1012637420%
Bedford Park Village	0.0908134228%
Belleville City	0.2800912041%
Bellwood Village	0.0636018022%
Bensenville Village	0.0698164453%
Benton City	0.0648747331%
Berkeley Village	0.0152507249%
Berwyn City	0.2349799824%
Bloomington City	0.4210280112%
Bolingbrook Village	0.3965448276%
Bridgeview Village	0.0500143261%
Broadview Village	0.0576947589%
Buffalo Grove Village	0.2068406914%
Burbank City	0.0690685990%
Calumet City	0.0970812870%
Carbondale City	0.1954958522%
Carol Stream Village	0.1407965379%
Carpentersville Village	0.1363950647%
Champaign City	0.4052254107%
Chicago City	15.6332843102%
Chicago Heights City	0.1217857439%
Chicago Ridge Village	0.0524909103%
Cicero Town	0.2786347507%
Countryside City	0.0301223625%
Crystal Lake City	0.3158354713%
Danville City	0.2559565285%
Decatur City	0.4645929351%
Dekalb City	0.1798256279%
Des Plaines City	0.2324422843%
Dolton Village	0.0603302846%

EXHIBIT A-1

**State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages**

Downers Grove Village	0.3224473331%
Elgin City	0.5305768766%
Elk Grove Village	0.1757993182%
Elmhurst City	0.2577623917%
Evanston City	0.2696457560%
Evergreen Park Village	0.0597799426%
Forest Park Village	0.0453425079%
Franklin Park Village	0.0785284649%
Galesburg City	0.1473738962%
Glendale Heights Village	0.0836866697%
Glenview Village	0.1572220054%
Granite City	0.4907786518%
Gurnee Village	0.2256865903%
Hanover Park Village	0.1439424898%
Harrisburg City	0.1363861795%
Harvey City	0.0542520318%
Harwood Heights Village	0.0264961580%
Herrin City	0.1579067080%
Hillside Village	0.0587648633%
Hodgkins Village	0.0232613539%
Hoffman Estates Village	0.1751755942%
Joliet City	0.8239848961%
Kankakee City	0.3012693137%
La Grange Park Village	0.0306665705%
Lombard Village	0.2672806655%
Lyons Township	0.0242947899%
Lyons Village	0.0362495516%
Marion City	0.3397669146%
Maywood Village	0.0867531057%
McCook Village	0.0198186268%
Melrose Park Village	0.1186181878%
Merrionette Park Village	0.0076009169%
Metropolis City	0.0947332002%
Moline City	0.2352551083%
Mount Prospect Village	0.1704792853%
Mundelein Village	0.1639685886%
Naperville City	0.7685669619%
Normal Town	0.2474856274%
North Riverside Village	0.0551815063%
Northbrook Village	0.1427173226%

EXHIBIT A-1

**State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages**

Northlake City	0.0381023667%
Oak Lawn Village	0.1589709041%
Oak Park Village	0.2093093375%
Orland Park Village	0.1051852784%
Oswego Village	0.1197866160%
Palatine Village	0.2160969641%
Palos Heights City	0.0290094105%
Palos Hills City	0.0251753281%
Park Ridge City	0.1116349061%
Pekin City	0.3387071386%
Peoria City	1.0471081247%
Plainfield Village	0.1401767830%
Posen Village	0.0146759373%
Princeton City	0.2434249044%
Quincy City	0.2800247680%
River Forest Village	0.0488586169%
River Grove Village	0.0284407118%
Riverside Village	0.0269914748%
Rock Island City	0.2048536960%
Rockford City	1.8636718830%
Romeoville Village	0.2124235372%
Schaumburg Village	0.2968023515%
Schiller Park Village	0.0601957886%
Sesser City	0.0116834244%
Skokie Village	0.1964801264%
Springfield City	0.9971442684%
St. Charles City	0.2062203953%
Stone Park Village	0.0241358032%
Streamwood Village	0.0878171213%
Streator City	0.1400665973%
Summit Village	0.0312780717%
Tinley Park Village	0.1419492253%
Urbana City	0.2112740522%
Waukegan City	0.4111769252%
West Frankfort City	0.1255886605%
Wheaton City	0.2463124635%
Wheeling Village	0.1229353643%
Woodridge Village	0.1148193756%

EXHIBIT A-2

**State of Illinois
Counties Only Percentages**

Qualifying Subdivision	Counties Only Percentage
Adams County	0.5325627744%
Alexander County	0.0431846002%
Bond County	0.1313618076%
Boone County	0.3993006496%
Brown County	0.0455436631%
Bureau County	0.2675493675%
Calhoun County	0.0374496996%
Carroll County	0.1059047501%
Cass County	0.0902574340%
Champaign County	1.5953670185%
Christian County	0.2717469407%
Clark County	0.1346384837%
Clay County	0.1009205688%
Clinton County	0.2710071787%
Coles County	0.3899340741%
Cook County	39.7070170529%
Crawford County	0.1502157232%
Cumberland County	0.0765804365%
De Witt County	0.1343763530%
Dekalb County	0.7648068692%
Douglas County	0.1396209979%
Dupage County	6.9961301825%
Edgar County	0.1369536821%
Edwards County	0.0557876634%
Effingham County	0.2745921107%
Fayette County	0.1730292191%
Ford County	0.1050766592%
Franklin County	0.3753293914%
Fulton County	0.2857420449%
Gallatin County	0.0461748227%
Greene County	0.1120932638%
Grundy County	0.4447604831%
Hamilton County	0.0586888564%
Hancock County	0.1237654700%
Hardin County	0.0525232340%
Henderson County	0.0468231560%

EXHIBIT A-2

**State of Illinois
Counties Only Percentages**

Henry County	0.3631064984%
Iroquois County	0.2340046386%
Jackson County	0.4766842676%
Jasper County	0.0729264789%
Jefferson County	0.3076865268%
Jersey County	0.2029662011%
Jo Daviess County	0.1594100240%
Johnson County	0.0934835787%
Kane County	3.7592516293%
Kankakee County	0.8907176656%
Kendall County	0.9152447008%
Knox County	0.4095413266%
Lake County	5.4323006331%
Lasalle County	1.0382633595%
Lawrence County	0.1362169504%
Lee County	0.2713491451%
Livingston County	0.3277646387%
Logan County	0.2230314720%
Macon County	0.8339920017%
Macoupin County	0.3637461000%
Madison County	2.5601663484%
Marion County	0.3444624326%
Marshall County	0.0878603767%
Mason County	0.1123492816%
Massac County	0.1236043365%
McDonough County	0.2216295193%
McHenry County	2.3995936239%
McLean County	1.3208345544%
Menard County	0.0917783576%
Mercer County	0.1144419910%
Monroe County	0.2714501969%
Montgomery County	0.2342865810%
Morgan County	0.2708645052%
Moultrie County	0.1003140855%
Ogle County	0.3811415242%
Peoria County	1.5640744904%
Perry County	0.1751336763%
Piatt County	0.1214359333%
Pike County	0.1155220743%
Pope County	0.0347091515%
Pulaski County	0.0404416607%

EXHIBIT A-2

**State of Illinois
Counties Only Percentages**

Putnam County	0.0452090528%
Randolph County	0.2879823727%
Richland County	0.1208518975%
Rock Island County	1.0782047657%
Saline County	0.2659477915%
Sangamon County	1.5850818631%
Schuyler County	0.0485294910%
Scott County	0.0349810216%
Shelby County	0.1586806535%
St Clair County	2.1366773448%
Stark County	0.0381570939%
Stephenson County	0.3550412743%
Tazewell County	1.1033013785%
Union County	0.1447352927%
Vermilion County	0.6907560341%
Wabash County	0.0923901750%
Warren County	0.1239679440%
Washington County	0.1076671021%
Wayne County	0.1225391595%
White County	0.1115911540%
Whiteside County	0.4275606484%
Will County	5.3461509816%
Williamson County	0.6715468751%
Winnebago County	2.7201669312%
Woodford County	0.3076824807%

EXHIBIT B
APPROVED ABATEMENT
PROGRAMS

List of Opioid Remediation Uses

Schedule A
Core Strategies

Priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
-

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

As used in this Schedule, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



ATTACHMENT B

WINNEBAGO COUNTY OPIOID SETTLEMENT FUNDING ALLOCATION POLICY

BACKGROUND

Winnebago County Resolution 2018 CR 014 declared that the unlawful distribution of prescription controlled substances created a public nuisance and a serious public health and safety crisis for the citizens of Winnebago County, Illinois. It further stated the County Board has expended, is expending, and will continue to expend in the future, County public funds to respond to the serious public health and safety crisis involving opioid abuse and addiction, morbidity, and mortality associated with that abuse in the County of Winnebago, Illinois.

Nationwide settlements continue to resolve Opioid litigation brought by states and local political subdivisions against pharmaceutical distributors and manufacturers. The ensuing lawsuits may result in settlements for Winnebago County, Illinois. This policy is set forth to define how future Winnebago County Opioid Settlement Funding shall be allocated. Note that prior to any potential disbursements:

- The Finance Committee will be notified upon receipt of any settlement funds.
- All applications will be brought forward to Finance Committee and County Board for *discussion* prior to Committee approval.

ELIGIBLE APPLICANTS

Eligible applicants include Winnebago County departments whose budgets were affected and continue to be affected by the opioid crisis and who may have allowable expenses per Exhibit B [may be subject to change based on agreements and/or exhibits for each potential settlement]:

- Winnebago County Administration
- Winnebago County Coroner's Office
- Winnebago County Health Department
- Winnebago County Public Defender's Office
- Winnebago County Sheriff's Office / Jail
- Winnebago County State's Attorney's Office
- River Bluff Nursing Home
- 17th Judicial Circuit Court

ALLOWABLE USES / COSTS

Funds are obligated to support opioid remediation through uses included in the list of Approved Abatement Programs attached as Exhibit B. Allowable costs may be subject to change based on agreements and/or exhibits for each potential settlement. Allowable Costs include:

- Salary
- Fringe
- Travel
- Supplies
- Up to 10 percent for direct costs associated with administering the award.
- Indirect Costs

SUB AWARDS

- To manage administrative costs, if a sub-recipient is requested, the suggested minimum is one subaward per \$100,000.00.
- Funded County department is responsible for ensuring procedures are followed per the Winnebago County Budget Policy and Winnebago County sub-recipient monitoring procedures. This includes but is not limited to:
 - Developing fiscal and data reporting using approved templates.
 - Ensuring sub-recipient fiscal and data reports are complete and accurate prior to submission to County Administration.



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: November 16, 2023
Resolution Title: Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
County Code: Not Applicable
Board Meeting Date: November 30, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$42,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: None

Background Information: The Office of the State's Attorneys Appellate Prosecutor was created to provide services to the State's Attorneys in Counties containing fewer than 3,000,000 inhabitants. The funding for the Office is funded two-thirds by the State and one-third from the respective Counties that allocate funds. The Office provides various services to the State's Attorney's Office including filing of appellate briefs for appeals, assistance in the prosecution of certain drug cases, labor negotiations, and tax objections. These services are based on the request of the State's Attorney. The allocated amount for the County is \$42,000 and is budgeted each year in the State's Attorney's budget.

Recommendation: Continue to fund the State's Attorneys Appellate Prosecutor's Program

Contract/Agreement: Invoice from the State for \$42,000

Legal Review: Request for funding submitted from the State's Attorney's Office

Follow-Up: N/A

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING COUNTY CONTRIBUTION FOR STATE'S
ATTORNEYS APPELLATE PROSECUTOR'S PROGRAM**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing fewer than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1, *et seq.* as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, in regular session, this 30th day of November, 2023, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor and designates the Office of the State's Attorneys Appellate Prosecutors as its Agent to administer the operation of the appellate offices and process said appellate court cases for the County.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of the County of Winnebago in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be

requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorneys duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED, that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the States Attorney of the County of Winnebago in the discharge of the State's Attorneys duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED, that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as Special Prosecutor in the County of Winnebago by a court having jurisdiction to do so, the County will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago, Illinois hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2024, commencing December 1, 2023 and ending November 30, 2024, by hereby appropriating the sum of \$42,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2024.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County State's Attorney and to the Director of the Office of the State's Attorneys Appellate Prosecutor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

October 23, 2023

Honorable J. Hanley
Winnebago County State's Attorney
Winnebago County Courthouse
400 W. State Street, Suite 619
Rockford, Illinois 61101

COLLECTION OF COUNTY MATCHING FUNDS December 1, 2023 - November 30, 2024

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: \$42,000

Make check payable to **State's Attorneys Appellate Prosecutor's County Fund** and remit to:

Gloria Mundy
Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR **COUNTY CONTRIBUTIONS ONLY** ... do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.

ZONING COMMITTEE



Resolution Executive Summary

Committee Date: Tuesday, November 21, 2023

Committee: Zoning

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing Execution Of A First Amendment To The Intergovernmental Cooperation Agreement For Building Inspection By And Between The County Of Winnebago, Illinois And The Village Of Cherry Valley

County Code: Section 55 ILCS 5/1-1063 of the Illinois Counties Code
2023-CR-088 IGA for Building Inspections with the Village of Cherry Valley

Board Meeting Date: Thursday, November 30, 2023

Budget Information:

Was item budgeted? NA	Appropriation Amount: \$0
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County Board approved a newer version (May 25, 2023) of an Intergovernmental Cooperation Agreement (IGA) for the Building Services (County) with the Village of Cherry Valley (Village) that previously dated back to at least November 29, 1984 (85-CR-23). This IGA for building (construction) services, updates the nearly 40-year-old Agreement by better clarifying items within it. No major changes occurred; however, one minor administrative alteration is needed to match the contracts. The Villages' version states, ...additional services performed shall be billed to the nearest 1/10 hour, whereas the County's listed as 1/4 hour. The original agreement listed 1/10 hour, therefore this will amend the latest County Agreement to the nearest 1/10 hour. The County will still retain all permit fees collected regarding this contract.

Recommendation:

Winnebago County Administration supports the continuation of this Agreement. It has been a positive relationship and provides value by the County and the Village having an interest in protecting the health, safety, and general welfare to the citizens.

Contract/Agreement:

Yes, attached.

Legal Review:

Yes

Follow-Up:

Updates or a report can be provided to the Zoning 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
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

SUBMITTED BY: ZONING COMMITTEE

2023 CR _____

**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATION AGREEMENT FOR BUILDING
INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
THE VILLAGE OF CHERRY VALLEY**

WHEREAS, on May 25, 2023, the County of Winnebago, Illinois (the “County”) and Village of Cherry Valley, Illinois (“Village”) entered into an Intergovernmental Cooperation Agreement (the “Agreement”) (2023-CR-088) to set forth an arrangement for building inspections; and

WHEREAS, the language within the Agreements approved by both public bodies conflicted in Paragraph II (B) - *County Responsibilities and Powers*, regarding how the times for services performed shall be recorded; and

WHEREAS, the County and the Village acknowledge and mutually agree that consistent with past practice, the times for services performed shall be recorded to the nearest “1/10 hour”, and not “1/4 hour.”

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Intergovernmental Cooperation Agreement for Building Inspection by and between the County of Winnebago, Illinois and the Village of Cherry Valley, in substantially the same form as that set forth in Exhibit A, attached hereto.

BE IT FURTHER RESOLVED, that 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 County Administrator, the County Finance Director, County Auditor and the Director of Development Services.

Respectfully submitted,
Zoning Committee

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

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

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF
WINNEBAGO, ILLINOIS AND THE VILLAGE OF CHERRY VALLEY**

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”) and Village of Cherry Valley, Illinois (“Village”) for building inspections. The County and the Village are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, on May 25, 2023, the County of Winnebago, Illinois (the “County”) and Village of Cherry Valley, Illinois (“Village”) entered into an Intergovernmental Cooperation Agreement (the “Agreement”) (2023-CR-088) to set forth an arrangement for building inspections; and

WHEREAS, the language within the Agreements approved by both public bodies conflicted in Paragraph II (B) - *County Responsibilities and Powers*, regarding how the times for services performed shall be recorded; and

WHEREAS, the County and the Village acknowledge and mutually agree that consistent with past practice, the times for services performed shall be recorded to the nearest “1/10 hour”, and not “1/4 hour.”

NOW THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- 1. Paragraph II (B), COUNTY RESPONSIBILITIES AND POWERS**, of the Agreement is deleted in its entirety and replaced with the following:

For additional services not performed on structures for which a valid building permit has been issued, the County shall present the Village with an itemized invoice on a quarterly basis, calculated for each hour a full-time building inspector expends in the performance of said service according to the County’s fee schedule. The County shall record these times to the nearest 1/10 hour, along with the date and the category of service performed. The County shall notify the Village in writing prior to performing any additional service under this section and, if requested, provide an estimate of the total cost which would be incurred for said additional services.

Except as modified by this Amendment, all other terms and conditions of the original Intergovernmental Cooperation Agreement for Building Inspection shall remain unchanged and in full force and effect.

IT WITNESS WHEREOF, the Parties hereto have executed this Amendment on the ____ day of _____, 2023.

COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

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

DATE: _____

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
DATE: _____

VILLAGE OF CHERRY VALLEY, ILLINOIS

ATTESTED BY:

KATHY TRIMBLE
CLERK OF THE VILLAGE OF CHERRY
VALLEY, ILLINOIS
DATE: _____

DAVID SCHROEDER
VILLAGE PRESIDENT OF THE
VILLAGE OF CHERRY VALLEY, ILLINOIS
DATE: _____



Resolution Executive Summary

Committee Date: Tuesday, November 21, 2023

Committee: Zoning

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing Execution Of A First Amendment To The Intergovernmental Cooperation Agreement For Building Inspection By And Between The County Of Winnebago, Illinois And The Village Of New Milford

County Code: Section 55 ILCS 5/1-1063 of the Illinois Counties Code
2023-CR-136 IGA for Building Inspections with the Village of New Milford

Board Meeting Date: Thursday, November 30, 2023

Budget Information:

Was item budgeted? NA	Appropriation Amount: \$0
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County Board approved a newer version (August 24, 2023) of an Intergovernmental Cooperation Agreement (IGA) for the Building Services (County) with the Village of New Milford (Village) that previously dated back to the 1980's. This IGA for building (construction) services, updates the nearly 40-year-old Agreement by better clarifying items within it. No major changes occurred; however, one minor administrative alteration is needed to match the contracts. The Villages' version states, ...additional services performed shall be billed to the nearest 1/10 hour, whereas the County's listed as 1/4 hour. The original agreement listed 1/10 hour, therefore this will amend the latest County Agreement to the nearest 1/10 hour. The County will still retain all permit fees collected regarding this contract.

Recommendation:

Winnebago County Administration supports the continuation of this Agreement. It has been a positive relationship and provides value by the County and the Village having an interest in protecting the health, safety, and general welfare to the citizens.

Contract/Agreement:

Yes, attached.

Legal Review:

Yes

Follow-Up:

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

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

SUBMITTED BY: ZONING COMMITTEE

2023 CR _____

**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATION AGREEMENT FOR BUILDING
INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
THE VILLAGE OF NEW MILFORD**

WHEREAS, on August 24, 2023, the County of Winnebago, Illinois (the “County”) and Village of New Milford, Illinois (“Village”) entered into an Intergovernmental Cooperation Agreement (the “Agreement”) (2023-CR-136) to set forth an arrangement for building inspections; and

WHEREAS, the language within the Agreements approved by both public bodies conflicted in Paragraph II (B) - *County Responsibilities and Powers*, regarding how the times for services performed shall be recorded; and

WHEREAS, the County and the Village acknowledge and mutually agree that consistent with past practice, the times for services performed shall be recorded to the nearest “1/10 hour”, and not “1/4 hour.”

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Intergovernmental Cooperation Agreement for Building Inspection by and between the County of Winnebago, Illinois and the Village of New Milford, in substantially the same form as that set forth in Exhibit A, attached hereto.

BE IT FURTHER RESOLVED, that 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 County Administrator, the County Finance Director, County Auditor and the Director of Development Services.

Respectfully submitted,
Zoning Committee

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

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

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF
WINNEBAGO, ILLINOIS AND THE VILLAGE OF NEW MILFORD**

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”) and Village of New Milford, Illinois (“Village”) for building inspections. The County and the Village are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, on August 24, 2023, the County of Winnebago, Illinois (the “County”) and Village of New Milford, Illinois (“Village”) entered into an Intergovernmental Cooperation Agreement (the “Agreement”) (2023-CR-136) to set forth an arrangement for building inspections; and

WHEREAS, the language within the Agreements approved by both public bodies conflicted in Paragraph II (B) - *County Responsibilities and Powers*, regarding how the times for services performed shall be recorded; and

WHEREAS, the County and the Village acknowledge and mutually agree that consistent with past practice, the times for services performed shall be recorded to the nearest “1/10 hour”, and not “1/4 hour.”

NOW THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- 1. Paragraph II (B), COUNTY RESPONSIBILITIES AND POWERS**, of the Agreement is deleted in its entirety and replaced with the following:

For additional services not performed on structures for which a valid building permit has been issued, the County shall present the Village with an itemized invoice on a quarterly basis, calculated for each hour a full-time building inspector expends in the performance of said service according to the County’s fee schedule. The County shall record these times to the nearest 1/10 hour, along with the date and the category of service performed. The County shall notify the Village in writing prior to performing any additional service under this section and, if requested, provide an estimate of the total cost which would be incurred for said additional services.

Except as modified by this Amendment, all other terms and conditions of the original Intergovernmental Cooperation Agreement for Building Inspection shall remain unchanged and in full force and effect.

IT WITNESS WHEREOF, the Parties hereto have executed this Amendment on the ____ day of _____, 2023.

COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

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

DATE: _____

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
DATE: _____

VILLAGE OF NEW MILFORD, ILLINOIS

ATTESTED BY:

SHARON K. BAUMGARTNER
CLERK OF THE VILLAGE OF NEW
MILFORD, ILLINOIS
DATE: _____

TIMOTHY H. OWENS
VILLAGE PRESIDENT OF THE
VILLAGE OF NEW MILFORD, ILLINOIS
DATE: _____

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

2023 CR _____

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

**RESOLUTION AUTHORIZING THE DC ESTATE WINERY (8877 STATE LINE RD,
SOUTH BELOIT, IL) BE SUBJECT TO THE JURISDICTION OF THE CITY OF
SOUTH BELOIT PURSUANT TO A PRE-ANNEXATION AGREEMENT**

WHEREAS, the DC Estate Winery, is located in unincorporated County of Winnebago, Illinois (“County”) with a common address of 8877 State Line Road, South Beloit, Illinois and P.I.N. 04-01-200-005 (“property”); and

WHEREAS, the City of South Beloit (“City”) is in the process of reviewing a pre-annexation agreement for the property and has sent a request for jurisdiction to the County; and

WHEREAS, the property is approximately 1.7 miles from the City; and

WHEREAS, Chapter 90, Article I, Section 1.3 (Applicability and Jurisdiction) of the Winnebago County Code, provides in part:

“This Ordinance shall also govern properties in the County of Winnebago that have an annexation agreement with a municipality that is more than 1.5 miles from the property, unless after receiving a request for jurisdiction from the annexing municipality, the County of Winnebago agrees, by the affirmative vote of a majority of its members, that the property covered by the annexation agreement shall be subject to the ordinances, control, and jurisdiction of the annexing municipality.”; and

WHEREAS, the Zoning Committee of the County Board for the County of Winnebago, Illinois, has reviewed the request for jurisdiction and recommends that the Winnebago County Board authorize the property be subject to the zoning ordinances, control and jurisdiction of the City upon approval of a pre-annexation agreement with the City.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago hereby authorizes the DC Estate Winery, with a common address of 8877 State Line Road, South Beloit, Illinois, be subject to the zoning ordinances, control and jurisdiction of the City of South Beloit upon approval of a pre-annexation with the City of South Beloit.

BE IT FURTHER RESOLVED, that the 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 directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Planning and Zoning Officer, County Director of Development Services and the County Board Chairman.

Respectfully Submitted,
ZONING COMMITTEE

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

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

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
November 30, 2023

Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

1. RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT FOR BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND THE VILLAGE OF CHERRY VALLEY

ZC Recommendation: TBD

2. RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT FOR BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND THE VILLAGE OF NEW MILFORD

ZC Recommendation: TBD

TO BE LAID OVER:

3. RESOLUTION AUTHORIZING THE DC ESTATE WINERY (8877 STATE LINE RD, SOUTH BELOIT, IL) BE SUBJECT TO THE JURISDICTION OF THE CITY OF SOUTH BELOIT PURSUANT TO A PRE-ANNEXATION AGREEMENT

ZC Recommendation: TBD

4. SU-01-23 A SPECIAL USE PERMIT TO ALLOW A PLACE OF WORSHIP (ON A LOT LESS THAN 5 ACRES) IN THE AG, AGRICULTURAL PRIORITY DISTRICT, requested by People of Praise, Inc, Property Owner, represented by Anthony J. Dal Pra, Attorney, for the property that is commonly known as 6730 Old River Road, Rockford, IL 61103 in Owen Township.

PIN: 07-24-352-002

C.B. District: 5

Lesa Rating: N/A

Consistent W/2030 LRMP Future Map: N/A

ZBA Recommendation: APPROVAL WITH CONDITIONS (7-0)

ZC Recommendation: TBD

-
5. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Tuesday, December 12, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, December 20, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Committee Date: Thursday, November 16, 2023

Committee: Operations & Administrative

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing The Donation Of Property Located At The Southeast Corner Intersection Of Chestnut Street And South Church Street In The City Of Rockford For Right-Of-Way Purposes To The City Of Rockford, IL

Board Meeting Date: Thursday, November 30, 2023

Budget Information:

Budgeted? No	Amount Budgeted?
If not, originally budgeted, explain the funding source? City of Rockford acquiring Right-Of-Way	
If ARPA or CIP funded, original Board approved amount? NA	
Over or Under approved amount? NA	By: \$
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes:	Descriptor:
Budget Impact?	

Background Information:

The City of Rockford (City) is requesting the acquisition of property from Winnebago County on the southeast corner of Chestnut Street and Church Street for public right-of-way (R.O.W.) purpose. They are specifically requesting 291 square feet (S.F.) for R.O.W. purposes and 1,191 square feet (S.F.) for Temporary Construction Easement (294 S.F. on Chestnut Street & 897 S.F. on Church Street). The City has tendered an offer of \$8,200 in accordance with IDOT requirements for a total of both acquisition and temporary construction easement, however the County is donating the premise for governmental collaboration, which is a common practice among local jurisdictions for this type of item. Winnebago County acquired the Chestnut & Church Parking Lot in March of 2022 (2022-CR-024, 2022-CO-029). It was formerly leased by Winnebago County since 2014 until the purchase in 2022.

Recommendation:

Administration supports intergovernmental relationships that support public interest, which this does both.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board has.

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**

2023 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**RESOLUTION AUTHORIZING THE DONATION OF PROPERTY LOCATED AT THE
SOUTHEAST CORNER INTERSECTION OF CHESTNUT STREET AND SOUTH
CHURCH STREET IN THE CITY OF ROCKFORD FOR RIGHT-OF-WAY PURPOSES
TO THE CITY OF ROCKFORD, IL**

WHEREAS, the County of Winnebago, Illinois (County) is the fee simple owner of property located at 310 S. Church Street and described as Parcel No. 11-22-479-009 on the attached survey, Exhibit A; and

WHEREAS, the City of Rockford, Illinois (City) desires to acquire the above-described premises for proposed Right-of-Way use (291 square feet) and a temporary construction easement (1,191 square feet) at the intersection of Chestnut Street and South Church Street in the City of Rockford, more specifically the southeast corner of said intersection; and

WHEREAS, the City has made an offer of eight thousand two hundred dollars (\$8,200.00) for the above-described property for its Church Street & Main Street Two-Way Conversion project, however the property may be donated if desired by the Winnebago County Board; and

WHEREAS, said property is not needed by the County, nor would this effect the parking lot operations; and

WHEREAS, the Operations and Administrative Committee of the County Board of the County of Winnebago, Illinois, having conferred with the County Administration, has determined that it is in the best interests of the County to convey to the City said property.

THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Parcel No. 11-22-479-009 on the attached Exhibit A, specifically located at the southeast corner intersection of Chestnut Street and South Church Street in the City of Rockford be donated to the City of Rockford, Illinois for Right-of-Way use (291 square feet) and a temporary construction easement (1,191 square feet).

BE IT FURTHER RESOLVED, that the Winnebago County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, Illinois to execute all the documents necessary and approved by the Winnebago County State's Attorney's Office to effectuate the donation of said property, as shown on Exhibit A, to the City of Rockford, Illinois.

BE IT FURTHER RESOLVED, that the 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 directed to prepare and deliver certified copies of this Resolution to the Director of Development Services, County Highway Engineer, Director of Purchasing, Finance Director, County Administrator and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

Agree

Disagree

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd

Valerie Hanserd

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

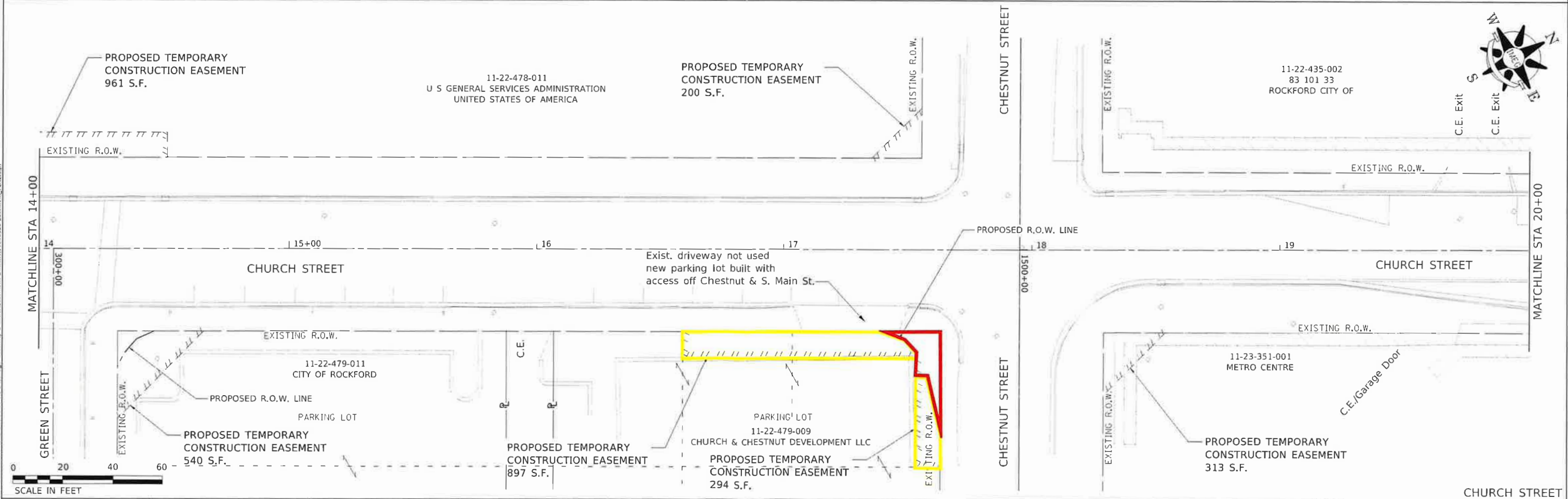
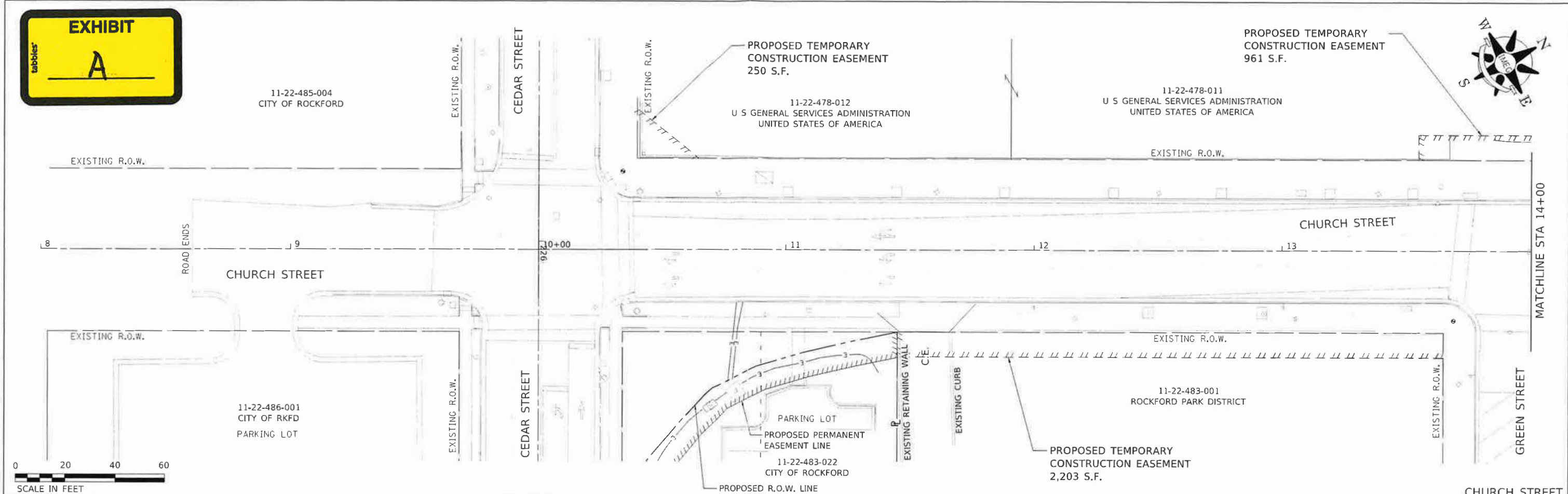
Michael Thompson

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

ATTESTED BY:

Joseph 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



MODEL: US0001
 FILE NAME: G:\7018\19000323\007\240-B01\Folder\DMCAD_Site\Exhibit\Exhibit\19000323-Exhibit_PLA2.dwg
 120 S FIRST STREET
 ROCKFORD, IL 61104
 PH: 815.965.6400
 FAX: 815.965.6416
 www.imegcorp.com



USER NAME = Mmc, J.Luke	DESIGNED = SDESIGNEDS	REVISED = SREVISION1S
DRAWN = SDRAWNS	REVISED = SREVISION2S	
CHECKED = SCHECKEDS	REVISED = SREVISION3S	
PLOT SCALE = 20,0000' = 1"	DATE = SDATE	REVISED = SREVISION4S
PLOT DATE = 5/22/2023		



CHURCH STREET EASEMENT EXHIBIT				
F.A.P. RTE. 734	SECTION 22-00662-00-RS	COUNTY WINNEBAGO	TOTAL SHEETS	SHEET NO.
SCALE: 1" = 20'			SHEET 2 OF 12 SHEETS STA. 8+00 TO STA. 20+00	

CONTRACT NO.	ILLINOIS FED AID PROJECT
--------------	--------------------------

ROW: Southeast Corner of Church Street & Chestnut Street



Legend

Tax Parcels

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 40 feet





Authorized City of Rockford, IL Representative

DELIVERED VIA REGISTERED MAIL

Date: September 22, 2023

Owner: County of Winnebago
Attn: Patrick J. Thompson
Address: 404 Elm Street
Rockford, IL 61101

Re: Introduction and Offer Package Letter

Project Name: Church Street & Main Street Two-Way Conversion
Route: FAP RTE 742
Section: 22-00662-00-RS
Parcel No.: 003/03

Dear Property Owner:

Our firm has been retained by the City of Rockford to acquire the necessary Right of Way and Temporary Construction Easement for the Church Street & Main Street Two-Way Conversion project and I have been assigned as the representative of the City of Rockford to assist you through this process.

In order to accomplish this project and its planned improvements, it will be necessary for the City of Rockford to acquire the following property rights:

- 291 square feet of Right of Way
- 1,191 square feet of Temporary Construction Easement

The City of Rockford is prepared to offer you **\$8,200.00** for this right of way and temporary construction easement. To establish the amount of this offer, the value of \$8,200.00 was determined by an appraiser using standard appraisal methods, and in accordance with the Uniform Act (49 CFR, Part 24) and USPAP Standards.

To assist you in the evaluation of the Offer to Purchase and to prepare for the completion of this transaction; I have also enclosed the following:

1. **Disclosure of Representation** – to be signed and returned by the property owner.
2. The **"Offer to Purchase"** letter with 30 and 90 day notices.
3. **Basis of Computing Total Compensation and Offer to Purchase**
4. **Appraisal and Review Appraisal** prepared by T Engineering.
5. **Donation of Property Form** - to be completed by property owner.
6. **Conveyance Documents** including Right of Way and Temporary Construction Easement Plats and legal descriptions prepared by a Licensed Land Surveyor.

TO: County of Winnebago
DATE: September 22, 2023

IMEG #19000323.00
Page 2 of 2

7. **W9 - Request for Taxpayer Identification Number and Certification form** - to be completed by property owner (required for payment).

To further assist you in this process and to provide additional information, today I have included:

1. Booklet - **"A Landowner's Guide to Land Acquisition by the Illinois Department of Transportation and Eminent Domain"**
2. Booklet - **"Highway Improvements and Property Rights"**
3. Copy of plan sheets showing subject property with the affected areas marked as follows: ROW area marked in red; and temporary construction easements marked as yellow.

You have the right to hire your own appraiser, provide your own appraisal, or supply your own value documentation at your own expense. Submitting an alternative appraisal value is no guarantee that the offer amount will change, however all information will be provided to the City for prompt review. If you are planning on providing your own appraisal, please advise me right away.

Please contact me at 309-283-1612 or chad.e.johnson@imegcorp.com to schedule a meeting to discuss.

It is our sincere hope that the enclosed material and our future discussions will provide the foundation for a mutually agreeable settlement of this transaction. Thank you for your consideration.

Sincerely,

IMEG



Chad E. Johnson, PLS, SR/WA
Right of Way Negotiator

CEJ/

Enclosures

CC: Walter Koch, Gina Trimarco, Corey Stout (letter only)

G:\2018\18000211.00\Deliverables-Interim\Land Acquisition\Base Doc EM\01 Parcel X Intro-Offer Letter to Owner.docx





Project Name: Church Street & Main Street Two-Way Conversion
Route: FAP RTE 742
Section: 22-00662-00-RS
Parcel No.: 003/03

DISCLOSURE OF REPRESENTATION

IMEG represents the City of Rockford, Illinois in this transaction and Chad E. Johnson, PLS, SR/WA has been assigned to this project.

By signing below, Seller confirms that written disclosure of representation was provided to them before signing of the transaction document.

By: _____
Print Name:

Date: _____



September 22, 2023

Project Name: Church Street & Main Street Two-Way Conversion
Route: FAP RTE 742
Section: 22-00662-00-RS
Parcel No.: 003/03

**OFFER TO PURCHASE
AND NOTICE OF EARLIEST MOVE DATE**


County of Winnebago
Patrick J. Thompson
404 Elm Street
Rockford, IL 61201

Pursuant to Federal and State regulations, the City of Rockford presents to you the pamphlet "Highways Improvement and Property Rights" and submits an offer of \$8,200.00, which represents the adjusted approved appraisal of the right of way and temporary construction easement needed from your property at 310 S. Church Street, Rockford, IL.

You will not be required to move from your dwelling or to move your business, farm, non-profit organization, or personal property sooner than 90 days from the date of this notice. If you must move from your dwelling, this notice is based on a potential replacement property currently available to you. If no property is shown on the accompanying "Offer of Relocation Assistance," you will not have to move any sooner than (N/A) which is at least 90 days after information on a currently available property is provided to you.

If you must move, or move your personal property from your property, you will receive written notice at least 30 days prior to the specific date by when you must move. The 30-day written notice will not be issued until you have received payment from the purchaser as agreed or until the money has been deposited by the purchaser as prescribed by law.

You and the purchaser may agree to a date by when you will move which varies from the possible dates discussed in the previous paragraphs. If such an agreement is reached, it will be specified in the contract that you sign with the purchaser, and your agreement will constitute a waiver of the provisions of this notice.

By 
Chad E. Johnson, PLS, SR/WA
Right of Way Negotiator

**Basis for Computing
Total Approved Compensation
and Offer to Purchase**

Route: FAP RTE 742
Section: 22-00662-00-RS
County: Winnebago

Project: Church Street & Main Street
Job No. _____
Parcel: 003/03

Owner(s) of Real Property: County of Winnebago
404 Elm Street, Rockford, IL 61101

Location of Property: 310 S. Church Street
Rockford, IL 61101

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as Right of Way, or Temporary Construction Easement for the proposed improvement of the Church Street & Main Street Two-Way Conversion. The legal descriptions of the parcels to be acquired are found on the attached instruments of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 24,514 sq. ft., more or less

Highest and best use: Parking Lot

2. Land to be Acquired in Fee Simple:

New right of way 291 sq. ft.

Existing right of way (when applicable) 0 sq. ft.

Total right of way 291 sq. ft.

3. Improvements and/or Fixtures to be Acquired:

NA

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the <u>291</u> sq. ft. to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition.	<u>\$3,200</u>
Damage to the remaining property as a result of the acquisition (if any).	<u>\$0</u>
Total compensation for permanent right of way acquired in fee simple.	<u>\$3,200</u>
Less cost of construction to be offset against total compensation.	<u>\$0</u>
Net compensation	<u>\$3,200</u>

Benefits in the amount of \$0 have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements- <u>0</u> for <u>0</u> sq. ft. (state purpose)	<u>\$0</u>
Temporary Easements- <u>1,191</u> for <u>construction</u> sq. ft. (state purpose)	<u>\$5,000</u>
Total compensation for easements (when applicable)	<u>\$5,000</u>

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5) \$8,200

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

NA

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
<u>NA</u>	<u>\$0</u>
	<u>\$0</u>

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway.

On behalf of the City of Rockford, and as outlined in the above summary, I hereby offer you the sum of \$8,200 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

If the above offer is over \$250,000.00, it is contingent on the City of Rockford adhering to 30 ILCS 105/9.02 which requires specific contracting authority for all procurement contracts in the amount of \$250,000.00 or more.


Negotiator


Date



Appraisal Review Certification

Route FAP Route 742
Section 22-00662-00-RS
County Winnebago

Project N/A
Job No. N/A
Parcel 003/3 Unit --

[X] Original [] Supplemental [] Complex [X] Non-Complex [] Value Finding

Is the remainder property an uneconomic remnant? [] Yes [X] No

The attached [X] Appraisal Report [] Restricted Appraisal Report submitted by Keith T. Tadrowski has been reviewed by the undersigned. In accordance with 49 CFR 24.104, the attached appraisal meets one of the following categories:

- [] Not Accepted - Provide reasoning for non-acceptance.
[] Accepted - Meets all requirements, but is not selected.
[X] Recommended - Meets all requirements and is selected as basis for acquisition purposes.

The conclusions of value for the subject property as of August 9, 2023 are as follows:

Table with 2 columns: Description and Value. Rows include Fair Market Value of Whole Property (N/A), Fair Market Value of Property Taken (\$3,200), Fair Market Value of Remainder as Part of the Whole Property Before Taking (N/A), Fair Market Value of Remainder After Taking as will be Affected by Contemplated Improvement (N/A), Damage to Remainder (\$0), Compensation for Permanent Easement(s) (N/A), Compensation for Temporary Easement(s) (\$5,000), Excess Land to be Acquired (N/A), and Total Compensation (\$8,200).

Signature of Review Appraiser
Review Appraiser

09/05/2023
Date

Certified General Real Estate Appraiser
Type of License

553.000624
License Number

9/30/2023
Expiration Date

Approved: [Signature]
Regional Engineer
City of Rockford

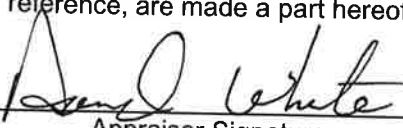
Date

REVIEW APPRAISER CERTIFICATION

The undersigned hereby certifies:

1. That on 08/16/2023, I completed a visual inspection of the property and comparable sales selected. On Value Finding reports only with no permanent damages, a desk review of the attached appraisal is acceptable and is based upon information contained in the appraisal. I have analyzed the information and documented my conclusion in the attached appraisal review. I am / I am not aware of any additional sales data or additional information that may impact the value of the subject property.
2. That I have no direct or indirect present or contemplated future interest in the property described therein or in any benefit from the acquisition, and I have no personal interest or bias with respect to the parties involved.
3. That the facts and data reported by the review appraiser and used in the review process are based on that information provided by the author of the attached appraisal report and any specialty reports, and that this information is considered true and correct. No one has provided significant professional assistance to the person signing this review report. (If there are exceptions, the name of the individual(s) providing appraisal review assistance must be stated.)
4. That the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions. I have no bias with respect to the property that is the subject of this review or the parties involved.
5. That my determination has been reached independently based on the appraisal without any collusion or direction, and my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report. This review report is based on the data and information provided in the actual appraisal report and any specialty reports used therein.
6. That my analyses, opinions, and conclusions were developed and this review report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, the Uniform Act, and 49 CFR 24.104 and are based on the scope of work described herein.
7. That I have given consideration in this review to the value of the part taken, and damages and/or benefits to the remainder, if any, to the extent allowed under Illinois statutes; and that as near as can be determined non-compensable items of damage under Illinois law have not been included in the appraisal.
8. In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for this appraisal report.
9. I have performed other services, as a review appraiser, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
10. My engagement in this assignment and my compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
11. Statement supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Appraiser Name: David White
License Type: Certified General Real Estate Appraiser


Appraiser Signature
IL License # 553.000624 Expires: 9/30/2023

APPRAISAL REVIEW REPORT: In accordance with 49 CFR 24.104 and USPAP Standards Rule 3, a review appraiser will prepare an appraisal review report to support the approved value selected for the use as the basis for acquisition purposes. This report shall contain the following information, either in a simple format or a more complex format as required for the review assignment: 1) scope of work being reviewed and the scope of work of the review assignment; 2) examination of the presentation and analysis of the appraisal report and the development of an opinion as to completeness, adequacy, appropriateness of appraisal methods and techniques used; 3) identification of client, intended use and intended user(s); 4) identification of any damages or benefits to any remaining property identified in the appraisal; and 5) a signed certification (Page 2 of this Appraisal Review Certification).

Subject of the review assignment: Parcel 003/3

Date of the review: 09/05/2023

Property interest to be acquired: Fee Taking Dedication/Perpetual Easement
 Permanent Easement Temporary Easement
 Other

Date of work under review: 08/31/2023

Effective date of the opinion or conclusion of the work under review: 08/09/2023

Appraiser(s) who completed work being reviewed: Keith T. Tadrowski

Describe the scope of work performed in this appraisal review report as required in 49 CFR 24.104 and USPAP Scope of Work Rule.

Scope of Work Performed by the Reviewer includes: Check for mathematical, typographical and factual errors; Analyze the adequacy and quality of supporting data; Review the methods and techniques applied; Analyze the soundness of the reasoning and conclusions; Perform a personal inspection of the subject property and comparable sales if required; This review has considered and includes all known pertinent information in arriving at a final conclusion of value.

The report has been reviewed to determine if the appraiser has complied with the required IDOT standards in accordance with 49 CFR 24.104 and the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). My report is intended to comply with the requirements of Standard 3 and is prepared on this form as developed and required by IDOT.

In the event that I have completed my own independent research of the subject property and any additional information and data or I have documented the attached appraisal, this will be so stated in the accompanying review appraisal report. Otherwise, this review has been based on only the data and information provided by the appraiser of record for the appraisal report.

If I have disagreed with any of the appraiser's conclusions, the basis for opinion are explained and supported as part of this review report. The appraiser's report that has been reviewed is attached and considered part of this review report. Unless noted otherwise, I have accepted the factual data reported by the appraiser.

My client is the City of Rockford. The intended user of the report is the City of Rockford, and its assigns; no other users are intended. I was retained by "T" Engineering Services, acting as an agent for the City of Rockford.

The purpose of the report is to develop an opinion as to the completeness, adequacy, appropriateness of appraisal methods and techniques used by the appraiser to develop and report the value opinions. The report conclusions are to be used as the basis for acquiring the needed rights for the proposed road improvement project.

Conclusions: I do agree with the opinions and conclusions provided by the appraiser in the attached report. The report complies with the required IDOT standards in accordance with 49 CFR 24.104 and the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).



Appraisal Report

Route: FAP Route 734 (Church Street)
 Section: 22-00662-00-RS
 County: Winnebago

Limits: ---
 Job No.: ---
 Parcel: 003/3 Unit: N/A

Take: Whole Partial Other
 Appraisal Sequence: Original Supplemental 2 temporary easements

- Attached is a Non-Complex Appraisal per IDOT's Land Acquisition Policies and Procedure Manual.
- Location and Address: Southeast corner of Church Street and Chestnut Street, Rockford, Illinois 61101; 310 S. Church Street, Rockford, IL 61101
- Identification: See attached plat; PIN is 11-22-479-002, -003, & -009; Lots 1, 2, & 3 in Block 16
- Present Owner's Name: County of Winnebago, 404 Elm Street, Rockford, Illinois 61101
- Tenant's or Lessee's Name: Owner occupied
- Person Interviewed No response to letter sent 7. Interviewed By N/A
- Farmland Preservation Act (pertains to fee takings and permanent easements)
 CL OC HL PL FL FS RL OL N/A
- Present Use: Parking Lot Highest and Best Use:
 Zoning: C-4 SUP, Urban Mixed-Use District w/ Special Use Permit (Rockford)
 Before Taking: Parking Lot
 After Taking: Parking Lot

10. Area of Whole Property

Total Area to be Acquired in Fee Simple Title:
 Area to be Acquired by New Dedication
 Area Acquired by Previous Dedication
 Area to be Acquired for Additional R.O.W.
 Area to be Acquired by Permanent Easement
 Area to be Acquired by Temporary Easement: TE-A=897 sq.ft.; TE-B=294 sq.ft.
 Area of Remainder

Acres	Sq. Ft.
*0.563	*24,514
0.007	291
0	0
0	0
0.007	291
0	0
0.027	1,191
0.556	24,223

*Per the Winnebago GIS; the area of the whole on the parcel plat is only of PIN 11-22-479-009 and is incorrect

11. Final Conclusion of Value

Effective Date of Appraisal August 9, 2023

Fair Market Value of Whole Property \$ N/A

For Partial Takings Include the Following

Fair Market Value of property taken (including Improvements) as part of the whole.	\$	3,200
Fair Market Value of remainder as part of the whole before taking.	\$	N/A
Fair Market Value of remainder after the taking as will be affected by contemplated improvements	\$	N/A
Damage to Remainder	\$	0
Compensation for Permanent Easement(s)	\$	N/A
Compensation for Temporary Easement(s)	\$	5,000
Total Compensation	\$	8,200

Date of Report: August 31, 2023

Type of License State Certified General Real Estate Appraiser

Lic. No. 553.001238 Exp. Date 9/30/2023

Signature of Appraiser - Keith T. Tadrowski

Definition of Fair Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the part taken (Illinois Pattern Jury Instructions).

In the event of a partial acquisition where there is a remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after the taking.

Property History: Has the subject sold in the past five years or is listed for sale? Yes No
 If yes, an analysis of the recent sale and/or current listing is summarized as follows:

The property sold on March 28, 2022 for \$1,135,600 or \$46.32 per square foot of land area as an improved parking lot. The seller was Church & Chestnut Development, LLC, the buyer was County of Winnebago, the instrument was a Warranty Deed, and the document number was 2022010140. The property was purchased by the tenant. See Comparable Sale No. V-10 (in the Comparable Sales Book) for further details of this sale.

This sale was not considered an arm's-length transaction and it has not been considered in this analysis. The tenant was renting the property at above market rent and the property sold for substantially over market value.

The site is presently improved with an asphalt paved parking lot with 68 spaces. In 2014, the buyer, Winnebago County Board entered into a 15-year lease with Church and Chestnut Development (the seller), a group managed partly by former Winnebago County Sheriff Don Garsparini. At the time of its sale in 2022, the lease rate had risen to \$7,540.91/year (see details below). At the time the lease was entered in 2014, demand for parking was very high in the area due to that there were reportedly structural problems with the 40-year old Church Street parking garage (adjacent to the northwest) and ±400 parking spaces were lost temporarily; it is the appraiser's opinion that the County entered into an above market rent lease due to the high demand at this time. The parking garage was renovated in 2017 with new structural supports.

In 2012, the Board had previously agreed to buy the property for \$950,000 and had put down a \$200,000 deposit; this purchase price included the seller tearing down the existing restaurant and building the parking lot. An appraisal of the subject property in 2012 was only at \$175,000. The lease information is detailed below:

LEASE SUMMARY	
LEASE TYPE	NN
ORIGINAL LEASE TERM	15 Years
LEASE EXPIRATION DATE	Dec-2028
LEASE TERM REMAINING	Seven (7) Years
RENTAL INCREASES	3% annual increases
TAXES, CAM & INSURANCE	Tenant responsible for snow, annual sealing, pavement maintenance, landscaping, sweeping, striping, utilities/lighting, insurance.
OWNER'S OBLIGATIONS	Real estate taxes.

RENT SCHEDULE				
LEASE YEAR	BASE RENT/MONTH	BASE RENT SF/MONTH (Lot SF)	BASE RENT/YEAR	BASE RENT SF/YEAR (Lot SF)
2022	\$7,540.91	\$0.32 SF	\$90,490.91	\$3.89 SF
2023	\$7,767.14	\$0.33 SF	\$93,205.64	\$4.01 SF
2024	\$8,000.15	\$0.34 SF	\$96,001.80	\$4.13 SF
2025	\$8,240.15	\$0.35 SF	\$98,881.86	\$4.25 SF
2026	\$8,487.36	\$0.37 SF	\$101,848.31	\$4.38 SF
2027	\$8,741.98	\$0.38 SF	\$104,903.76	\$4.51 SF
2028	\$9,004.24	\$0.39 SF	\$108,050.88	\$4.65 SF

Property Interest To Be Appraised: Fee Simple

Leased Fee Estate

Property Interest To Be Acquired:

Fee Simple Permanent Easement

Temporary Easement Other:

Dedication/Perpetual Easement

None of the Above: *This is appraisal is for the disposal or excess land and/or other rights
If applicable, the disposition/release of right is described as follows:*

USPAP Reporting Option (as defined by USPAP SR 2-2): Appraisal Report Restricted Appraisal Report

Type of Appraisal (per IDOT's Land Acquisition Policies and Procedure Manual):

Non-Complex: Appraisal report "meets minimum requirements consistent with commonly accepted Federal and federally-assisted program appraisal practices for those acquisition, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation.

Complex: Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation.

Client: City of Rockford

Intended User: The intended uses of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report.

Intended Use: The intended uses of this appraisal report is for acquisition disposition of right of way by the Client. This report is not intended for any other use.

Authorization: The following person contacted the appraiser to provide the appraisal service:
Chad E. Johnson, Principal – Land Surveying / Land Acquisition, IMEG Corp.
acting as an agent for the City of Rockford

PURPOSE OF VALUATION:

The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to the property owner by reason of the taking.

The purpose of this valuation is to arrive at an opinion of the fair market rental value of the subject land parcel and/or other rights to be disposed by the State of Illinois, Department of Transportation.

Assignment Conditions: Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. Assignment conditions applicable to the appraisal assignment are summarized below.

- The Client requires this appraisal assignment to comply with the following standards, laws, regulations, and policies:
- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
 - the Uniform Standards of Professional Appraisal Practice (USPAP), and
 - the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Furthermore, the Client requires this appraisal to be prepared in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way. No portion of the value assigned to such property shall consist of items which are non-compensable under the established laws of Illinois.

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal.

Scope of Work: Summarize the steps/process employed to develop the appraisal report, as required in 49 CFR Part 24, and the Uniform Standards of Professional Appraisal Practices and Advisory Opinions/(USPAP).

The amount and type of information researched and the analysis applied in an assignment includes, but is not limited to 1) the extent to which the property is inspected or identified; 2) extent of inspection and description of neighborhood and proposed project area; 3) the extent of research into physical or economic factors that could affect the property; 4) the extent of data researched; and 4) the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work also needs to explain the various approaches utilized and the reasons for why any particular approach was not used.

In accordance with instructions from our client, this assignment is full scope in nature, consisting of:

1. Making a personal inspection of the property, which is the subject of this valuation.
2. Making an inspection of the immediate subject area, including an exterior inspection of the adjacent and proximately located properties.
3. Completing a search of the documents recorded against the subject property to ascertain any changes in fee ownership during the five-year period prior to the date of value.
4. Completing an investigation of public documents affecting the subject property, i.e. real estate tax assessment and taxes, zoning classification, tax maps, etc.
5. Review of flood maps of the immediate area.
6. Completing an investigation and analysis of the market to obtain sales of properties considered to be comparable to the subject property with which to establish a basis for rendering a value estimate for the subject property.
7. Inspection, verification, and documentation of comparable sales data.
8. Rendering an opinion of the highest and best use of the subject property as of the date of value.
9. Completing an analysis of the land value of the subject property based upon the Sales Approach.
10. Completing an analysis of the part taken being acquired and any indicated damages.
11. Completing an analysis of the two temporary easements.

The Income and Cost Approaches were not considered because only the underlying land is being appraised and a valuation of the whole property is outside the scope of this appraisal. This appraisal is no less reliable without a valuation of the whole.

Unless otherwise stated, this appraisal is subject to the following conditions:

1. This is an Appraisal Report as defined by the Uniform Standards of Appraisal Practice (USPAP). Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion in this report is specific to the needs of the client, and to the intended use as stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise of engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither shall any part of the contents of this report (especially any conclusion as to value, the identity of the appraiser, or the firm with which the appraiser is connected) be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The Americans with Disabilities Act (ADA became effective January 26, 1992). The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this, this analysis does not consider possible compliance with the requirements of the ADA in estimating the value of the property.

Owner Contact/Interview: Summarize the appraiser's contact/interview with the property owner. The property owner (or the owner's designated representative) must be provided the opportunity to accompany the appraiser during the appraiser's inspection of the subject property (49 CFR Part 24.102).

Name of the property owner (or designated representative) who was offered an opportunity to accompany the appraiser:
County of Winnebago

The method use to contact the property owner included:
(check all that apply):

- Personal Contact
- Telephone
- Letter
- Other (Explain:)

The invitation to the property owner:

- was accepted
- was declined
- did not receive a response
- Other (Explain:)

The appraiser personally inspected the property on the following dates: 4-25-23 & 8-9-23

There was no response to the letter sent.

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	4-25-23
Photograph By:	Keith T. Tadrowski
Camera Facing:	Southeast
Description:	Subject Property



Date of Photograph:	4-25-23
Photograph By:	Keith T. Tadrowski
Camera Facing:	West
Description:	Part Taken

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

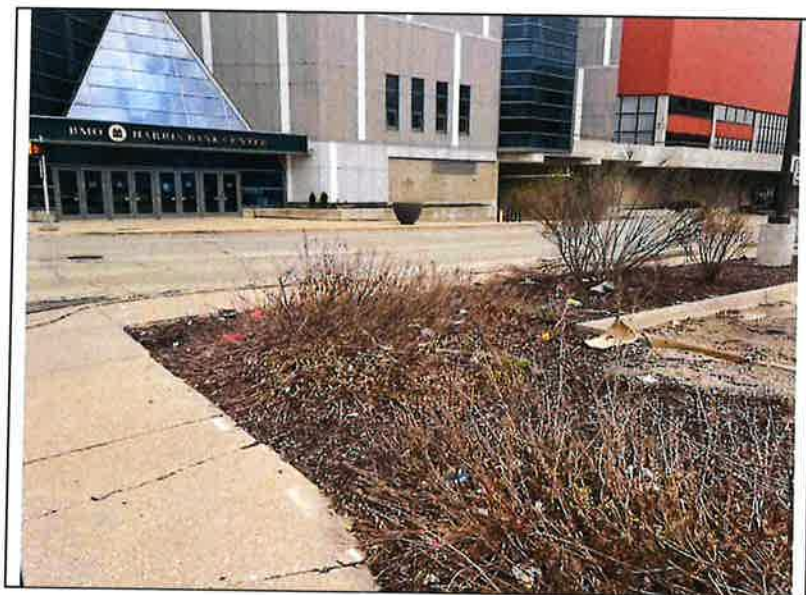


Date of Photograph: 4-25-23

Photograph By: Keith T. Tadrowski

Camera Facing: South

Description: Part Taken and Temporary Easement A



Date of Photograph: 4-25-23

Photograph By: Keith T. Tadrowski

Camera Facing: Northeast

Description: Part Taken and Temporary Easement B

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.

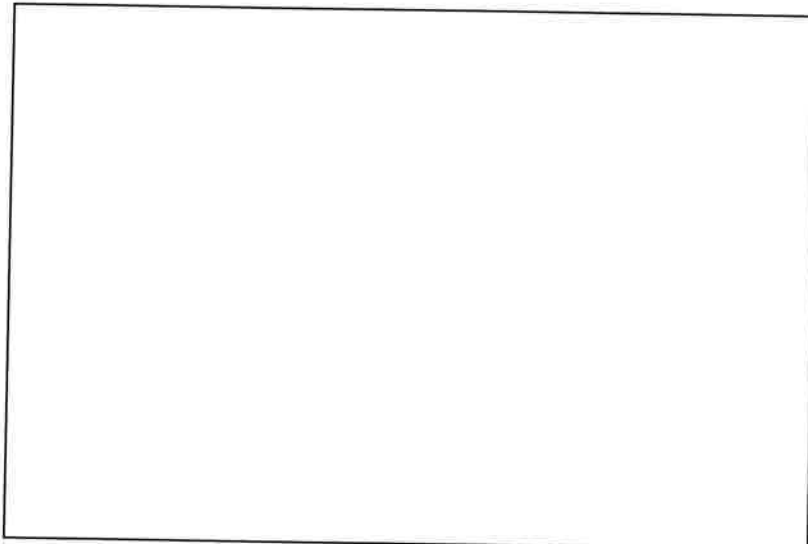


Date of Photograph: 4-25-23

Photograph By: Keith T. Tadrowski

Camera Facing: Northeast

Description: Part Taken and Temporary Easement B



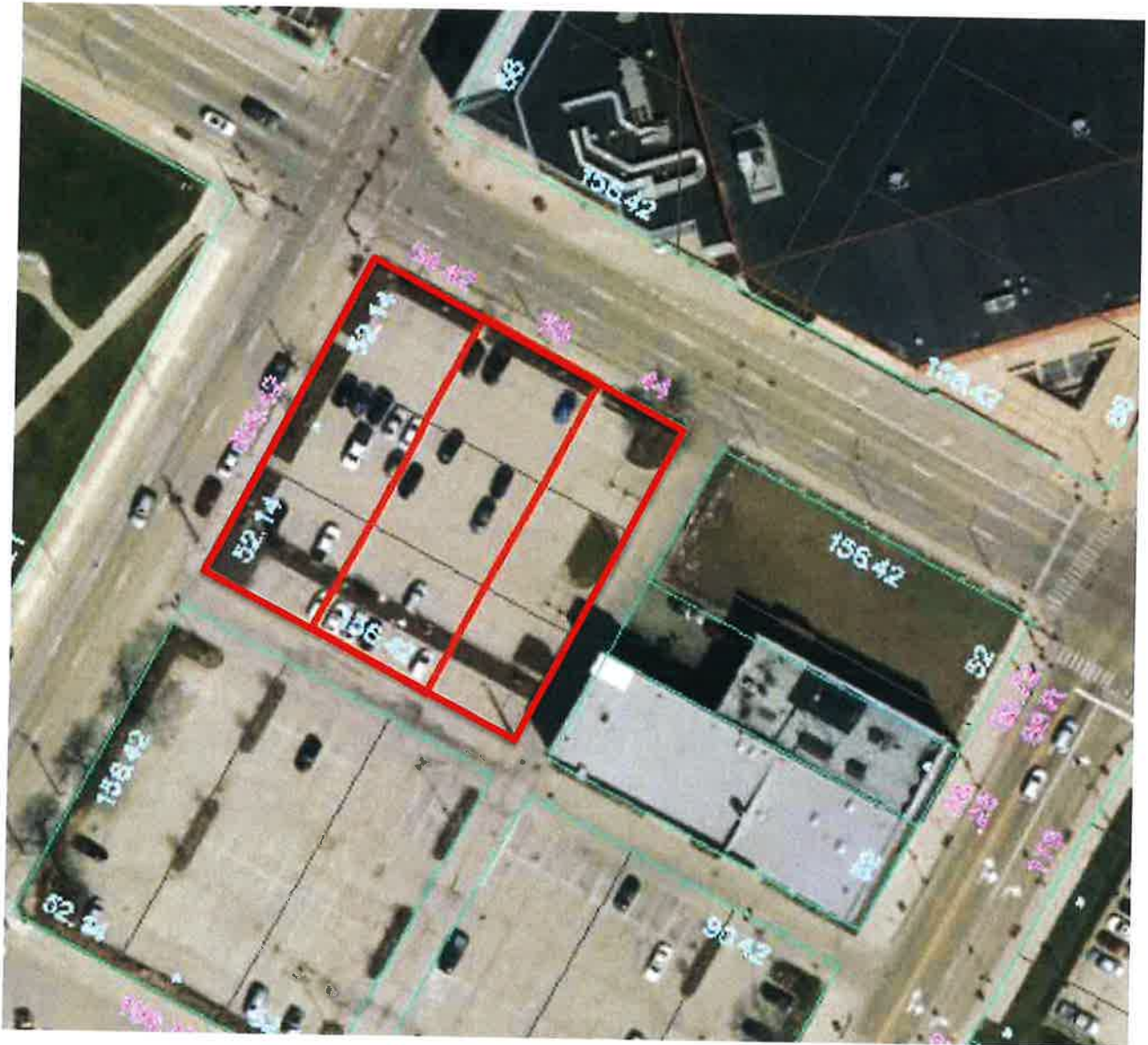
Date of Photograph:

Photograph By:

Camera Facing:

Description:

Aerial Photo of Subject Property
(Subject is outlined in red)



DESCRIPTIVE ANALYSIS OF WHOLE PROPERTY: Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning.

Neighborhood Data

Rockford is a city in Winnebago County, Illinois, United States. Located in the far northern part of the state on the banks of the Rock River, Rockford is the county seat of Winnebago County. The largest city in Illinois outside of the Chicago metropolitan area, Rockford is the fifth-largest city in the state and the 171st most populous in the United States. In the 2020 census, Rockford had a population of 148,655 anchoring the Greater Rockford Metropolitan Area with a population of 348,360. The Rockford region is home to four separate tier-one Aerospace companies and is the largest center of aerospace production in Illinois and ranks number six in the US for aerospace production. Rockford is also home to three major public and private universities including Rock Valley College, Rasmussen College-Illinois, and Rockford University.

The subject is located in the south end of the downtown Rockford neighborhood to the west of Rock River. The BMO Harris Bank Center is located across the street to the north; it is a multi-purpose arena with a capacity of 5,895 seats. A new 33-unit multi-story residential building (301 S. Main Street) is located adjacent to the east along with two two-story mixed-use buildings. The Winnebago County government building and attached concourse parking garage is located across the street to the northwest. The United States Courthouse (Northern District of Illinois) is across the street to the west. A parking lot is located to the south.

Site Data

The subject site is square in shape with 156.42 feet of frontage on Chestnut Street and 156.42 feet of frontage on Church Street according to the Winnebago County GIS; these dimensions are assumed to be correct. It has an area of 24,514 square feet according to the Winnebago County GIS.

All utilities are available in the area including municipal sewer and water.

No soil tests were supplied to the appraiser. It is assumed that subsoil conditions are adequate to support typical improvements as no signs to the contrary were noted such as obvious settling, foundation or exterior wall cracks, etc. on adjacent improvements.

A public alley runs along the property to the east and to the south. Access is via two driveways on the public alley which runs north-south along the subject's east property line and via a large open driveway along the alley along the south property line. There are remnants of a former driveway on Church Street which no longer extend into the site.

Topography of the site is generally level and at street grade. According to the local FEMA map (Panel No. 17201C0263E dated 2/17/2016), none of the site is classified as floodplain. According to the US Fish & Wildlife Service wetlands mapper, none of the subject is classified as wetlands.

Zoning Data

The subject is zoned C-4 SUP, Urban Mixed-Use District with a Special Use Permit in incorporated Rockford, Illinois. According to the Rockford Zoning Ordinance, the purpose of this district is:

- "to maintain and promote a compact, pedestrian-oriented, mixed-use district with a diverse mix of residential, office, business, government, cultural, and entertainment uses."
- promote a walkable environment by protecting those streets with "intact" streetwalls;
- encourage residential living environments that provide a broad range of housing types such as lofts, town homes, and condominiums;
- promote these districts as viable and vital residential areas by permitting residential uses in a wide variety of densities and locations; and
- promote the continued use and/or redevelopment of historically significant buildings and older buildings that contribute to the character of these districts."

The district allows for a mixture of commercial, industrial, residential, and public/civic uses; detached houses are expressly prohibited.

Description of Improvements

The subject is improved with a parking lot with 68 marked parking spaces. Site improvements include lighting, asphalt paving, concrete curbing, and landscaping. It was built in ±2016 and is in good condition.

HIGHEST AND BEST USE ANALYSIS: Summarize the **support and rationale** for the appraiser's determination of the highest and best use of the subject property. If the property is improved, address both the highest and best use **as vacant**, and of the property **as improved**. Appraiser may provide a Land Only Grid to support highest and best use analysis. A detailed appraisal requires more in-depth analysis. A change in the highest and best use requires more in-depth analysis of the subject property before the acquisition before the acquisition and the remainder.

Highest and Best Use as defined by the Courts is defined as "that use which would give the property its highest cash market value on the date of value." This may be the actual use of the property on that date or a use to which it was adaptable and which would be anticipated with such reasonable certainty that it would enhance the market value on that date.

AS VACANT:

There are no physical conditions on the site such as floodplain, floodway, wetlands, or irregular topography that would limit development. The subject is zoned C-4 SUP, Urban Mixed-Use District which generally allows for commercial and multi-family residential development, but also allows some public/civil and industrial uses. "Parking, Non-Accessory-Municipal Lot" is a permitted use. Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as vacant is for development per its zoning classification.

AS IMPROVED:

The subject is improved with a newer parking lot in good condition. The existing use demonstrates the physical possibility of the present use. The present improvement contributes to the site over and above its value as if vacant. There is demand for parking in the area due largely to its location adjacent to the BMO Harris Bank Center and two courthouses. The highest and best use of the subject as improved is its existing use as a parking lot.

VALUATION ANALYSIS OF SUBJECT PROPERTY

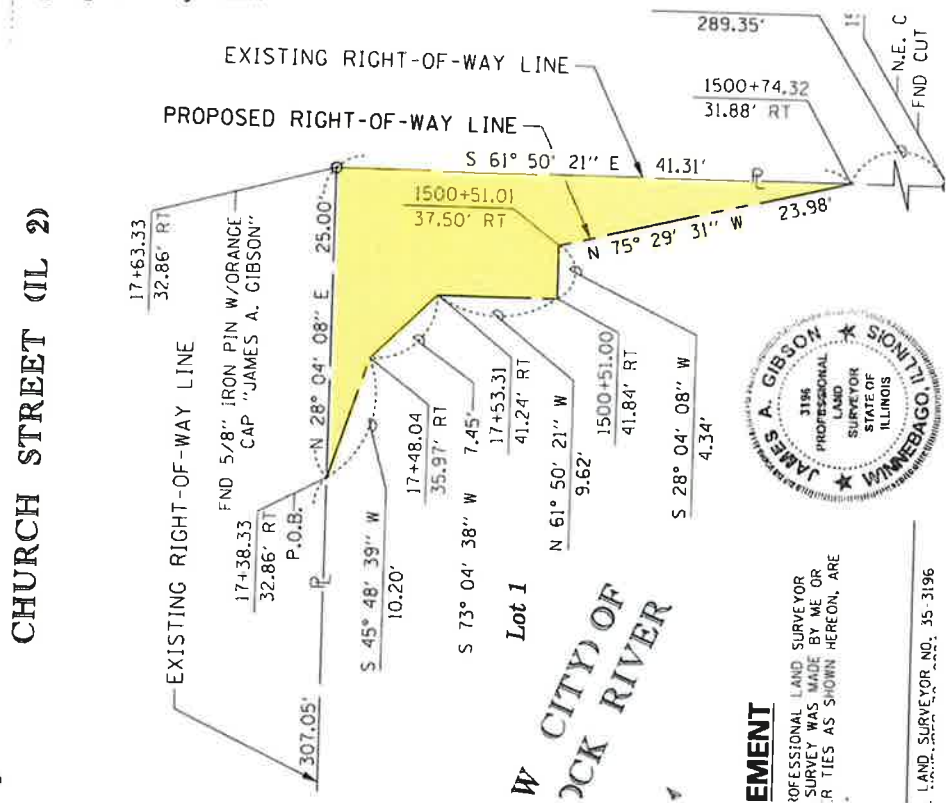
Only the underlying land is being appraised and a valuation of the whole property is outside the scope of this appraisal. This appraisal is no less reliable without a valuation of the whole. There are no permanent damages incurred and the taking is minor in relation to the whole property.

Based upon a study of comparable sales of vacant land in the subject area – Comparable Sale Nos. V-1 through V-9 (See Comparable Sales Book) – it is the appraiser's opinion that a unit land value of \$10.00 per square foot of land is indicated. Each of the comparable sales was analyzed and compared to the subject and were adjusted, if necessary, for factors such as property rights, financing, conditions of sale, market conditions, location, size, shape, access, use, topography, zoning, frontage, floodplain, wetlands, utilities, and demolition costs.

The comparable sales ranged between \$2.45 and \$14.03 per square foot of land. The subject is at the higher end of the range due to its superior location adjacent to BMO Harris Bank Center and two courthouses. Sale V-9 (\$14.03/sq.ft. of land) was a sale of land (parking lot) and a large building; it is located just two blocks to the north of the subject. This sale sets the high end of the range due to having a building with some contributory value. Nominal weight was given to Sale V-7 which is a much older sale (2014), but it has been included for informational purposes due to its close proximity to the subject in the downtown Rockford neighborhood.

Describe the taking in detail including such items as: 1) a description of the land to be taken in relation to its location on the property; 2) its use; 3) its type and classification; 4) its topography; and 5) any other special features, improvements or unusual characteristics.

The fee acquisition generally consists of an irregular shaped parcel in the subject's northwest corner on the intersection of Chestnut Street and Church Street. It has 25.00 feet of frontage on Church Street and 41.31 feet of frontage on Chestnut Street. The fee acquisition has an area of 291 square feet. On the following plat below, the part taken is highlighted in yellow:



Located inside the part taken and to be acquired are five bushes and ground cover.

Based upon the aforementioned comparable sales, the fair market value of the fee acquisition, including the site improvements to be acquired, is estimated as \$3,200.

Narrative Analysis of Remainder And After Value Estimate

Explain the effect of the taking on the remainder including such items as division of property, landlocking, change in highest and best use, proximity damage, access after taking, economic size, over improvements, effect of construction features such as cuts and fills, change in drainage or effect on existing drainage, effect of taking on lease agreements, special benefits, and other items that will explain the appraiser's opinion of the after value.

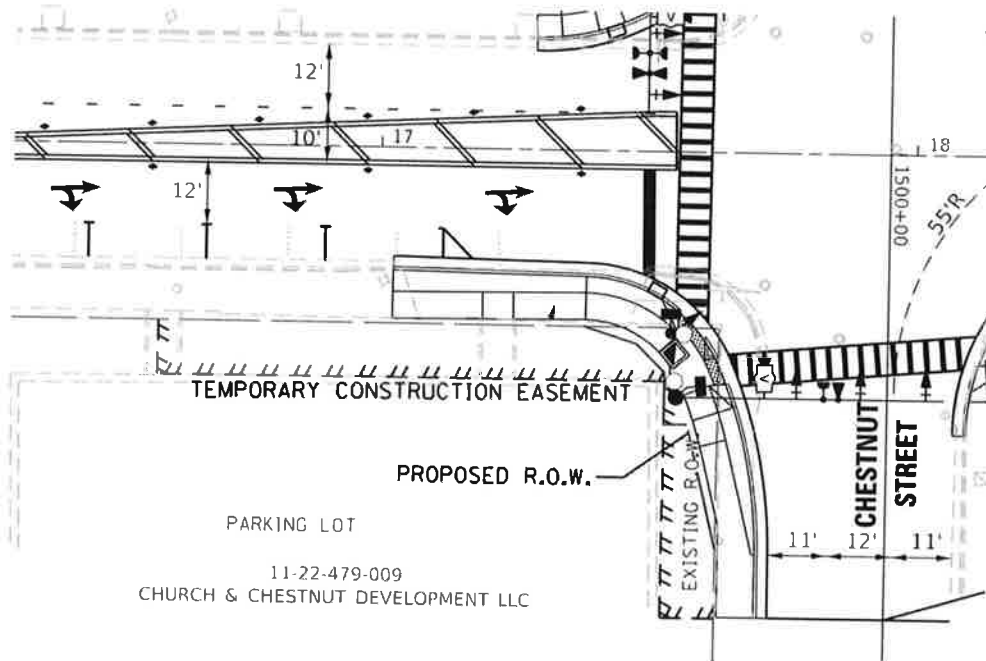
Support the value of the remainder rather than estimating damages. The appraiser should use the applicable sales comparison approach to value the remainder. See Section 3.3.17 before using the cost or income approaches. When cost to cure is considered in valuing the remainder, major cost to cure items have to be supported, source of data shown and included in the appraisal.

Fair Market Value of Remainder as Part of the Whole Before Taking	\$	N/A
Fair Market Value of Remainder After the Taking as will be Affected by Contemplated Improvements	\$	N/A
Damage to Remainder	\$	0

The Remainder, after the taking, will be reduced to a lot size of 24,223 square feet acres which indicates a reduction of 1.2% of the site. There will be only minor changes in size and shape, and no changes in access, utility or highest and best use.

There will be no division of property or landlocking. The appraiser is unaware of any change in the drainage to the Remainder property and this appraisal is based upon the assumption that there will be no negative impact on the drainage of the Remainder due to the proposed improvement.

There will be no impact to the parking spaces on the site. According to the supplied construction plans, the proposed part taken does not extend into the parking area:



No damages are indicated.



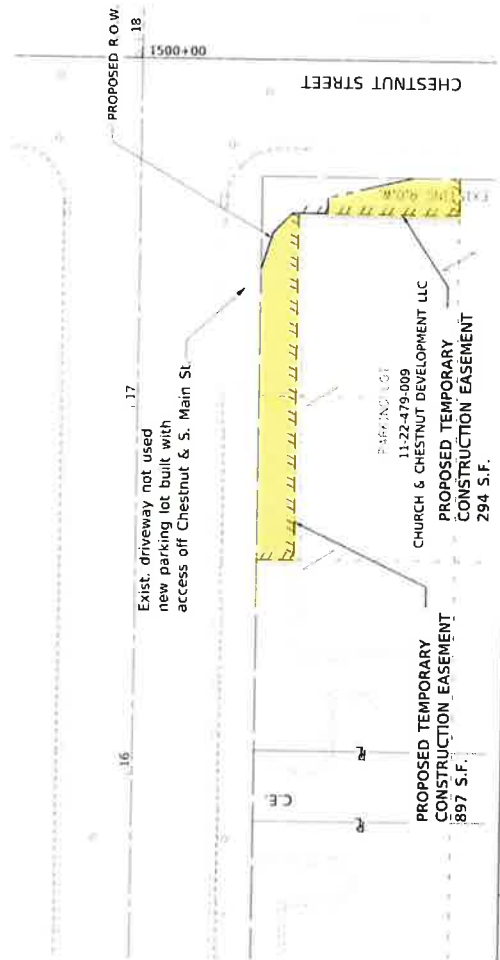
Valuation of Temporary Easements

1. Description	Easement No. 003TE-A	Easement No. 003TE-B
Type of Easement	Temporary	Temporary
Purpose of Easement	Construction purposes	Construction purposes
Term of Easement if Temporary	3 years	3 years
Station to Station	See attached plat and legal	See attached plat and legal
Land Classification	Urban Mixed-Use District	Urban Mixed-Use District
Present Use	Parking Lot	Parking Lot
Highest and Best Use	Parking Lot	Parking Lot
Area of Easement Sq. ft. or Acres	897 / 0.021 Sq.Ft. <u>X</u> Acres <u>X</u>	294 / 0.007 Sq.Ft. <u>X</u> Acres <u>X</u>
Building Improvements in Easement to be Acquired	None	None
Land Improvements in Easement to be Acquired or Affected	4 bushes, 2 grass clusters, 2 trees	1 bush, 2 grass clusters
Land Improvements in Easement not to be Acquired	Ground cover and concrete sidewalk	Light pole and ground cover

2. a. Market Value of Whole Property Before Imposition of the Easement.....	\$	N/A
b. Market Value of the Easement Area(s) Before the Imposition of the Easement(s)	\$	14,000
c. Market Value of the Easement Area(s) After the Imposition of the Easement(s)	\$	9,000
d. Diminution in Value of Easement Area(s)	\$	5,000
e. Market Value of the Property Outside the Easement Area(s) Before the Imposition of the Easement(s).....	\$	N/A
f. Market Value of the Property Outside the Easement Area(s) After the Imposition of the Easement(s).....	\$	N/A
g. Diminution in the Market Value of the Property Outside the Easement Area (s) Due to the Imposition of the Easement(s).....	\$	0
h. Total Compensation for Easement(s).....	\$	5,000

3. Explanation:

Temporary Easement 003TE-A consists of an irregular-shaped parcel along the remainder's Church Street frontage. It has an area of 897 square feet. Temporary Easement 003TE-B consists of an irregular -shaped parcel along the remainder's Chestnut Street frontage. It has an area of 294 square feet. In the following plat, the easements are shaded in yellow:



The easements will be for a period of three years or until completion of construction, whichever comes first. It is assumed that:

- the landscaping (trees, grasses, and bushes) in the easements will be lost.
- the ground cover and concrete sidewalks will not be affected or will be replaced with "like" in the after condition.
- the light pole can be worked around.

Factors considered in the valuation of the easement include the duration of the easement and property rights being acquired in relation to the subject parcel.

The appraiser estimates there will be no damages due to the imposition of the temporary easements. The easements do not extend into the parking area.

APPRAISER CERTIFICATION


In accordance with USPAP, I certify that, to the best of my knowledge and belief:

- The statements of fact contained in the report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

As required by the client, I further certify that:

- I have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of inspection.
- I have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department's Land Acquisition Policies and Procedures Manual.
- I understand this report may be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- I have prepared this appraisal in accordance with state laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of Illinois.
- I have not given consideration to, or included in my appraisal, and allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property. Any increase or decrease in value caused by the actual acquisition of a part of the property was considered in opining the value of the Remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- I have not revealed the findings and results of this appraisal to anyone other than the Client, and I will not do so until so authorized by the Client, or until I am required to do so by law, or until I am released from this obligation by having publicly testified as to such findings.
- The comments by the licensed real estate appraiser contained within this appraisal report on the condition of the property do not address "standards of practice" as defined by the Home Inspector Licenses Act [225 ILCS 441] and 68 Ill Adm. Code 1410 and are not to be considered a home inspection of home inspection report.
- My opinion of the fair market value of the property taken and net damage to the remainder, if any, as of the effective date of this appraisal is \$ 8,200 based upon my independent appraisal and the exercise of my professional judgment.

Type of License State Certified General Real Estate Appraiser Lic. No. _____


Signature of Appraiser – Keith T. Tadrowski
Lic. No. 553.001238 Exp. Date 9/30/2023

FAP Route 742
Section 22-0662-00-RS
Winnebago County
Sta. 17+35 to Sta. 17+65
Parcel 003/3
Owner: County of Winnebago

Part of Lot 1 in Block 16 in the Original Town (Now City) of Rockford, West of Rock River, the plat of which is recorded in Plat Book 0D on Page 224 in the Recorder's Office of Winnebago County, State of Illinois, described as follows:

Commencing at the southwest corner of said Block 16, thence North 28 degrees 04 minutes 08 seconds East, 307.05 feet (all Bearings and Grid Distances are referenced to the Illinois State Plane Coordinate System West Zone Datum of 1983(97)) on the northwesterly line of said Block 16, to the Point of Beginning.

From the Point of Beginning, thence North 28 degrees 04 minutes 08 seconds East, 25.00 feet, on said northwesterly line, to the northwesterly corner of said Block 16; thence South 61 degrees 50 minutes 21 seconds East, 41.31 feet on the northeasterly line of said Block 16; thence North 75 degrees 29 minutes 31 seconds West, 23.98 feet; thence South 28 degrees 04 minutes 08 seconds West, 4.34 feet; thence North 61 degrees 50 minutes 21 seconds West, 9.62 feet; thence South 73 degrees 04 minutes 38 seconds West, 7.45 feet; thence South 45 degrees 48 minutes 39 seconds West, 10.20 feet, to the Point of Beginning, containing 291 square feet (0.007 acre), more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

The above description affects Tax Parcel No. 11-22-479-009`

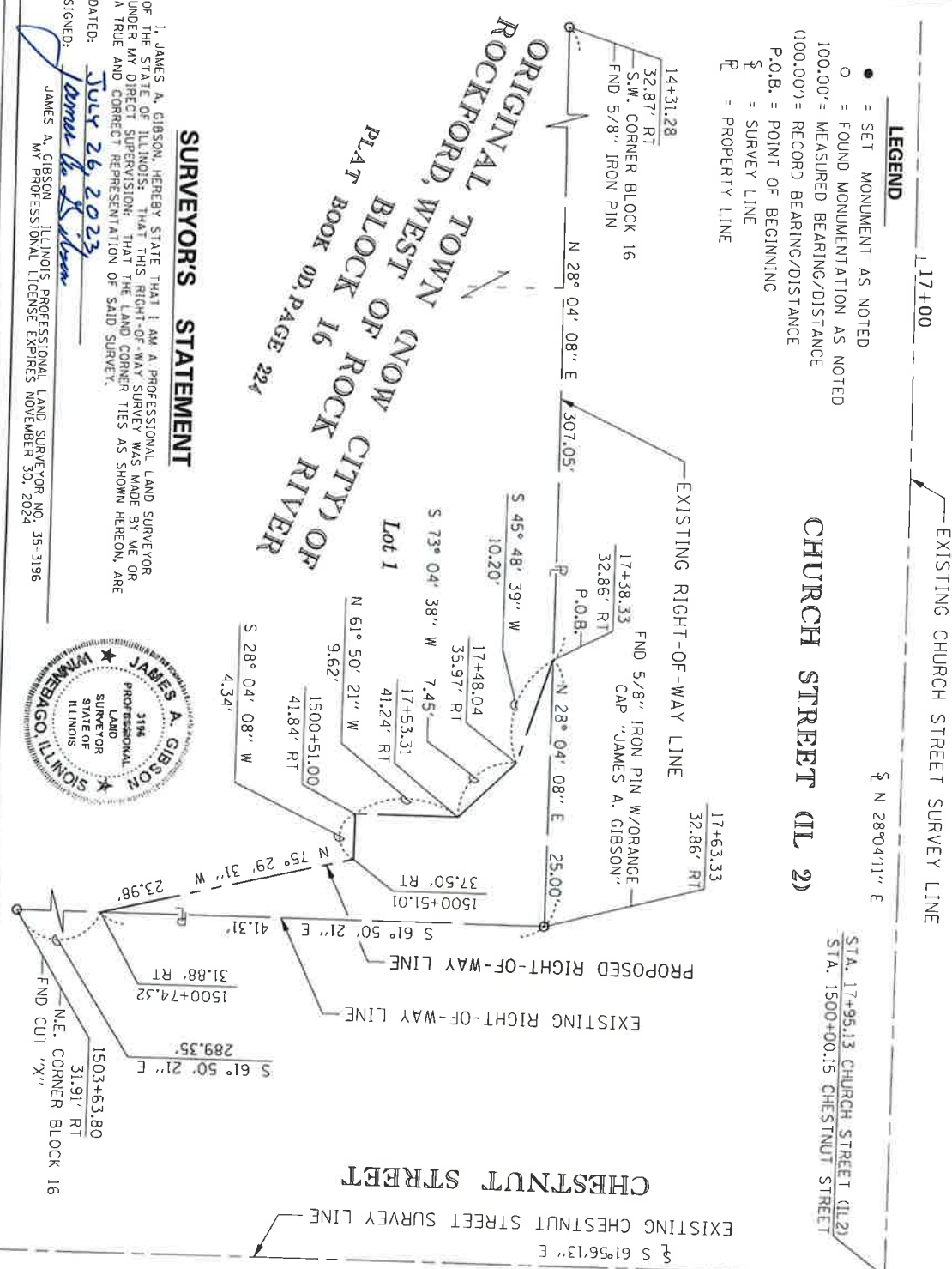
Township 44 North, Range 1 East of the Third P.M.

LEGEND

- = SET MONUMENT AS NOTED
- = FOUND MONUMENTATION AS NOTED
- 100.00' = MEASURED BEARING/DISTANCE
- (100.00') = RECORD BEARING/DISTANCE
- P.O.B. = POINT OF BEGINNING
- § = SURVEY LINE
- ⌞ = PROPERTY LINE

CHURCH STREET (IL 2)

STA. 17+95.13 CHURCH STREET (IL2)
 STA. 1500+00.15 CHESTNUT STREET



Note: BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM WEST ZONE, NAD83 (1997).

COUNTY OF WINNEBAGO

PARCEL 003/3 291 SQ. FT.
 PART OF LOT 1 IN BLOCK 16 IN THE ORIGINAL TOWN (NOW CITY) OF ROCKFORD, WEST OF ROCK RIVER.

Total Area	8,551 Sq. Ft.
Total Area Rec'd.	291 Sq. Ft.
Area in Exist. Rev'y.	0 Sq. Ft.
Net Area Rec'd.	291 Sq. Ft.
Area Remaining	8,260 Sq. Ft.



401 E. STATE ST. 4th Floor PH: 815 965 6400
 ROCKFORD, IL 61104 www.imegcorp.com
 ILLINOIS DESIGN FIRM LICENSE No. 184-000843

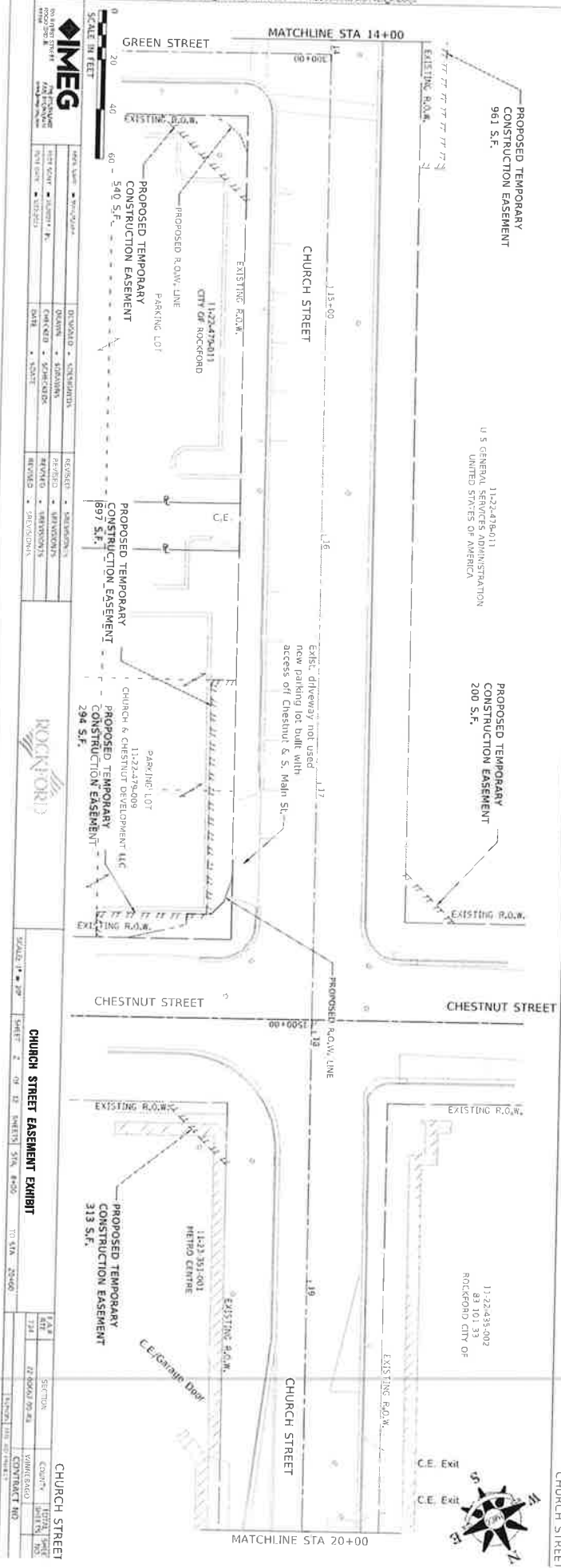
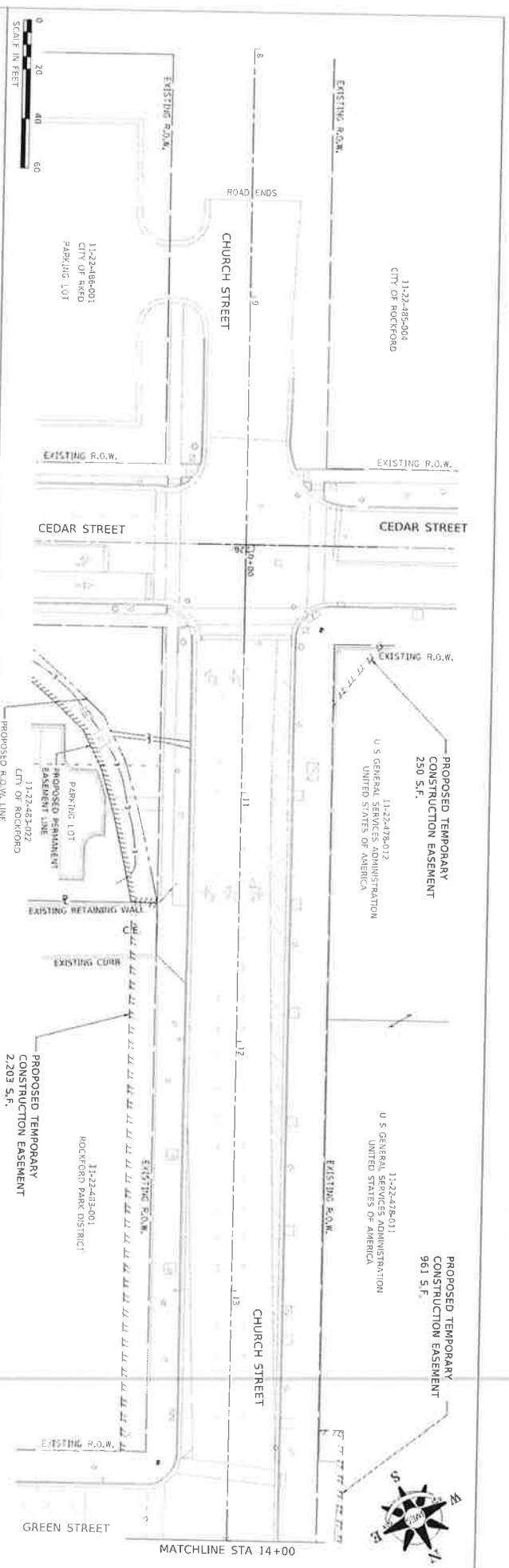
CITY OF ROCKFORD RIGHT OF WAY PLAT

FAP RTE 742
 SECTION 22-00662-00-RS
 COUNTY OF WINNEBAGO
 STA 17+35 TO STA 17+65
 SHEET NUMBER 3
 SCALE 1/4" = 10 FT.
 DATE: 18 JULY 2023
 PIN: IL-22-479-009

SURVEYORS' STATEMENT

I, JAMES A. GIBSON, HEREBY STATE THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS; THAT THIS RIGHT-OF-WAY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE LAND CORNER TIES AS SHOWN HEREON, ARE A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.
 DATED: July 26 2023
 SIGNED: James A. Gibson
 JAMES A. GIBSON ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3196
 MY PROFESSIONAL LICENSE EXPIRES NOVEMBER 30, 2024





IMEG
 1122-482-004
 CITY OF ROCKFORD
 1122-478-011
 U.S. GENERAL SERVICES ADMINISTRATION
 1122-478-012
 U.S. GENERAL SERVICES ADMINISTRATION
 1122-478-011
 U.S. GENERAL SERVICES ADMINISTRATION
 1122-483-002
 ROCKFORD PARK DISTRICT
 1122-483-001
 ROCKFORD CITY OF

DESIGNED	DATE	BY	REVISIONS
11/22/2011	11/22/2011	11/22/2011	11/22/2011
11/22/2011	11/22/2011	11/22/2011	11/22/2011
11/22/2011	11/22/2011	11/22/2011	11/22/2011
11/22/2011	11/22/2011	11/22/2011	11/22/2011

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11/22/2011	11/22/2011	11/22/2011	11/22/2011
11/22/2011	11/22/2011	11/22/2011	11/22/2011
11/22/2011	11/22/2011	11/22/2011	11/22/2011

CHURCH STREET EASEMENT EXHIBIT
 SHEET 2 OF 12 SHEETS
 SCALE: 1" = 20'-0"



DONATION OF PROPERTY

September 22, 2023


Project Name: Church Street & Main Street Two-Way Conversion
Route: FAP RTE 742
Section: 22-00662-00-RS
Parcel No.: 003/03

County of Winnebago
404 Elm Street
Rockford, IL 61101

Dear Property Owner:

In order to comply with state and federal policies we must inform you of your right to have the required property appraised and to receive compensation in the full amount of the approved appraisal. You may, if you so desire, donate the necessary right of way.

Sincerely,



Chad E. Johnson, PLS, SR/WA
Right of Way Negotiator

9/22/23

Date

I recognize my right to an appraisal and compensation in the full amount of the approved appraisal. However, I wish to donate the necessary right of way.

Owner's Signature

Owner's Signature

Date

Date

Statement of Compliance with the Public Officers Prohibited Activities Act
(50 ILCS 105/3.1)

CHECK ONE

Grantor has not received and will not receive a non-monetary benefit from the City of Rockford (for example, an added improvement, re-built or relocated improvement or any other valuable service) in exchange for the donation of this parcel.

OR

Grantor has received or will receive a non-monetary benefit from the City of Rockford in exchange for the donation of this parcel. To comply with 50 ILCS 105/3.1, Grantor shall disclose, in writing, all owners, beneficiaries, etc. of this parcel.

Owner's Signature

Owner's Signature

Date

Date

Confirmed:

Chad E. Johnson, PLS, SR/WA
Right of Way Negotiator

Date



Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Owner: County of Winnebago
Address: 404 Elm Street
Rockford, IL 61101

Project Name: Church Street & Main Street Two-Way Conversion
Route: FAP RTE 742
Section: 22-00662-00-RS
Parcel No.: 003/03

WARRANTY DEED

COUNTY OF WINNEBAGO, a government entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Three Thousand Two Hundred Dollars (\$3,200.00), and pursuant to the provisions of 55 ILCS 5/5-1005.2, grants, conveys, and warrants to the City of Rockford, a Municipal Corporation, organized under the Laws of the State of Illinois and situated in Winnebago County, Illinois (Grantee), the following described real estate:

See attached legal description.

situated in the County of Winnebago, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated the _____ day of _____, 2023.

COUNTY OF WINNEBAGO

BY: _____
Signature

ATTEST: _____

Print Name and Title

Print Name and Title

State of _____)
County of _____)

This instrument was acknowledged before me on _____, 2023 by

_____, as _____ and

_____, as _____ of

County of Winnebago.

(Seal)

Notary Public

My Commission Expires: _____

Prepared by: _____
IMEG
623 26th Avenue
Rock Island, IL 61201

Return to: _____
Mike Hakanson, Land Transaction Officer
City of Rockford Legal Dept.
425 E. State St. Rockford, Ill. 61104

FAP Route 742
Section 22-0662-00-RS
Winnebago County
Sta. 17+35 to Sta. 17+65
Parcel 003/3
Owner: County of Winnebago

Part of Lot 1 in Block 16 in the Original Town (Now City) of Rockford, West of Rock River, the plat of which is recorded in Plat Book 0D on Page 224 in the Recorder's Office of Winnebago County, State of Illinois, described as follows:

Commencing at the southwest corner of said Block 16, thence North 28 degrees 04 minutes 08 seconds East, 307.05 feet (all Bearings and Grid Distances are referenced to the Illinois State Plane Coordinate System West Zone Datum of 1983(97)) on the northwesterly line of said Block 16, to the Point of Beginning.

From the Point of Beginning, thence North 28 degrees 04 minutes 08 seconds East, 25.00 feet, on said northwesterly line, to the northwesterly corner of said Block 16; thence South 61 degrees 50 minutes 21 seconds East, 41.31 feet on the northeasterly line of said Block 16; thence North 75 degrees 29 minutes 31 seconds West, 23.98 feet; thence South 28 degrees 04 minutes 08 seconds West, 4.34 feet; thence North 61 degrees 50 minutes 21 seconds West, 9.62 feet; thence South 73 degrees 04 minutes 38 seconds West, 7.45 feet; thence South 45 degrees 48 minutes 39 seconds West, 10.20 feet, to the Point of Beginning, containing 291 square feet (0.007 acre), more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

The above description affects Tax Parcel Nos. 11-22-479-002, 11-22-479-003 and 11-22-479-009.

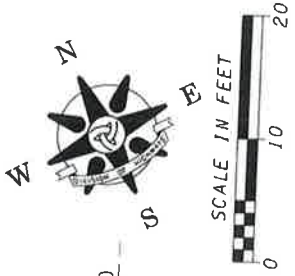
Township 44 North, Range 1 East of the Third P.M.

EXISTING CHURCH STREET SURVEY LINE

17+00

LEGEND

- = SET MONUMENT AS NOTED
- = FOUND MONUMENTATION AS NOTED
- 100.00' = MEASURED BEARING/DISTANCE
- (100.00') = RECORD BEARING/DISTANCE
- P.O.B. = POINT OF BEGINNING
- Σ = SURVEY LINE
- ▭ = PROPERTY LINE



18+00

STA. 17+95.13 CHURCH STREET (IL 2)
STA. 1500+00.15 CHESTNUT STREET

CHURCH STREET (IL 2)

Σ N 28°04'11" E

Note: BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM WEST ZONE, NAD83 (1997).

COUNTY OF WINNEBAGO

PARCEL 003/3 291 SQ. FT.

PART OF LOT 1 IN BLOCK 16 IN THE ORIGINAL TOWN (NOW CITY) OF ROCKFORD, WEST OF ROCK RIVER.

Total Area 24,534 Sq. Ft.
Total Area Req'd. 291 Sq. Ft.
Area in Exis. Rdwy. 0 Sq. Ft.
Net Area Req'd. 291 Sq. Ft.
Area Remaining 24,243 Sq. Ft.



ILLINOIS DESIGN FIRM LICENSE NO. 184 000843
CITY OF ROCKFORD
RIGHT OF WAY PLAT
FAP RTE 742

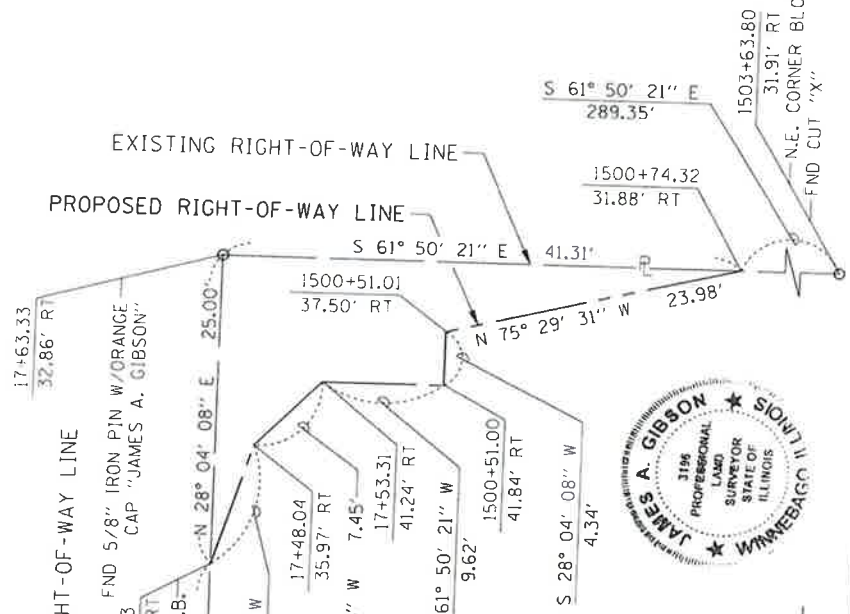
SECTION 22-00662-00-RS
COUNTY OF WINNEBAGO
STA 17+35 TO STA 17+65
SHEET NUMBER 3
SCALE 1IN. = 10 FT.
DATE: 22 AUGUST 2023
PIN: II-22-479-009, II-22-479-002,
and II-22-479-003

EXISTING CHESTNUT STREET SURVEY LINE

CHESTNUT STREET

EXISTING RIGHT-OF-WAY LINE

PROPOSED RIGHT-OF-WAY LINE



ORIGINAL TOWN (NOW CITY) OF
ROCKFORD, WEST OF ROCK RIVER
PLAT BOOK 00D, PAGE 224

SURVEYOR'S STATEMENT

I, JAMES A. GIBSON, HEREBY STATE THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS; THAT THIS RIGHT-OF-WAY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE LAND CORNER TIES AS SHOWN HEREON, ARE A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED: August 23, 2023
SIGNED: James A. Gibson

JAMES A. GIBSON ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3196
MY PROFESSIONAL LICENSE EXPIRES NOVEMBER 30, 2024

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Owner: County of Winnebago
Address: 404 Elm Street
Rockford, IL 61101

Project Name: Church Street & Main Street Two-Way Conversion
Route: FAP RTE 742
Section: 22-00662-00-RS
Parcel No.: 003/03

TEMPORARY CONSTRUCTION EASEMENT

COUNTY OF WINNEBAGO, a government entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Five Thousand Dollars (\$5,000.00), and pursuant to the provisions of 55 ILCS 5/5 1005.2, hereby represents the Grantor owns the fee simple title to and grants and conveys to the City of Rockford, a Municipal Corporation, organized under the Laws of the State of Illinois and situated in Winnebago County, Illinois, (Grantee), a temporary construction easement for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and construction as may be required for the proper construction of the Church Street and Main Street Two Way Conversion, on, over, and through the following real estate:

See attached Plan Sheet.

situated in the City of Rockford, County of Winnebago, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate on December 30, 2027, or on the completion and acceptance of the proposed project, whichever is the sooner.

Grantor(s) shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor(s), without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any and all claims for damages including but not limited to any takings claim under the Constitution of the State of Illinois and diminution in value to any remaining property of the Grantor(s) caused by the opening, improving and using the premises for highway purposes, or any other allowable construction purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This Temporary Construction Easement is conveyed upon the following express understanding and condition that on the completion of any and all construction work by the City of Rockford, the affected real estate shall be restored by the City to substantially the same condition it was in prior to such work, except for the projected changes in use, sloping, grading and changes in grade to the affected areas. All denuded areas will be seeded by the City's contractor.

This written agreement constitutes the entire agreement between The City of Rockford and Grantor(s), and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement will be binding on all parties when all signatures are affixed thereto. The City shall obtain possession of the property rights stated herein when all signatures are affixed thereto.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor(s).

Dated the _____ day of _____, 2023.

COUNTY OF WINNEBAGO

BY: _____
Signature

ATTEST: _____

Print Name and Title

Print Name and Title

State of _____)

)

County of _____)

)

This instrument was acknowledged before me on _____, 2023 by

_____, as _____ and

_____, as _____ of

County of Winnebago.

(Seal)

Notary Public

My Commission Expires: _____

Prepared by: _____
IMEG
623 26th Avenue
Rock Island, IL 61201

Return to: _____
Mike Hakanson, Land Transaction Officer
City of Rockford Legal Dept.
425 E. State St. Rockford, Ill. 61104

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
OR											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(j)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Ordinance Executive Summary

Prepared By: Debbie Crozier/Human Resources
Committee: Operations and Administrative Committee
Committee Date: November 16, 2023
Ordinance Title: Ordinance Adopting a Remote Work Policy
County Code: Chapter 62, Article I, Section 62-30
Board Meeting Date: November 30, 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: Over the past three years the demand for remote work has increased. As a result, the proposed Remote Work Policy was created, which clarifies employee eligibility, expectations and guidelines. See Exhibit A.

Recommendation: County Administrator, Patrick Thompson and Human Resources have reviewed the ordinance and policy presented to the Board and recommend approval.

Contract/Agreement: N/A

Legal Review: Reviewed with the States Attorney’s Office.

Follow-Up: N/A

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2023 CO

ORDINANCE ADOPTING A REMOTE WORK POLICY

WHEREAS, with the increase in the demand for remote work in recent years, the County of Winnebago, Illinois (County) desires to establish a Remote Work Policy for its employees; and

WHEREAS, the County does not currently have a policy in place to address employee eligibility, expectations and guidelines for remote work; and

WHEREAS, the Winnebago County Board has determined that it is in the best interests of the County of Winnebago to adopt the attached Remote Work Policy and incorporate it into the County's Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the Remote Work Policy, attached hereto as Exhibit A, is hereby incorporated into the Winnebago County Code as Chapter 62, Article I, Section 62-30.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the County Administrator, the County Human Resources Director, and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

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.

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

REMOTE WORK POLICY		Policy Number:
 <p style="text-align: center;">WINNEBAGO COUNTY</p>	Revision Date:	
	Issue Date:	
	Page 1 of 5	

(a) **PURPOSE:** Winnebago County (County) designed our Remote Work Policy to make sure remote work is mutually beneficial to our employees and the County. In doing so, the County recognizes that not all employees will be eligible for remote work because not all jobs are suitable for remote work. The County considers remote work to be a viable, flexible work option only in situations where the Elected Official or Department Head determines that both the employee and the job are well-suited to such arrangement. Remote work may be appropriate for some employees and jobs but not for others.

Employees requesting formal long-term remote work arrangements must be employed with the County for a minimum of six (6) months of continuous, regular employment and must have a satisfactory performance record—unless the employee works in an office of an Elected Official—in which event it is within the discretion of the Elected Official to waive the six-month requirement. A determination of whether the employee may work remotely is solely in the discretion of the Elected Official or Department Head. Any remote work arrangement will be on a trial basis and may be discontinued at will and at any time by the Elected Official or Department Head. It is up to the Elected Official or Department Head to determine if the remote work arrangement is voluntary or required. Evaluation of performance during the trial period, if any, will include regular interaction by phone and e-mail between the employee and the Supervising Manager, and weekly face-to-face meetings to discuss work progress and problems.

Remote work arrangements may be occasional, temporary or permanent. Temporary arrangements may be approved on an as-needed basis only, with no expectation of ongoing continuance.

(b) **GUIDELINES FOR DETERMINATION:** The County encourages Elected Officials and requires Department Heads engage in these steps before approving remote work arrangements:

- Employee suitability – Assess the needs and work habits of the employee: Does the employee have the traits (e.g., self-discipline, dependability, self-motivation) customarily recognized as appropriate for successful remote work?
- Job responsibilities—Assess the job responsibilities and determine if the job is appropriate for a remote work arrangement: Will all of the job responsibilities be able to be fulfilled *via* remote work or are there job duties where physical presence in the office is either required or in the best interests of the office/department?

"It is our mission to provide high quality services and promote a safe community for all people in Winnebago County".

REMOTE WORK POLICY

Policy Number:



WINNEBAGO COUNTY

Revision Date:

Issue Date:

Page 2 of 5

- Equipment needs and workspace design— assess the physical workspace needs and the appropriate location for the telework: A) Are there any cybersecurity and data privacy concerns? B) Will collaboration with the employee's team become difficult? C) Does the employee have the necessary equipment or software? D) What are the conditions of employees' home or alternative place of work (e.g., noise, internet connection).

- Evaluation of performance—Establish clear directives to the employee concerning employer expectations (e.g., communication, goals, schedules, deadlines).

(c) **EMPLOYEE REQUESTING REMOTE WORK PROCEDURE:** The County requires that when an employee seeks to work remotely the following steps be taken:

- Employee shall file a request with the Elected Official or Department Head at least thirty (30) days in advance of the date on which the employee desires to start remote work.

- In the event an employee experiences an unforeseen circumstance which leads to the request, the employee shall file their request as soon as possible.

(d) **COMPUTER EQUIPMENT & SOFTWARE**

Only County-owned and managed computers should be utilized by the employee while working remotely. Equipment to be used should be tested on County premises. Once working, it can be brought to the work location. Issues of internet connectivity are the responsibility of the employee, not the Department of Information Technology (IT). IT may assist with other issues such as remoting into the County network(s) or drive(s). The employee may not use County equipment for unlawful purposes or for work for other employers, nor may the employee allow other persons to use it. Any hardware or software purchased by the County remains the property of the County and will be returned to County, on request. Products developed while working remotely are the property of the County. Equipment provided by the County will be maintained by the County. The County is not responsible for the temporary loss of remote work days due to equipment maintenance or repair, and the remote worker is expected to report to the office or obtain approved leave in such a circumstance. The remote employee may be held liable for lost or damaged County equipment. Equipment no longer used by a remote employee must be returned on his or her next day in the office. Software used by a remote employee is subject to the same County restrictions on duplication and unauthorized use as software used in the office.

REMOTE WORK POLICY**Policy Number:**

WINNEBAGO COUNTY

Revision Date:

Issue Date:

Page 3 of 5

(e) **SECURITY OF INFORMATION**: Employees may not compromise the confidentiality or security of County information due to remote work, remote computer access, and so on. Employees are responsible to be aware of and comply with the Health Insurance Portability Accountability Act (HIPAA) in regard to handling and storing Personal Health Information. The employee must comply with the policies and guidelines of proper use of information technology found on the County's website and any other guidelines issued by the County in general. Breaches of information security, whether by accident or design, while remote work, must be reported promptly.

(f) **REIMBURSEMENTS AND REMOTE WORK EXPENSES**: Winnebago County shall not be responsible for costs associated with the setup of a workspace in the employee's home, such as remodeling, furniture or lighting, utilities; nor shall the County be responsible for costs associated with the repair or modification to the remote workplace. Remote employees must obtain supplies stocked at the County and will not be reimbursed if they are obtained elsewhere. Additional costs of an off-site office, including that of additional telephone lines, telephone use charges and Internet Service Provider (ISP) charges, are not covered by the County.

(g) **DOMESTIC CARE**: During established work hours, the remote employee agrees that family demands shall not compete with work except in the case of an emergency. Remote work will not be a substitute for dependent care.

(h) **TAX LIABILITY**: Any and all tax implications of remote work are entirely the responsibility of the remote employee. Remote workers are encouraged to seek professional advice in this area.

REMOTE WORK POLICY

Policy Number:



**WINNEBAGO
COUNTY**

Revision Date:

Issue Date:

Page 4 of 5

REMOTE WORK AGREEMENT

Name of Employee: _____ Office or Department: _____

Department Head or Elected Official: _____ Direct Supervisor: _____

Description of workspace at remote location: _____

Total work hours per week: _____

Regular remote work hours (or hours that on-site staff know they would be able to reach the remote worker on a regular basis): Weekday Time Location (circle) Monday: _____ to _____ Home / Onsite Tuesday: _____ to _____ Home / Onsite Wednesday: _____ to _____ Home / Onsite Thursday: _____ to _____ Home / Onsite Friday: _____ to _____ Home / Onsite County Assets to be used at remote work location (if any) (including hardware, software, etc.):

The employee acknowledges and agrees that it is the employee's responsibility to give accurate and up-to-date information to the Department Head/Elected Official regarding work location and hours. The employee will maintain the hours of work stated in this Agreement, unless agreed to in advance by the Department Head/Elected Official. The employee agrees to notify his or her supervisor of any injury the employee sustains while at the remote work location when the injury occurred during the course of the employee's regular work duties.

As evidenced by my signature below as the employee, the information I have provided in this Remote Work Agreement is true and accurate and will be followed on a regular basis under the direction of my supervisor. If any information changes, it is my duty to inform my supervisor. I acknowledge and agree that this Remote Work Agreement may be stopped at any time per the direction of the Elected Official or Department Head. I also understand that the County may, at any time, change any or all of the conditions under which I am permitted to work remotely or altogether withdraw permission to work remotely. Additionally, I acknowledge receipt of the Winnebago County Remote Work Policy and, by signing below, I affirm that I have read the Winnebago County Remote Work Policy in its entirety and I agree to adhere to all the terms and conditions thereof.

REMOTE WORK POLICY**Policy Number:**

WINNEBAGO COUNTY

Revision Date: Issue Date:

Page 5 of 5

I have read and understand this Agreement, and I agree to the duties, obligations, responsibilities and conditions described within this document.

 EMPLOYEE SIGNATURE

 DATE

 ELECTED OFFICIAL/DEPARTMENT HEAD

 DATE

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

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

2023 CR

RESOLUTION AWARDING OFF-SITE SCANNING SERVICES FOR DOCUMENT IMAGING
USING CIP FUNDS

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

WHEREAS, several County of Winnebago departments need scanning services for boxed documents housed in the 720 Chestnut Street building; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposals received for the aforementioned project and recommends awarding the contract as follows:

EXELA TECHNOLOGIES
(HOV SERVICES INC.)
2701 E. GRAUWYLER ROAD
IRVING, TEXAS 75061

(See Proposal Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Administrator is authorized to award an agreement, on behalf of the County of Winnebago, with EXELA TECHNOLOGIES (HOV SERVICES, INC.), 2701 E. GRAUWYLER ROAD, IRVING, TEXAS 75061.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

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

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

2023 CR

RESOLUTION AWARDING OFF-SITE SCANNING SERVICES FOR DOCUMENT IMAGING
USING CIP FUNDS

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

WHEREAS, several County of Winnebago departments need scanning services for boxed documents housed in the 720 Chestnut Street building; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposals received for the aforementioned project and recommends awarding the contract as follows:

EXELA TECHNOLOGIES
(HOV SERVICES INC.)
2701 E. GRAUWYLER ROAD
IRVING, TEXAS 75061

(See Proposal Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Administrator is authorized to award an agreement, on behalf of the County of Winnebago, with EXELA TECHNOLOGIES (HOV SERVICES, INC.), 2701 E. GRAUWYLER ROAD, IRVING, TEXAS 75061.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

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JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

PROPOSAL TAB

23P-2295 OFF-SITE SCANNING SERVICES FOR DOCUMENT IMAGING

PROPOSAL OPENING - AUGUST 31, 2023 - 11:00 A.M.

VENDOR	
MICROSYSTEMS, INC.	COURT RECORD & DATA MANAGEMENT SERVICES, INC.
SC STRATEGIC SOLUTIONS	EXELA TECHNOLOGIES



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations and Administrative Committee
Committee Date: November 16, 2023
Board Date: November 30, 2023
Resolution Title: Resolution Awarding Fuji Persona CS Compact C-Arm Machine for Coroner's Office

Was item budgeted? Yes	Appropriation Amount: \$113,739
If not, explain funding source:	
ORG/OBJ/Project Code: 41900-46430	Descriptor: Coroner Fee Fund- Machinery and Equipment

Background Information: Digital imaging is imperative to the death investigations of infants, children, homicides, suicides, decomposition and water recovery cases and all suspicious deaths. Currently, the Coroner's Office is contracting these services through Mercy and UW Health, creating wasted time, resources, wear and tear on equipment and not to mention unnecessary disturbance to potential evidence. This is not only a burden to the deputies, but hospitals, their staff and taxpayers alike. Many times, during an autopsy we find that the images taken are insufficient for the forensic pathologist to successfully locate and remove projectiles or foreign objects. This in turn creates another trip to the hospital for further imaging and of course, another invoice from the hospital.

The Purchasing Department went out for bid for 23B-2311 Fuji Persona CS Compact C-Arm Machine for Coroner's Office at the beginning of October 2023. There were two bids received with one being non-responsive due to a late submission. The winning bid was submitted by IRad Sales Group.

With the CS C-Arm X-Ray technology, the Winnebago County Coroner's Office staff can scan a decedent in real time while the pathologist is there to get the precise images, he/she needs to successfully complete his/her investigation. This machine will also allow us to provide digital imaging to surrounding counties that are already using (and paying for) our morgue space. Each time we "Assist an Outside County", the revenue generated is coded and deposited into the county's general fund, creating a positive outcome for all involved.

Recommendation: It is recommended by Jennifer Muraski, Winnebago County Coroner, that the County awards Bid #23B-2311 to iRad Sales Group.

Follow-Up: The Purchasing Department will issue a Purchase Order to iRad Sales Group.

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

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

2023 CR

RESOLUTION AWARDING FUJI PERSONA CS COMPACT C-ARM MACHINE FOR CORONER'S OFFICE

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

WHEREAS, Winnebago County Coroner's Office needs a machine to provide exceptional x-ray images for decedents; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid received for the aforementioned project and recommends awarding the contract as follows:

iRAD SALES GROUP
141 PEYERK COURT
ROMEO, MICHIGAN 48065

(See Bid Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the Winnebago County Coroner is authorized to award an agreement, on behalf of the County of Winnebago, with iRAD SALES GROUP, 141 PEYERK COURT, ROMEO, MICHIGAN 48065.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

BID TAB

23B-2311 FUJI PERSONA CS COMPACT C-ARM MACHINE-CORONER'S OFFICE
BID OPENING OCTOBER 23, 2023 - 2:00 P.M.

Vendor Information	
VENDOR	iRAD SALES GROUP
PRICE	\$111,289 + \$2450 freight
WARRANTY	Full one-year warranty covering all parts and labor



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 16, 2023
Resolution Title: Resolution for Approval for Stop-Loss Insurance
Board Meeting Date: November 30, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,431,085
If not, explain funding source:	
ORG/OBJ/Project Code: 48500-43171	Budget Impact: - \$376,532

Background Information: Stop-loss insurance, also referred to as excess insurance, is a type of coverage purchased by employers that are self-insured to limit their liability in the event of large, unpredictable, or catastrophic health claims.

Winnebago County purchases stop loss coverage to limit the County's risk on the group insurance plan both on a specific/individual basis. Our specific/individual deductible is \$200,000.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Stop Loss Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is a 1-year agreement with Tokio Marine HCC.

Legal Review: Done.

Follow-Up: The premium is paid monthly based on enrollment.

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

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

2023 CR

RESOLUTION FOR APPROVAL FOR STOP-LOSS INSURANCE

WHEREAS, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to employees and retirees; the County purchases a stop loss insurance plan to reinsure the County for medical claims which exceed \$200,000 on an a specific (per individual) basis; the County's Benefit Consultant recommends changing to Tokio Marine HCC (TMHCC) for 2024; and,

WHEREAS, TMHCC has proposed the following rates to Winnebago County for administration of the stop loss coverage for 2024 not to exceed:

\$52.97 for Specific individual coverage per month
\$183.20 for Specific family coverage per month
This is an -20.83% decrease from the 2023 rates.
This is will be a savings of \$376,532 from the 2023 cost.
See Resolution Exhibit A

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with TMHCC for the stop loss coverage for the self-insured Co-Pay/POS and HDHP medical plans for the year January 1, 2024 through December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Tokio Marine HCC, 11100 Wayzata Blvd., Suite 350, Minnetonka, MN 55305, for administration of the stop loss coverage.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRPERSON

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

LORI GUMMOW

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

Stop Loss Analysis – Firm Proposals

Winnebago County

Jeanette Rowan | October 27, 2023



Gallagher

Insurance | Risk Management | Consulting

Current Specific Stop Loss Deductible

\$200,000

Current Deductible: Specific Stop Loss Marketing



Illustrative Quote Expires No Date Shown Firm Quote Expires No Date Shown Firm Quote Expires 11/03/23 Firm Quote Expires 11/10/23 Firm Quote Firm Quote Illustrative Quote Illustrative Quote

	<u>Current</u>	<u>Initial Renewal</u>	<u>Renewal</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	<u>Option 5</u>
	Voya	Voya	Voya	TMHCC (24/12)	HM Insurance Group (24/12)	BCBSIL (Paid)	Sun Life (24/12)	UNUM (24/12)
Specific Individual Stop Loss								
Contract Basis	Paid in 12 Months and incurred Jan 01, 2019 or after	Paid in 12 Months and incurred Jan 01, 2019 or after	Paid in 12 Months and incurred Jan 01, 2019 or after	24/12	24/12	Paid	24/12	24/12
Run-in Limit	No	No	No	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Renewal Rate Cap	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
No New Laser	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Proposed Lasers	No	No	No	No	No	No	No	No
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>REINSURANCE COSTS</u>								
Specific Premium								
Single ISL Rate – (491)	\$81.65	\$87.58	\$72.71	\$52.97	\$72.63	\$149.30	\$89.32	\$84.42
Family ISL Rate – (509)	\$217.18	\$229.19	\$190.25	\$183.20	\$202.59	\$149.30	\$253.13	\$263.65
Composite Rate (PEPM)	\$150.63	\$159.66	\$132.54	\$119.26	\$138.78	\$149.30	\$172.70	\$175.65
Monthly Reinsurance Total	\$150,635	\$159,659	\$132,538	\$119,257	\$138,780	\$149,300	\$172,699	\$175,648
Annual Reinsurance Total	\$1,807,617	\$1,915,914	\$1,590,454	\$1,431,085	\$1,665,356	\$1,791,600	\$2,072,391	\$2,107,777
Dollar Increase From Current	N/A	\$108,297	-\$217,163	-\$376,532	-\$142,262	-\$16,017	\$264,774	\$300,160
Percentage Increase From Current	N/A	5.99%	-12.01%	-20.83%	-7.87%	-0.89%	14.65%	16.61%
<u>ADDITIONAL CLAIMS RISK</u>								
Additional Laser Liability and Agg Spec	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Dollar Increase From Current	N/A	\$108,297	-\$217,163	-\$376,532	-\$142,262	-\$16,017	\$264,774	\$300,160
Percentage Increase From Current	N/A	5.99%	-12.01%	-20.83%	-7.87%	-0.89%	14.65%	16.61%



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 16, 2023
Resolution Title: RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE
Board Meeting Date: November 30, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$2,223,577
If not, explain funding source:	
ORG/OBJ/Project Code: 49400 43510	Budget Impact: \$395,754

Background Information: Winnebago County purchases insurance coverage to limit the County's risk on the liability/casualty and property assets. We received a 21.7% increase on the renewal for 2023-2024, this increase is due the following reasons:

- County Claims Activity/Development
 - o \$5.8MM of recent property claims
 - o Liability claims with cumulative loss ratios exceeding 150% of the last 10 years
- Volatile Insurance Marketplace with Fewer Carriers Insuring Public Entities
- Increased construction costs (inflation)
- Civil Unrest
- Law Enforcement Activity
- Nuclear Verdicts Impacting Umbrella Premiums
- Severe Losses Stemming from Convective Storms

Of the 21.7% increase, 7.5% is due to liability premium increases largely impacted by County claims developing into losses in aggregate exceeding \$9MM over the last 10 years. Increased premiums for property insurance account for 11.3% of the increase. This increase is directly tied to Winnebago property claims from the Court House Fire and the Veterans Memorial Hall theft/vandalism which have exceeded \$5MM.

Due to the pooling of Winnebago's risk with other members of the CIRMA pool, the impact of the County's claim activity was significantly negated.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Property and Casualty Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is year 3 of a 3 year initial membership commitment with CIRMA.

Legal Review: Done.

Follow-Up: N/A

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2023 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J.
GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE**

WHEREAS, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of the property and casualty insurance coverage; the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

WHEREAS, Arthur J. Gallagher & Co. has proposed the attached rates to Winnebago County for the property and casualty insurance coverage from December 1, 2023 thru November 30, 2024:

See Resolution Exhibit A – Premium Summary Recap for Details.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the property and casualty insurance coverage for December 1, 2023 through November 30, 2024.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Arthur J. Gallagher & Co., 6838 East State Street, Suite 101, Rockford, IL 61108 for the property and casualty insurance coverage.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRPERSON

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

LORI GUMMOW

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

PREMIUM SUMMARY

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		RENEWAL PROGRAM ESTIMATED COST	
Property	Premium	Primary: Lloyd's of London	\$423,958.00	Primary: Lloyd's of London	\$508,750.00
Excess Property	Premium	Travelers Indemnity Co	\$161,289.00	Travelers Indemnity Co	\$324,074.00
Boiler & Machinery	Premium	Hartford Steam Boiler	\$41,730.00	Hartford Steam Boiler	\$46,183.00
Liability Package	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above
Automobile	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above
Umbrella/Excess (1st)	Premium	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$386,564.00	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$437,281.00
Administration Costs		CIRMA	\$83,432.00	CIRMA	\$95,986.00
Loss Fund		CIRMA	\$178,172.00	CIRMA	\$200,000.00
Surplus Lines Tax			\$37,326.00		\$43,612.03
Umbrella/Excess (2nd)	Premium	Lexington Limit \$3MM xs \$10MM	\$250,000.00		\$281,000.00
	Taxes		\$8,938.00		\$9,947.00
Umbrella/Excess (3rd)	Premium	Not Purchased		TBA Limit \$7MM xs \$13MM	TBA
	Taxes				
Crime	Premium	Primary: Lloyd's of London	Included in above	Primary: Lloyd's of London	Included in above
		Excess: Travelers Casualty & Surety Co.	\$2,252.00	Excess: Travelers Casualty & Surety Co.	\$2,252.00
Professional Liability (Health Department Only)	Premium	Columbia Casualty Company (CNA Insurance Companies)	\$25,903.00	Columbia Casualty Company (CNA Insurance Companies)	\$27,500.00
	Taxes		\$926.00		\$974.00
Excess Workers' Compensation	Premium	Illinois Public Risk Fund Deductible \$400K per claim	\$153,059.00	Illinois Public Risk Fund Deductible \$400K per claim	\$167,817.00
Administration Fee			\$4,592.00		\$5,035.00
Broker Fee - AJG			\$69,682.00		\$73,166.10
Total Estimated Program Cost			\$1,827,823.00		\$2,223,577.13

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Purchasing Department for Sheriff's Office/Countywide
Committee Name: Public Safety & Judiciary Committee
Committee Date: November 15, 2023
Board Date: November 30, 2023
Resolution Title: Resolution Awarding Impound Vehicle Storage and Related Services

Budget Information

Budgeted? YES	Amount Budgeted? Revenue Contract
If not, originally budgeted, explain the funding source?	
Over or Under approved amount? By:	
ORG/OBJ/Project Codes: 13500-34950 Descriptor: COUNTY-IMPOUND CAR FEES	
Budget Impact? \$	

Background Information: Price negotiations for Impound Vehicle Storage and Related Services was last performed in 2016. Greater Rockford Auto Auction (GRAA) requested a conversation related to pricing, which facilitated a public Request for Proposal. The RFP was emailed to eight (8) vendors who may offer the services required, publicly posted on the County website, and a Public Notice in the Rockford Register Star. One (1) Proposal was received from GRAA. A committee met and evaluated the proposal (see Resolution Exhibit A), and determined the proposed price increase to be as expected; GRAA also provided City of Rockford pricing for review, which is the same as proposed pricing. GRAA is the only provider of impound vehicle storage in the area, the only vendor with the capacity to handle the volume of vehicles, and the only vendor to meet the lot size and security needs for vehicles impounded by the WCSO. GRAA provides extra services to the public, such as key reproduction, tire service, gas service and battery service. Finally, the added-value services offered to WCSO are unlimited use of impound lot for K9 training, at no charge, and office space for officers to complete paperwork.

Recommended By: D.C. Sean Hughes, D.C. Anthony Miceli

Contract/Agreement Information: WCSO would like to enter into an agreement with GRAA for an initial term of two (2) years, with the option to renew for an additional two-year term and one additional term, not to exceed five (5) years, at the sole discretion of the County based upon performance, negotiations of services, delivery, and costs for subsequent years.

Follow-Up Steps: Purchasing department will issue a letter of award to GREATER ROCKFORD AUTO AUCTION, outlining pricing from proposal.

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 Awarding Impound Vehicle Storage and Related Services

WHEREAS, the Winnebago County Sheriff's Office requires the storage and sale of impounded vehicles; and,

WHEREAS, the Winnebago County Purchasing Department accepted proposals for Impound Vehicle Storage and Related Services; and,

WHEREAS, a proposal was received from the only provider of impound vehicle storage in the Rockford area; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal, Resolution Exhibit A, for the aforementioned services and recommends entering into an agreement to provide Impound Vehicle Storage and Related Services as follows:

GREATER ROCKFORD AUTO AUCTION
5937 SANDY HOLLOW ROAD
ROCKFORD, ILLINOIS 61109

\$45.00	STORAGE FEE FOR VEHICLES TO BE RELEASED TO OWNERS
\$75.00	STORAGE FEE CHARGED TO WINNEBAGO COUNTY FOR VEHICLES "ON HOLD"
\$90.00	RELEASE FEE (FLAT RATE; SEIZURES ONLY)
50%	OF PROCEEDS FOR VEHICLES SOLD

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Purchasing Department is authorized to issue, on behalf of the County of Winnebago, an agreement, similar in language to Resolution Exhibit A, with **GREATER ROCKFORD AUTO AUCTION, 5937 SANDY HOLLOW ROAD, ROCKFORD, ILLINOIS 61109**.

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

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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

ATTESTED BY:

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

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

SECTION THREE - PROPOSAL SIGNATURE FORM

PROPOSAL FORM

TO: Winnebago County Purchasing Department
404 Elm Street, Room 202
Rockford, Illinois 61101

DATE: 10-26-23

The undersigned declares they have carefully examined the requirement, information sheet, detailed specifications and proposal form. In addition, declares that this proposal is made without any connection with any person making another proposal, that the proposal is in all respects fair and without collusion or fraud, that no member of the Winnebago County Board or other officer of the County, or any person in the employ of the County is directly or indirectly interested in this proposal, or in any portion of the profits thereof.

NOTE: BIDDERS MUST PROVIDE ALL ADDITIONAL INFORMATION REQUESTED.

FEE STRUCTURE

- 1. Storage fees for vehicles released to owner: \$ 45 per day
- 2. Storage fees charged to Winnebago County for vehicles "On Hold": \$ 75 flat rate per day
(seizures only)
- 3. Release fee charged: \$ 90
- 4. Percentage of proceeds for vehicles sold.* \$ 50%

*Towing fee must be paid to the Sheriff.

Received Addendum: 0 of 0



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: November 15, 2023
Board Meeting Date: November 30, 2023
Resolution Title: Resolution Authorizing Execution of a First Amendment to the Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

Budget Information:

Was item budgeted? No	Appropriation Amount: 168,000
If not, explain funding source: 815 Entertainment LLC, Dba Hard Rock Casino Rockford	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The Winnebago County Sheriff’s Office proposes the extension of an agreement for police services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford for an additional six (6) months. The current agreement expires on December 31, 2023. The extension will go into effect January 1, 2024 and expire July 31, 2024, unless it is renewed in writing by the parties. The extension provides funding for police services for 12 hours a day, seven days a week.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed the first amendment.

Follow-Up: n/a

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

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

2023 CR

RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES WITH 815 ENTERTAINMENT LLC, DBA HARD ROCK CASINO ROCKFORD

WHEREAS, the Winnebago County Sheriff's Office proposes the extension of an agreement for police services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford for an additional six (6) months; and

WHEREAS, the new term of the Agreement shall commence on January 1, 2024, and terminate automatically on July 31, 2024 unless it is renewed in writing by the parties on or before the termination date of July 31, 2024; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of police services for the Hard Rock Casino and recommends approving an agreement from:

815 Entertainment
DBA Hardrock Casino Rockford
610 North Bell School Road
Rockford, Illinois 61114

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement similar in language to Resolution Exhibit A with 815 ENTERTAINMENT, DBA HARDROCK CASINO ROCKFORD, 610 NORTH BELL SCHOOL ROAD, ROCKFORD, ILLINOIS 61114.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Deputy-Chief-Uniform Services Bureau, Winnebago County Sheriff, 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

FIRST AMENDMENT TO
AGREEMENT FOR POLICE SERVICES

This first amendment to the Agreement for Police Services ("First Amendment") is made and entered into on the date last signed by all parties hereto, as set forth by their signatures below, and is effective as of January 1, 2024 (the "Effective Date"), by and between 815 Entertainment LLC dba Hard Rock Casino Rockford ("Hard Rock"), the County of Winnebago ("County") and the Winnebago County Sheriff's Office ("Sheriff").

WHEREAS, Hard Rock, County and Sheriff entered into a certain Agreement for Police Services dated February 3, 2023 ("Agreement") pursuant to which the Sheriff shall provide law enforcement officers to Hard Rock as more specifically outlined in the Agreement; and

WHEREAS, Hard Rock, County and Sheriff desire to extend the Agreement but otherwise keep in place other terms and conditions contained in the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1 (A) of the Agreement is hereby amended by deleting the existing paragraph 1 (A) and replacing it with the following:

- A. This Agreement shall commence on January 1, 2024, and terminate automatically on July 31, 2024 unless it is renewed in writing by the parties on or before the termination date of July 31, 2024.

All other terms and conditions of the Agreement not modified by the express terms of this First Amendment shall continue in full force and effect. In the event of any inconsistency between the provision of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Police Services as of the Effective Date below.

815 Entertainment LLC dba
Hard Rock Casino Rockford

County of Winnebago

By: _____

By: _____

Winnebago County Sheriff

By: _____



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: November 15, 2023
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING EXECUTION OF SERVICE AGREEMENTS AND AMENDMENT #01 FOR OFFICER RECRUITMENT AND RETENTION GRANT PROGRAM
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: November 30, 2023
Budget Information:

Was item budgeted? No	Amount: \$90,400.00
If not, explain funding source: U.S. Department of Justice	
ORG/OBJ/Project Code:	Budget Impact: \$90,400.00

Background Information: The Winnebago County Sheriff's Office proposes to accept an award from the Illinois Law Enforcement Training Standards Board (ILETSB) to attract a larger applicant pool. The award will provide funding for a media campaign that includes the production of at least two recruiting videos, one television spot, a paid social media campaign, as well as to conduct community outreach at various events across Northern Illinois. The Winnebago County Sheriff will enter into multiple contractual agreement with providers to carry out the project.

Recommendation: I recommend the following Agreements:

- 1) Accept Award Agreement from Illinois Law Enforcement Training Standards Board \$90,400.00
- 2) Multiple providers TBD \$90,400.00

Contract/Agreement: County will accept, thereby entering into the Agreement and Amendment #01 with the ILLINOIS LAW ENFORCEMENT TRAINING STANDARDS BOARD (ILETSB) and execute Agreement with contractual providers to fulfill objectives, all of which will follow the Winnebago County Purchasing Ordinance guidelines and will contain a 30-day out clause.

Legal Review: Legal has reviewed agreement with ILETSB and will review contracts prior to execution.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with agreement execution.

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

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

2023 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING EXECUTION OF SERVICE AGREEMENTS AND
AMENDMENT #01 FOR OFFICER RECRUITMENT AND RETENTION GRANT PROGRAM**

WHEREAS, the County of Winnebago has been awarded the Officer Recruitment and Retention Grant Program from the Illinois Law Enforcement Training Standards Board; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement from the Illinois Law Enforcement Training Standards Board; and

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

61400/variouS/02702

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement and Amendment #01 with the ILLINOIS LAW ENFORCEMENT TRAINING STANDARDS BOARD, in the dollar amount of ninety thousand four hundred dollars and zero cents (\$90,400.00) to be spent with multiple contractual providers to carry out the project.

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 Agreement and Amendment #01, in substantially the same form as attached hereto as Resolution Exhibit A.

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



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Public Safety & Judiciary Committee
Committee Date:	11/15/23
Resolution Title:	Resolution Accepting Award and Authorizing Execution of Service Agreements and Amendment #01 for the Officer Recruitment and Retention Grant Program
Board Meeting Date:	11/30/23

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: 07/01/2023 – 06/30/2025	
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 type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget?	<input type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
- If yes, please explain:	
How many sub-awards are included in this award? One (1) TBD	
- 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: Indirect is not allowable.	

EXHIBIT A

Agreement No. 20230901

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, Illinois Law Enforcement Training Standards Board
AND
County of Winnebago

The Illinois Law Enforcement Training Standards Board (Grantor), with its principal office at , and County of Winnebago (Grantee), with its principal office at 404 Elm Street, Suite 533, Rockford, IL 61101 and payment address (if different than principal office) at , hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 10243822 is Grantee's correct DUNS Number; SBEVXUKXKKGK3 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 366006681 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9

tax form with this Agreement.

1.2. **Amount of Agreement.** Grant Funds \$90,400.00, of which are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3150 and the CSFA Name is ILETSB - Officer Recruitment and Retention Grant Program. The State Award Identification Number is 20230901 .

1.4. **Term.** This Agreement shall be effective on 07/01/2022 and shall expire on 06/30/2023 (the "Term"), unless terminated pursuant to this Agreement.

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

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

[Illinois Law Enforcement Training Standards Board]

By: [Signature]

Signature of (Head of Grantor), (Title)

By: _____

Signature of Designee

Date: 6/30/23

Printed Name: Keith Callaway

Printed Title: Executive Director

Designee

By: [Signature]
Signature of First Other Approver, if Applicable

Date: 6/30/23

Printed Name: JOHN PANGOST

Printed Title: CHIEF FINANCIAL OFFICER

Other Approver

By: [Signature]
Signature of Second Other Approver, if Applicable

Date: 6-30-23

Printed Name: _____

Printed Title: Chief Legal

[County of Winnebago]

By: [Signature]

Signature of Authorized Representative

Date: 06/30/2023

Printed Name: Joseph V. Chiarelli

Printed Title: Chairman, Winnebago County Board

E-mail: joec@admin.winnebago.gov

Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. **Standing and Authority.** Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Grant" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30

ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs: Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods

from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. **Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or PART TWO or PART THREE. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall

follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

- (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.
- (iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- (v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.
- (d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to

object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. **Failure to Provide Notification.** To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. **Circumstances Affecting Performance; Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1. **Copies upon Request.** Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. **Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. **Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, **PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by

mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

The purpose of this program is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

Not applicable

EXHIBIT C

PAYMENT

Grantee shall receive \$90,400.00 under this Agreement.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Lenora Burnom

Title: Grant Manager

Address: 500 S 9th St, Springfield IL 62701

Phone: 217-785-4540

TTY#: _____

Fax#: _____

E-mail Address: ptb.grants@illinois.gov

GRANTEE CONTACT

Name: Marlana Dokken

Title: Director

Address: 404 Elm St. Rockford, IL 61101

Phone: (815) 319-4059

TTY #

Fax #

E-mail Address: MDokken@admin.wincoil.gov

Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

Not applicable

**EXHIBIT F
PERFORMANCE STANDARDS**

Not applicable

**EXHIBIT G
SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Not applicable

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

Not applicable

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

Not applicable

**STATE OF ILLINOIS
GRANT AGREEMENT FOR RECRUITMENT & RETENTION
AMENDMENT #01**

For additional consideration, the receipt of which is acknowledged, the body of this Grant Agreement, signed by Grantee on June 30, 2023, is amended as follows:

Section 1.4 Term: The initial effective date of “07/01/22” was included in error and is hereby changed to “06/30/23” reflecting the actual date of execution. The termination date of “06/30/23” was included in error and is hereby changed to “06/30/25” as intended to allow for a two-year period of performance.

Except as modified by this Amendment #01, all other terms and conditions of the original Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives:

Signed and entered into by:

Grantee: County of Winnebago

Grantor: Illinois Law Enforcement
Training & Standards Board

BY: _____
Joseph V. Chiarelli
Chairman, Winnebago County Board
404 Elm Street
Rockford, IL 61101

BY: _____
Keith Calloway
Executive Director
500 S. 9th Street
Springfield, IL 62701

BY: _____
Steven Pingolt
Board Fiscal Officer

BY: _____
John Keigher
Board Chief Legal Counsel

UNFINISHED BUSINESS

**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 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



WINNEBAGO COUNTY

ILLINOIS

Public Safety Sales Tax Alternative Funding Budget Detail Worksheet and Narrative

A. Personnel / Salary— List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
TOTAL SALARY		

SALARY NARRATIVE:

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	

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: November 30, 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 a letter regarding the Byron Station-Integrated Inspection Report 05000454/2023003 and 05000455/2023003 and Exercise of Enforcement Discretion.

Adjournment