



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

Thursday, September 26, 2024  
6:00 p.m.

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Valerie Hanserd
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call**.....Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
  - A. Awards – None
  - B. Presentations – None
  - C. Public Hearings – None
  - D. Public Participation – John Tac Brantley, Renewal Turning Point Program, Community Concern, Pro
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Approval of August 22, 2024 minutes
  - B. Layover of September 5, 2024 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
  - A. New Milford Fire Protection District
    1. Walter Anderson (New Appointment), Rockford, Illinois, to serve the remainder of a 3-year term vacated by Robert Sickler expiring May 2027
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
  - A. Finance Committee.....John Butitta, Committee Chairman

1. Committee Report
  2. Resolution Authorizing Settlement of Pending Litigation (Peyton Pitter v. Winnebago County, et al.)
- B. Zoning Committee..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:
1. Committee Report
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
1. Committee Report
  2. Resolution Approving Six Thousand Dollars (\$6,000) from Host Fees to the Rockford Area Convention and Visitors Bureau (RACVB) to Support the 2024 Stroll on State Event
  3. Resolution Granting Seventy-Five Thousand Dollars (\$75,000) from Host Fees to the Winnebago County Rail Authority (WCRA) for Professional Services to Support the Revitalization of the WCRA and Regional Economic Growth
- D. Operations and Administrative Committee ..... **Keith McDonald, Committee Chairman**
1. Committee Report
  2. Resolution Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board
  3. Resolution Awarding Purchase of Winnebago County Animal Services Transit Van Using CIP 2024 Funds  
 Cost: \$60,265
- 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 Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the North Park Fire Protection District for Fire and EMS Dispatch Services
  3. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Northwest Fire Protection District for Fire and EMS Dispatch Services
  4. Resolution Authorizing a Two-Year Agreement with Lexipol, LLC d/b/a LEFTA Systems (“LEFTA Systems”) for Office of Professional Standards Software
  5. Resolution Authorizing the Winnebago County Board Chairman to Execute an Agreement with Roup, LLC to conduct Online Auctions for Winnebago County Sheriff’s Office Court-Ordered Foreclosure Sales
  6. Resolution Accepting BJA FY24 Byrne Discretionary Community Project Funding and Authorizing the Agreement between the County of Winnebago, Illinois, and the U.S. Department of Justice
  7. Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison

- 8. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
- 9. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program

G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**

- 1. Committee Report
- 2. Resolution Authorizing the Winnebago County Board Chairman to Execute Amendment No. 1 to a Consulting Services Agreement by and between Highstake 35 LLC d/b/a Mercury Public Affairs and the County of Winnebago, Illinois for Federal Lobbyist/Consulting Services

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

**Appointments read in on August 22, 2024**

- A. Otter Creek Lake Utility District, Annual Compensation: None
  - 1. Jeff Wishop (New Appointment), Rockton, Illinois, to serve the remainder of a 5-year term vacated by J. Ronald Waldschmidt expiring May 2027

**Finance Committee**

- A. Annual Appropriation Ordinance Fiscal Year 2025 Laid Over from September 5, 2024 Meeting

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

**12. Announcements & Communications .....Clerk Lori Gummow**

- A. Correspondence (see packet)

**13. Adjournment .....Chairman Joseph Chiarelli**

**Next Meeting: Thursday, October 10, 2024**

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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
AUGUST 22, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 22, 2024 at 6:00 p.m.
2. Board Member Goral gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members, Butitta, Booker, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, McCarthy, McDonald, Nabors, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Arena, Lindmark, and Penney were absent.)

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

Chairman Chiarelli entertained a motion to allow remote access. Board Member Webster 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 Lindmark and Penney were absent.)

Board Member Penney joined remotely at 6:03 p.m.

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

5. Awards - Deputy Nick Gasparini, Deputy Stephanie Edmondson, Deputy Hunter Jones and Loves Park Officer Alexander Jenkins

Presentations- None

Public Hearings - None

Public Participation – None

**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 July 25, 2024 and layover County Board Minutes of August 8, 2024, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)

## CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for August 22, 2024. Board Member Guevara made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.),

## APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

### **A. Otter Creek Lake Utility District, Annual Compensation: None**

1. Jeff Wishop (New Appointment), Rockton, Illinois, to serve the remainder of a 5-year term vacated by J. Ronald Waldschmidt expiring May 2027

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve Agenda Items 2. Thru 5. (as listed below), seconded by Board Member Guevara. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark and Sweeney were absent.)
  2. Resolution for Approval of Distribution of Opioid Litigation Settlement Funds to the Winnebago County Coroner's Office
  3. Resolution for Approval of Distribution of Opioid Litigation Settlement Funds to the Winnebago County Health Department
  4. Resolution for Approval of Distribution of Opioid Litigation Settlement Funds to the Winnebago County Sheriff's Office
  5. Resolution for Approval of Distribution of Opioid Litigation Settlement Funds to the 17<sup>th</sup> Judicial Circuit Court
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Thomas Truitt Versus Winnebago County, seconded by Board Member Thompson. Discussion by Board member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)

### ZONING COMMITTEE

11. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval of a 5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 32.33 +/- Acre Site Commonly Known as 85XX Rote Road (PIN: 12-13-201-001) and 88XX Rote Road (PIN: 12-13-101-004), Rockford, Illinois 61107, in Rockford Township, District 8, to be laid over.

### **ECONOMIC DEVELOPMENT COMMITTEE**

12. No Report.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

13. Board Member McDonald read in for the first reading of an Ordinance Amending Sections of Chapter 2 of the Winnebago County Code of Ordinances Related to the Regional Planning and Development Department to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)
14. Board Member McDonald made a motion to approve a Resolution Establishing the County Holiday Schedule for 2025, seconded by McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)

### **PUBLIC WORKS COMMITTEE**

15. Board Member Tassoni made a motion to approve (24-034) a Resolution Authorizing the Approval of an Intergovernmental Cooperation Agreement with the Greater Rockford Airport Authority for Kishwaukee Road Improvements (Section 24-00731-00-WR), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)
16. Board Member Tassoni made a motion to approve (24-035) a Resolution Authorizing the Award of Bid for Moate Road Shoulder Widening and Paving (Section 24-0000-05-GM), seconded by Board Member Guevara. Discussion by Board member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)
17. Board Member Tassoni made a motion to approve (24-036) a Resolution Authorizing an Application to the Illinois Transportation Enhancement Program (ITEP) for Funds to Develop a Multi-use Path Along or Near Riverside Boulevard to Connect the Perryville Path to the Paladin Parkway Path (Section 24-00733-00-BT), seconded by Board Member Butitta. Discussion by Board Members Tassoni, Butitta, and Webster. Motion was approved by a unanimous vote of all members present. (Board Member Lindmark was absent.)

### **PUBLIC SAFETY AND JUDICIARY COMMITTEE**



18. No Report.

**LEGISLATIVE AND LOBBYING COMMITTEE**

19. No Report.

**UNFINISHED BUSINESS**

20. Board Member Scrol requested discussion with Sheriff Caruana regarding the 911 Center.

**NEW BUSINESS**

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

**ANNOUNCEMENTS & COMMUNICATION**

22. Assistant Supervisor of Elections Manriquez submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
- A. Assistant Supervisor of Elections Manriquez submitted from the United States Nuclear Regulatory Commission the following:
    - a. A Letter regarding the Federal Register/Vo. 89, No. 151/Tuesday, August 6, 2024/Notices.
  - B. Assistant Supervisor of Elections Manriquez submitted a Monthly Report from the Winnebago County Clerk’s Office for July, 2024.
  - C. Assistant Supervisor of Elections Manriquez submitted from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: The city of Rockford and Four Rivers Sanitation Authority will be relocated and improving the Current Household Hazardous Waste Collection site from 3333 to 3315 Kishwaukee Street, All Illinois residents may drop off a variety of typical household chemicals and wastes at the facility at no cost to ensure safe and proper disposal occurs.
  - D. Assistant Supervisor of Elections Manriquez submitted from Charter Communications the Quarterly Franchise Fee Payment for the following:
    - a. Town of Rockton, IL
    - b. Town of Roscoe, IL
    - c. Harlem, IL (Township of Winnebago County)

**ADJOURNMENT**

23. 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 Lindmark was absent.) The meeting was adjourned at 6:32 p.m.

Respectfully submitted,

Rebecca Manriquez  
Assistant Supervisor of Elections  
ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
SEPTEMBER 5, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, September 5, 2024 at 6:00 p.m.
2. Board Member Penney gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Butitta, Booker, Crosby, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Member Guevara was absent.)

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation – Jesus Pereira, Superintendent, Veterans Assistance Commission, VAC FY 2025 Budget Proposal, Con

Board Member Guevara arrived at 6:03 p.m.

**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 August 8, 2024 and layover County Board Minutes of August 22, 2024, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present.

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for September 5, 2024. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present.

## APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board member Butitta read in for the first reading of the Annual Appropriation Ordinance Fiscal Year 2025 to be Laid Over. Discussion by Chief Financial Officer Schultz and Board Member Butitta.

### ZONING COMMITTEE

10. No Report.

### ECONOMIC DEVELOPMENT COMMITTEE

11. No Report.

### OPERATIONS & ADMINISTRATIVE COMMITTEE

12. No Report.

### PUBLIC WORKS COMMITTEE

13. No Report.

### PUBLIC SAFETY AND JUDICIARY COMMITTEE

14. Board Member Lindmark announced the next Public Safety and Judiciary Committee will meet Monday, September 16, 2024.

### LEGISLATIVE AND LOBBYING COMMITTEE

15. Board Member Salgado announced two upcoming meetings in October.

## UNFINISHED BUSINESS

16. **Appointments read in on July 25, 2024**

Board Member Guevara made a motion to approve appointments A. & B. (as listed below), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present.

**A. Washington Park Street Light District, Annual Compensation: \$300**

1. Holden Webb (New Appointment), Machesney Park, Illinois, to serve the remainder of a 3-year term expiring April 2027

**B. Pecatonica Cemetery Association, Annual Compensation: None**

1. Paul E. Seaton (Reappointment), Pecatonica, Illinois, to serve a 6-year term expiring June 2030

**ZONING COMMITTEE**

- A. Board Member Webster made a motion to approve an Ordinance Granting Site Approval of a 5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 32.33 +/- Acre Site Commonly Known as 85XX Rote Road (PIN: 12-13-201-001) and 88XX Rote Road (PIN 12-13-101-004), Rockford, Illinois 61107, in Rockford Township, District 8 (with conditions), Laid Over from August 22, 2024 Meeting, seconded by Board Member Butitta. Discussion by Board Member Butitta. Motion was approved by a roll call vote of 12 yes and 8 no votes. (Board Members Booker, Fellars, Guevara, Lindmark, Sweeney, Tassoni, Thompson, and Webster voted no.)

Board Member Webster announced the next Committee Meeting will be scheduled for Wednesday, October 23, 2024 and prior to that the Zoning Board of Appeals will meet Wednesday, October 9, 2024.

**NEW BUSINESS**

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

Board Member Webster announced the Zoning Ordinance comes with conditions.

Board Member Butitta requested from Clerk Gummow an review of voting procedures for the upcoming election.

Board Member Lindmark announced an event this Sunday to honor those who lost their life on 9/11.

Board Member Arena responded to the comments by Jesus Pereira regarding the inability to provide additional funding to Veterans. Discussion by Board Members Goral, Hoffman, Penney, and Hanserd.

**ANNOUNCEMENTS & COMMUNICATION**

18. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
- A. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
    - a. Collateralization Report – July 31, 2024
    - b. Investment Report - as of August 1, 2024
    - c. Winnebago County Treasurer Bank Balances –July, 2024

**ADJOURNMENT**

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:24 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  
**11 different organization for 15 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
31157	1	Rock River Valley Tooling & Machining Association	10/01/24-11/15/24	\$7,029.95
31158	1	Tri County Alliance	09/27/24-09/29/24	\$4,500.00
31159	1	United Methodist of Women of Court Street	10/01/24-12/15/24	\$900.00
31165	1	Harlem Community Center	10/01/24-11/26/24	\$2,000.00
31167	1	Nikolas Ritschel Foundation	9/28/2024	\$25,000.00
31168	1	Family Counseling Services	10/14/24-11/23/24	\$15,000.00
31169	1	United Way of Rock River Valley	09/27/24-10/25/24	\$4,999.00

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
31160	1	St. Ambrogio Society	10/1/24-10/1/25	\$4,995.00
31161	1	St. Ambrogio Society	10/01/24-10/01/25	\$4,995.00



31162	1	St. Ambrogio Society	10/01/24-10/01/25	\$4,995.00
31163	1	Fraternal Order Of Eagles	10/01/24-10/01/25	\$4,999.00
31164	1	Fraternal Order Of Eagles	10/01/24-10/01/25	\$2,490.00
31166	1	Rockford Steel Pigs Inc	10/06/24-03/02/25	\$1,000.00
31170	1	Ellida Lodge Home Association	10/01/24-09/30/25	\$4,999.99
31171	1	Ellida Lodge Home Association	10/01/24-09/30/25	\$4,999.99

This concludes my report,

Deputy Clerk Daisy Carrillo

LORI GUMMOW  
Winnebago County Clerk

Date 26-Sep-24

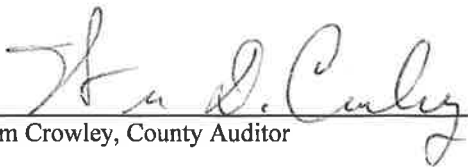
RESOLUTION

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	\$	692,454
101	PUBLIC SAFETY TAX	\$	97,754
103	DOCUMENT STORAGE FUND	\$	14,631
105	VITAL RECORDS FEE FUND	\$	4,005
106	RECORDERS DOCUMENT FEE FUND	\$	277
111	CHILDREN'S WAITING ROOM FUND	\$	17,084
114	911 OPERATIONS FUND	\$	55,815
115	PROBATION SERVICE FUND	\$	22,834
116	HOST FEE FUND	\$	294,301
119	CORONER FEE FUND	\$	454
120	DEFERRED PROSECUTION PROGRAM	\$	17,628
122	FEDERAL FORFEITURE ST ATTY	\$	1,823
126	LAW LIBRARY	\$	4,952
129	COUNTY AUTOMATION FUND	\$	4,540
131	DETENTION HOME	\$	84,374
145	FORECLOSURE MEDIATION FUND	\$	121
155	MEMORIAL HALL	\$	11,423
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	13,146
158	CHILD ADVOCACY PROJECT	\$	1,880
161	COUNTY HIGHWAY	\$	561,029
163	FEDERAL AID MATCHING FUND	\$	456,472
164	MOTOR FUEL TAX FUND	\$	246,476
165	TOWNSHIP HIGHWAY FUND	\$	13,745
168	TOWNSHIP BRIDGE	\$	6,065
181	VETERANS ASSISTANCE FUND	\$	32,273
185	HEALTH INSURANCE	\$	62,320
194	TORT JUDGMENT & LIABILITY	\$	19,016
196	MENTAL HEALTH TAX FUND	\$	661,267
301	HEALTH GRANTS	\$	281,376
302	SHERIFF'S DEPT GRANTS	\$	127,167
304	PROBATION GRANTS	\$	32,345
309	CIRCUIT COURT GRANT FUND	\$	32,323
313	AMERICA RESCUE PLAN	\$	22,320
314	CJCC GRANTS FUND	\$	5,780
401	RIVER BLUFF NURSING HOME	\$	389,630
410	ANIMAL SERVICES	\$	59,085
420	555 N COURT OPERATIONS FUND	\$	12,453
430	WATER FUND	\$	17,191
501	INTERNAL SERVICES	\$	3,285
743	CAPITAL PROJECTS FUND	\$	467,241
	TOTAL THIS REPORT	\$	<u>4,848,355</u>

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 26th day of September 2024 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

# Appointments

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**

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

2024 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION  
(Peyton Pitter v. Winnebago County, et al.)**

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**WHEREAS**, *Peyton Pitter v. Winnebago County, et al.*, is a pending civil action against Winnebago County, the County Sheriff and a Corrections Defendant, filed in the United States District Court for the Northern District of Illinois, as case number 3:24-cv-50105; and

**WHEREAS**, the Plaintiff therein has agreed to settle all claims he has against the Defendants, for the sum of Forty-Five Thousand Dollars (\$45,000.00); and

**WHEREAS**, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant state's attorney, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Forty-Five Thousand Dollars (\$45,000.00).

**BE IT FURTHER RESOLVED**, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Forty-Five Thousand Dollars (\$45,000.00); payable as directed by the State's Attorney.

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

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 \_\_\_\_\_ 2024.

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



**ECONOMIC  
DEVELOPMENT  
COMMITTEE**



# Resolution Executive Summary

**Committee Date:** Monday, September 16, 2024

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

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**Document Title:** Resolution Approving Six Thousand Dollars (\$6,000) From Host Fees To The Rockford Area Convention And Visitors Bureau (RACVB) To Support The 2024 Stroll On State Event

**County Code:** 2019-CR-119, Resolution Concerning The Policy For The Process For Awarding, Recommending, Evaluating And Approval Of Host Fee Funds To Other Entities, “Annual Host Fee Award Policy”

**Board Meeting Date:** Thursday, September 26, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$6,000
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> 41700 - 43190	<b>Budget Impact:</b> None - Budgeted

**Background Information:**

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events in the region. This request is for a grant of \$6,000 for the 2024 “Stroll On State” in-person event in downtown Rockford this year. The County approved \$6,000 for 2023 and \$5,000 for the three years previously, however 2020 “Stroll On State” was virtual due to COVID-19.

**Recommendation:**

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events that spur positive economic impact to the region. The Economic Development Committee along with the County Board has supported the efforts of RACVB numerous times in recent years its, most recently with financial assistance from host fees for Stroll-On-State; 2023-CR-145 (\$6,000), 2022-CR-136 (\$5,000), 2021-CR-135 (\$5,000), 2020-CR-143, (\$5,000) and the WNIT tournament 2021-CR-026 (\$20,000).

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

Rockford Area Convention & Visitors Bureau (RACVB) updates the Economic Development Committee on a quarterly basis and/or the entire Board as they see fit.

**County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [wincoil.gov](http://wincoil.gov)  
Phone: (815) 319- 4225 | E-mail: [boardoffice@admin.wincoil.gov](mailto:boardoffice@admin.wincoil.gov)

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR \_\_\_\_\_

---

**RESOLUTION APPROVING SIX THOUSAND DOLLARS (\$6,000) FROM HOST FEES  
TO THE ROCKFORD AREA CONVENTION AND VISITORS BUREAU (RACVB) TO  
SUPPORT THE 2024 STROLL ON STATE EVENT**

---

**WHEREAS**, the County of Winnebago, Illinois supports the growth of economic development for the region by the attraction of tourism and special events to the area; and

**WHEREAS**, the Rockford Area Convention and Visitors Bureau, (hereinafter “RACVB”) works to grow the economic impact to the Winnebago County Region; and

**WHEREAS**, the RACVB is requesting \$6,000.00 (Six Thousand Dollars) to hold the annual special event in the region to draw visitors to downtown Rockford, Winnebago County for tourism by hosting the Stroll on State Event this year.

**NOW THEREFORE, BE IT RESOLVED**, the County of Winnebago, Illinois will grant \$6,000.00 (Six Thousand Dollars) to the Rockford Area Convention and Visitors Bureau (RACVB) from host fee funds to support tourism by Stroll on State.

**BE IT FURTHER RESOLVED**, that the Rockford Area Convention and Visitors Bureau (RACVB) will be required to reimburse the County the \$6,000.00 (Six Thousand Dollars) of this grant allocated to the “Stroll on State” event, should “Stroll on State” not occur in 2024.

**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 a certified copy of this Resolution to the Winnebago County Chief Operating Officer, County Administrator, the County Auditor, the County Finance Director, and the Executive Director of the Rockford Area Convention and Visitors Bureau.

Respectfully submitted,

**Economic Development Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN SWEENEY, CHAIRMAN

\_\_\_\_\_  
JOHN SWEENEY, CHAIRMAN

\_\_\_\_\_  
TIM NABORS, VICE CHAIR

\_\_\_\_\_  
TIM NABORS, VICE CHAIR

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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ANGELA FELLARS

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ANGELA FELLARS

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
BRAD LINDMARK

\_\_\_\_\_  
BRAD LINDMARK

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
JOHN PENNEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

**Winnebago County Annual Host Fee Award Policy Application**

<b>ORGANIZATIONAL INFORMATION</b>	
<b>Organization Name:</b>	Rockford Area Convention & Visitors Bureau Charitable Foundation
<b>Contact (Point) Person:</b>	Kristen Paul
<b>Contact Person Position:</b>	Executive Vice President
<b>Contact Phone Number:</b>	( 815) 540-7342 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Circle One:</div> <div style="display: flex; gap: 10px;"> <span>Work</span> <span>Home</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Mobile</span> <span>Other: _____</span> </div> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px;">Circle One:</div> <div style="display: flex; gap: 10px;"> <span>Work</span> <span>Home</span> <span>Mobile</span> <span>Other: _____</span> </div> </div>
<b>Address(es) / Location(s) of Activity:</b>	1) Downtown Rockford 3rd to Church and Jefferson to Chestnut
<b>Description of the Organization:</b>	<p>RACVB is a private, non-profit organization established in 1984 to promote and champion efforts to make the Rockford Region an overnight visitor destination. The mission of RACVB is to drive quality of life and economic growth for our citizens through tourism marketing and destination development.</p> <p>Stroll on State is an annual event celebrating its 12th year. It is a free, community driven event highly marketed throughout Winnebago County as the kick off to the holiday season. It features, holiday decor, parade, 5k run, tree lighting, music, fireworks and more.</p>
<b>Requested Award Amount (\$):</b>	\$ <u>6,500.00</u>
<b>Proposed Use of Award (specific):</b>  <i>Should address items, such as: what, who, when, where, how, etc.?</i>	The funds will go directly to the event and help fund the decorations that are located throughout downtown, including in front of the county court house and jail. The decorations are well received and remain up throughout all of December.

*If additional space is needed, make a note in the section(s), "See attachment".*

**Winnebago County Annual Host Fee Award Policy Application**

<p><b>Expected Program Outcomes Outlined:</b></p>	<p>We anticipate attendance of 85,000 people throughout the day making Stroll both the largest festival in the region and largest 5k run with an anticipated 1,300 runners. In total we are seeking over \$300,000 in sponsorship and 5,000 volunteer hours to produce the event.</p>	
<b>OTHER PARTICIPATING ORGANIZATION(S)</b>		
<p><b>Name(s)</b></p>	<b>INVESTMENT</b>	
	<p><b>Amount (\$)</b></p>	<p><i>or</i> <b>Type of Involvement (Description)</b></p>
<p>Northwest Illinois Building Trades Union</p>	<p><b><u>\$ 10,000. 00</u></b></p>	<p>Official City of Rockford Tree Sponsor</p>
	<p><b>Has the investment been formally/officially approved?</b></p> <p><input checked="" type="checkbox"/> <b>Approved</b> Date: <u>8/1/24</u></p> <p><input type="checkbox"/> <b>Anticipated</b> Date: _____</p>	
<p>Gemini Solar</p>	<p><b><u>\$ 10,000. 00</u></b></p>	<p>Official Santa Sponsor</p>
	<p><b>Has the investment been formally/officially approved?</b></p> <p><input checked="" type="checkbox"/> <b>Approved</b> Date: <u>8/1/24</u></p> <p><input type="checkbox"/> <b>Anticipated</b> Date: _____</p>	
<p>IBEW 364</p>	<p><b><u>\$ 25,000. 00</u></b></p>	<p>Official Parade Sponsor</p>
	<p><b>Has the investment been formally/officially approved?</b></p> <p><input checked="" type="checkbox"/> <b>Approved</b> Date: <u>8/1/24</u></p> <p><input type="checkbox"/> <b>Anticipated</b> Date: _____</p>	

**Required documents to be submitted by the Organization**

501(c)(3) tax exempt status


signed W-9 form

  
**Applicant Signature**

8/16/24  
**Date**

*\*\*By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the "Winnebago County Annual Host Fee Policy".*

*If additional space is needed, make a note in the section(s), "See attachment".*



# STROLL *on* STATE<sup>®</sup>



Presented by

**ILLINOIS**  
**BANK & TRUST™**  
a division of HTLF Bank

**12th Annual Sponsorship Packet**

**Stroll on State started** because a handful of people saw a need to showcase downtown Rockford and the holidays was a great time to do that. There had not been a city holiday tree for years. This small group of people rallied a large number of volunteers

**“We didn’t exactly start out with the end in mind. We knew that the UW Health Sports Factory was coming and there were discussions going on about what kind of downtown we wanted to be. There was a voice in my head that said, ‘People think we can’t do something big because it will fail.’ But when people believe something is possible, it can happen.”**

**John Groh, president/CEO,**  
Rockford Area Convention & Visitors Bureau



**Stroll on State is held** annually on the Saturday after Thanksgiving--Small Business Saturday--and is the Rockford region’s kick-off to the holiday season. The free community event in downtown Rockford features a parade, fireworks, tree lighting, musical performances, surprise visits from Santa, and so much more!

**Stroll on State is about experiencing the awe and wonder of what a community can do together.**

**Sponsorship opportunities  
are now available!**



**637,000**

Stroll on State attendees in 11 years

*\* 2020 was a virtual event so attendance was not counted*



**Kristen Paul**  
Executive Vice President

815.540.7342  
kpaul@gorockford.com

---

**Go Rockford**  
102 N. Main St. | Rockford, IL 61101

---

GoRockford.com | StrollOnState.com



# 2024 Sponsor Benefits

## Stroll on State



\*Custom packages available • \*\*Packages can be combined to increase benefits • \*\*\*Additional details and benefits noted on sponsor opportunities sheets

Benefits	Premier	Shining Star	Merry & Bright	Santa's Helper	Friend
Live mentions from main stage during event	❄️				
Logo on Merry and Bright stage and on site banners	❄️				
Logo projected on buildings and/or key entrances	❄️				
Logo on Stroll posters	❄️				
Speaking opportunity at press conference	❄️				
Inclusion in all media releases	❄️				
Name on Dasher Dash shirt	❄️				
Opportunity to have a table at Dasher Dash after party	❄️	❄️			
Logo on Dasher Dash Run sign up	❄️	❄️			
Discounted Dasher Dash employee registration code	❄️	❄️	❄️		
Opportunity to pass branded item during parade	❄️	❄️	❄️		
Special mentions on RACVB social media	❄️	❄️	❄️	❄️	
Complimentary float entry in Stroll on State Parade	❄️	❄️	❄️	❄️	
Logo displayed at sponsored event zone (location varies)	❄️	❄️	❄️	❄️	
Logo and/or name on map	❄️	❄️	❄️	❄️	
Logo or name in post event newspaper thank-you ad	❄️	❄️	❄️	❄️	❄️
Logo on Stroll on State website	❄️	❄️	❄️	❄️	❄️
Approval to use Stroll on State logo	❄️	❄️	❄️	❄️	❄️
Opportunity for customized group volunteer experience	❄️	❄️	❄️	❄️	❄️
# of VIP warming lounge passes	50	30	20	10	4
# of Parking Passes with in/out privileges	15	10	3	-	-
# of Dasher Dash complimentary race registrations	8	4	-	-	-
# of Riders in horse and wagons during Stroll parade	8	4	-	-	-

# 2024 Sponsor Options

## Stroll on State

### Premier

Parade	\$25,000
Drone Show	\$20,000

### Shining Star

City Tree	\$10,000
Fire & Ice	\$10,000
Ice Sculptor	\$10,000
Dance Party	\$10,000
Fireworks	\$10,000
Horse and Wagon	\$10,000
Dasher Dash Presenting	\$10,000
Bell Stages	\$8,500
Holiday Magic Décor (3 available)	\$8,500

### Merry & Bright

East Holiday Market	\$6,500
West Holiday Market	\$6,500
Adult Beverage	\$6,500
Dasher Dash Medals	\$6,500
Indoor Movie Land	\$6,500
Outdoor Movie Land	\$6,500
Rudolph's Reindeer Village	\$6,500
Merry & Bright Main Stage	\$6,500
Elf House Village	\$6,500
Dasher Dash Start/Finish Line	\$6,500
Holiday Spirit Décor (4 available)	\$6,500


### Santa's Helper

Main/Mulberry Tree	\$3,500
Eddie Green Tree	\$3,500
Adult Beverage Cups	\$3,500
Letters to Santa	
Santa's Workshop	\$3,500
Veterans Memorial Hall	\$3,500
Stroll on State Website	\$3,500
Perfect Photo Op (6 available)	\$3,500
East Fire Pits	\$3,500
West Fire Pits	\$3,500
Décor-Santa's Helper (5 available)	\$3,500
Dasher Dash Supporting (5 available)	\$3,500

### Friend

Friend of Stroll on State	\$1,000+
Friend of Dasher Dash	\$1,000+

 Custom packages available

 Packages can be combined to increase benefits



**Go Rockford**  
**102 N. Main St.**  
**Rockford, IL 61101**  
**gorockford.com**

**Kristen Paul**  
**Executive Vice President**  
**815.540.7342**  
**kpaul@gorockford.com**



Office of the Secretary of State  
**ilsos.gov**

# Business Entity Search

## Entity Information

<b>Entity Name</b>	ROCKFORD AREA CONVENTION & VISITORS BUREAU		
<b>File Number</b>	53594433	<b>Status</b>	ACTIVE
<b>Entity Type</b>	CORPORATION	<b>Type of Corp</b>	NOT-FOR-PROFIT
<b>Incorporation Date (Domestic)</b>	09-27-1984	<b>State</b>	ILLINOIS
<b>Duration Date</b>	PERPETUAL		
<b>Annual Report Filing Date</b>	00-00-0000	<b>Annual Report Year</b>	2024
<b>Agent Information</b>	JOHN ALAN GROH 102 N MAIN ST ROCKFORD ,IL 61101	<b>Agent Change Date</b>	07-30-2009

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

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[Purchase Master Entity Certificate of Good Standing](#)

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[File Annual Report](#)

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[Change of Registered Agent and/or Registered Office](#)

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[Adopting Assumed Name](#)

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# Resolution Executive Summary

**Committee Date:** Monday, September 16, 2024

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

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**Document Title:** Resolution Granting Seventy-Five Thousand Dollars (\$75,000) From Host Fees To The Winnebago County Rail Authority (WCRA) For Professional Services To Support The Revitalization Of The WCRA And Regional Economic Growth

**County Code:** 2019-CR-119, Resolution Concerning The Policy For The Process For Awarding, Recommending, Evaluating And Approval Of Host Fee Funds To Other Entities, “Annual Host Fee Award Policy”

**Board Meeting Date:** Thursday, September 26, 2024

**Budget Information:**

<b>Was item budgeted? Yes</b>	<b>Appropriation Amount: \$75,000</b>
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code: 41700 - 43190</b>	<b>Budget Impact: None - Budgeted</b>

**Background Information:**

Winnebago County Rail Authority (WCRA) Board is established by Illinois State Statute 70 ILCS 5/22.1 as a tax-exempt entity. WCRA has the power to provide non-rail transportation services, conduct feasibility studies, set and collect fares or other charges for the use of rail or other facilities, borrow money and issue bonds or notes, apply for, receive, and expend grants, loans, or other funds from the state or federal government agencies, buy, sell, lease, contract assets and property, own public infrastructure and public right-of-way. The \$75,000 from host fees will be utilized for professional services to get the Board in a position to take action from a current dormant state.

**Recommendation:**

Winnebago County supports economic growth to our region. This revitalization tool can assist in the appeal and attraction for industries to our region.

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

Staff can follow-up with the Winnebago County Rail Authority as requested by Committee or County Board.

**County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [wincoil.gov](http://wincoil.gov)  
Phone: (815) 319- 4225 | E-mail: [boardoffice@admin.wincoil.gov](mailto:boardoffice@admin.wincoil.gov)

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR \_\_\_\_\_

---

**RESOLUTION GRANTING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) FROM  
HOST FEES TO THE WINNEBAGO COUNTY RAIL AUTHORITY (WCRA) FOR  
PROFESSIONAL SERVICES TO SUPPORT THE REVITALIZATION OF THE WCRA  
AND REGIONAL ECONOMIC GROWTH**

---

**WHEREAS**, the County of Winnebago, Illinois supports the growth of economic development for the region which transportation connectivity plays a vital role in such; and

**WHEREAS**, Winnebago County Rail Authority, (hereinafter “WCRA”), a body politic and corporate and a public corporation, as established by Illinois State Statute 70 ILCS 5/22.1 *et seq.* (the “Statute”), shall be considered a tax-exempt entity; and

**WHEREAS**, pursuant to Section 22.3 of the Statute, WCRA has the power to provide non-rail transportation services, conduct feasibility studies, set and collect fares or other charges for the use of rail or other facilities, borrow money and issue bonds or notes, apply for, receive, and expend grants, loans, or other funds from the state or federal government agencies, buy, sell, lease, contract assets and property, own public infrastructure and public right-of-way; and

**WHEREAS**, the WCRA Board is comprised of the same seven (7) Board Members of the Greater Rockford Airport Authority (“GRAA”), with specific representation from the County of Winnebago, City of Rockford, City of Loves Park, and the Village of Machesney Park, however the Winnebago County Board Chairman may appoint additional members with the advice and consent of the WCRA Board and based upon financial contribution to the WCRA; and

**WHEREAS**, the Seventy-Five Thousand Dollars (\$75,000.00) from Host Fees would support the revitalization of the WCRA and regional economic growth by covering professional services fees, specifically consulting and legal fees for the WCRA Board; and

**NOW THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois will grant Seventy-Five Thousand Dollars (\$75,000.00) from host fees to the Winnebago County Rail Authority (WCRA) for professional services, specifically consulting and legal fees, to support the revitalization of the WCRA and regional economic growth.

**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 a certified copy of this Resolution to the Winnebago County Chief Operating Officer, County Administrator, the County Auditor, and the County Finance Director.

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN SWEENEY, CHAIRMAN

\_\_\_\_\_  
JOHN SWEENEY, CHAIRMAN

\_\_\_\_\_  
TIM NABORS, VICE CHAIR

\_\_\_\_\_  
TIM NABORS, VICE CHAIR

\_\_\_\_\_  
JEAN CROSBY

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VALERIE HANSERD

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VALERIE HANSERD

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BRAD LINDMARK

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BRAD LINDMARK

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
JOHN PENNEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

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



any time hereafter. The provisions of this Act shall not be considered as impairing, altering, modifying, repealing or superseding any of the jurisdiction or powers of the Illinois Commerce Commission. Nothing in this Act or done under its authority shall restrict, limit or interfere with the use of the land and facilities of a common carrier and the space above such land and facilities or the right to use such land and such facilities in the business of such common carrier, without approval of the Illinois Commerce Commission and without the payment of just compensation to any such common carrier for damages resulting from any such restriction, limitation or interference.

(Source: Laws 1945, p. 290.)

(70 ILCS 5/20) (from Ch. 15 1/2, par. 68.20)

Sec. 20. Partial invalidity. If any provision of this Act, or the application of any provision thereof to any property, person or circumstance, is held to be invalid, such provision as to such property, person or circumstance shall be deemed to be excised from this Act, and the invalidity thereof as to such property, person or circumstance shall not affect any of the other provisions of this Act or the application of such provision to property, persons or circumstances other than those as to which it is invalid, and this Act shall be applied and shall be effective in every situation so far as its constitutionality extends.

(Source: Laws 1945, p. 290.)

(70 ILCS 5/21) (from Ch. 15 1/2, par. 68.21)

Sec. 21. Validation. All contracts, leases, agreements, or other obligations entered into by any airport authority that is authorized under this amendatory Act of 1992 to acquire, own, operate, and finance any commercial or recreational facilities in connection with or relating to any commercial or recreational facility that were entered into or authorized to be entered into by proceedings adopted by the Board of Commissioners of the authority before the effective date of this amendatory Act of 1992 are valid and legally binding obligations of the authority. All instruments providing for the payment of money executed, issued, and delivered by any airport authority that is authorized under this amendatory Act of 1992 to acquire, own, operate, and finance any commercial or recreational facilities, or that any airport authority that is authorized under this amendatory Act of 1992 to acquire, own, operate, and finance any commercial or recreational facilities has assumed or agreed to pay, that were issued and delivered, or assumed, or authorized to be issued and delivered or assumed, by proceedings adopted by the Board of Commissioners of the authority before the effective date of this amendatory Act of 1992, that were authorized for the purpose of financing all or any portion of the cost of any commercial or recreational facility, are valid and legally binding obligations of the airport authority issuing or assuming the obligation to pay the instruments. The acquisition, construction, improvement, equipping, expansion, ownership, or operation by any airport authority that is authorized under this amendatory Act of 1992 to acquire, own, operate, and finance any commercial or recreational facilities before the effective date of this amendatory Act of 1992 is approved, ratified, confirmed, authorized, and validated.

(Source: P.A. 87-854.)

(70 ILCS 5/22.1)

Sec. 22.1. Establishment of a Rail Authority.

(a) The Board of Commissioners of an airport authority in

Winnebago County may, by resolution, establish a Rail Authority as provided in Sections 22.1 through 22.7 of this Act. A certified copy of that resolution shall be filed with the Secretary of State of Illinois. The Board of Commissioners of the airport authority shall not have the power to abolish such a Rail Authority.

(b) A Rail Authority established pursuant to this Section shall be a body politic and corporate and a public corporation.

(c) A Rail Authority shall be governed by a Board of Directors. Except as provided in paragraph (d) of this Section, the Board of Directors shall consist of the members of the Board of Commissioners of the airport authority that establishes the Rail Authority. The Board of Directors of the Rail Authority shall establish by-laws and procedures for their actions and may elect such officers of the Rail Authority and its Board of Directors as they shall determine, who shall serve terms as set by the by-laws of the Rail Authority, not to exceed 5 years.

(d) The composition of the Board of Directors of the Rail Authority may be increased from time to time to include members appointed by the Chairman or President of the County Board of any county that has members on the Board of Directors, all as shall be agreed by the Board of Directors of the Rail Authority, the chairman of the county board of the county in which the establishing airport authority is located, and the county board of the county for which members shall be added; upon such agreement providing for financial contribution to the Rail Authority by the county for which members are added.

(e) All non-procedural actions of the Board of Directors of the Rail Authority shall require the concurrence of the majority of members of the Board of Directors. Members of the Board of Directors shall serve for terms as provided in the by-laws of the Rail Authority not to exceed 5 years, and until their successors are appointed and qualified.

(f) There shall be no prohibitions on members of the Board of Directors of the Rail Authority holding any other governmental office or position.

(Source: P.A. 95-641, eff. 10-11-07.)

(70 ILCS 5/22.2)

Sec. 22.2. Provision of rail and related transportation services. The Rail Authority shall also have the power to provide non-rail transportation services within the Counties, which may consist of shuttle bus service to or from an airport, needed storage facilities, and facilities to load, unload, or transfer freight from one mode of transportation to another such mode related to rail or highway transportation and any needed access roads for that service, as the Board of Directors shall determine are appropriate to advance economic development in the Counties. All property or facilities necessary or useful for such related transportation or economic development services are referred to in this Act as "related facilities". The Authority, in providing rail related facilities, may not operate or perform as a rail carrier.

(Source: P.A. 95-641, eff. 10-11-07.)

(70 ILCS 5/22.3)

Sec. 22.3. Further powers of the Rail Authority.

(a) Except as otherwise limited by this Act, the Rail Authority shall have all powers to meet its responsibilities and to carry out its purposes, including, but not limited to, the following powers:

(i) To sue and be sued.

(ii) To invest any funds or any moneys not required

for immediate use or disbursement, as provided in the Public Funds Investment Act.

(iii) To make, amend, and repeal by-laws, rules and regulations, and resolutions not inconsistent with Sections 22.1 through 22.7 of this Act.

(iv) To set and collect fares or other charges for the use of rail or other facilities of the Rail Authority.

(v) To conduct or contract for studies as to the feasibility and costs of providing any particular service as authorized by this Act.

(vi) To publicize services of the Authority and to enter into cooperative agreements with non-rail transportation service providers, including airport operations.

(vii) To hold, sell, sell by installment contract, lease as lessor, transfer, or dispose of such real or personal property of the Rail Authority, including rail facilities or related facilities, as the Board of Directors deems appropriate in the exercise of its powers and to mortgage, pledge, or otherwise grant security interests in any such property.

(viii) To enter at reasonable times upon such lands, waters, or premises as, in the judgment of the Board of Directors of the Rail Authority, may be necessary, convenient, or desirable for the purpose of making surveys, soundings, borings, and examinations to accomplish any purpose authorized by Sections 22.1 through 22.7 of this Act after having given reasonable notice of such proposed entry to the owners and occupants of such lands, waters, or premises, the Rail Authority being liable only for actual damage caused by such activity.

(ix) To enter into contracts of group insurance for the benefit of its employees and to provide for retirement or pensions or other employee benefit arrangements for such employees, and to assume obligations for pensions or other employee benefit arrangements for employees of transportation agencies, all or part of the facilities of which are acquired by the Rail Authority.

(x) To provide for the insurance of any property, directors, officers, employees, or operations of the Rail Authority against any risk or hazard, and to self-insure or participate in joint self-insurance pools or entities to insure against such risk or hazard.

(xi) To pass all resolutions and make all rules and regulations proper or necessary to regulate the use, operation, and maintenance of the property and facilities of the Rail Authority and, by resolution, to prescribe fines or penalties for violations of those rules and regulations. No fine or penalty shall exceed \$1,000 per offense. Any resolution providing for any fine or penalty shall be published in a newspaper of general circulation in the metropolitan region. No such resolution shall take effect until 10 days after its publication.

(xii) To enter into arbitration arrangements, which may be final and binding.

(xiii) To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers.

(b) In each case in which this Act gives the Rail Authority the power to construct or acquire rail facilities or related facilities or any other real or personal property, the Rail Authority shall have the power to acquire such property by contract, purchase, gift, grant, exchange for other property or rights in property, lease (or sublease), or installment or

conditional purchase contracts, which leases or contracts may provide for consideration to be paid in installments during a period not exceeding 40 years, and to dispose of such property or rights by lease or sale as the Board of Directors shall determine. Property may be acquired subject to such conditions, restrictions, liens, or security or other interests of other parties as the Board of Directors may deem appropriate, and in each case the Rail Authority may acquire a joint, leasehold, easement, license, or other partial interest in such property. Any such acquisition may provide for the assumption of, or agreement to pay, perform, or discharge outstanding or continuing duties, obligations, or liabilities of the seller, lessor, donor, or other transferor of or of the trustee with regard to such property. In connection with the acquisition of Rail Facilities or Related Facilities, including, but not limited to, vehicles, buses, or rapid transit equipment, the Rail Authority may also execute agreements concerning such equipment leases, equipment trust certificates, conditional purchase agreements, and such other security agreements and may make such agreements and covenants as required, in the form customarily used in such cases appropriate to effect such acquisition. The Rail Authority may not acquire property by eminent domain.

(Source: P.A. 95-641, eff. 10-11-07.)

(70 ILCS 5/22.4)

Sec. 22.4. Bonds and notes.

(a) The Rail Authority shall have the power to borrow money and to issue its negotiable bonds or notes as provided in this Section. Unless otherwise indicated in this Section, the term "notes" also includes bond anticipation notes, which are notes that by their terms provide for their payment from the proceeds of bonds subsequently to be issued. Bonds or notes of the Rail Authority may be issued for any or all of the following purposes: to pay costs to the Rail Authority of constructing or acquiring any rail facilities or related facilities, to pay interest on bonds or notes during any period of construction or acquisition of rail facilities or related facilities, to establish a debt service reserve fund, to pay costs of issuance of the bonds or notes, and to refund its bonds or notes.

(b) The issuance of any bonds or notes shall be authorized by a resolution of the Board of Directors of the Rail Authority. The resolution providing for the issuance of any such bonds or notes shall fix their date or dates of maturity, the dates on which interest is payable, any sinking fund account or reserve fund account provisions, and all other details of the bonds or notes and may provide for such covenants or agreements necessary or desirable with regard to the issue, sale, and security of the bonds or notes. The rate or rates of interest on the bonds or notes may be fixed or variable and the Rail Authority shall determine or provide for the determination of the rate or rates of interest of its bonds or notes issued under this Act in a resolution adopted prior to their issuance, none of which rates of interest shall exceed that permitted in the Bond Authorization Act. Bonds and notes issued under this Section may be issued as serial or term obligations, shall be of such denomination or denominations and form, shall be executed in such manner, shall be payable at such place or places and bear such date as the Rail Authority shall fix by the resolution authorizing such bonds or notes and shall mature at such time or times, within a period not to exceed 40 years from their date of issue, and may be redeemable prior to maturity, with or without premium, at the option of the Rail Authority, upon such terms and conditions as the Rail Authority shall fix by the resolution authorizing the issuance of the bonds or notes. In case any

officer whose signature appears on any bonds or notes authorized pursuant to this Section shall cease to be an officer before delivery of such bonds or notes, the signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until the delivery.

(c) Bonds or notes of the Rail Authority issued pursuant to this Section shall have a claim for payment as to principal and interest from such sources as provided by the resolution authorizing such bonds or notes. Such bonds or notes shall be secured as provided in the authorizing resolution of the Board of Directors of the Rail Authority, which may, notwithstanding any other provision of this Act, include in addition to any other security, a specific pledge or assignment of and lien on or security interest in any or all receipts of the Rail Authority and on any or all other revenues or money of the Rail Authority from whatever source, which may by law be utilized for debt service purposes, as well as any funds or accounts established or provided for the payment of such debt service, by the resolution of the Rail Authority authorizing the issuance of the bonds or notes. Any such pledge, assignment, lien, or security interest for the benefit of holders of bonds or notes of the Rail Authority shall be valid and binding from the time the bonds or notes are issued without any physical delivery or further act and shall be valid and binding as against and prior to the claims of all other parties having claims of any kind against the Rail Authority or any other person irrespective of whether such other parties have notice of such pledge, assignment, lien, or security interest. The resolution of the Board of Directors of the Rail Authority authorizing the issuance of any bonds or notes may provide additional security for such bonds or notes by providing for appointment of a corporate trustee (which may be any trust company or bank having the powers of a trust company within Illinois) with respect to the bonds or notes. The resolution shall prescribe the rights, duties, and powers of the trustee to be exercised for the benefit of the Rail Authority and the protection of the owners of such bonds or notes. The resolution may provide for the trustee to hold in trust, invest, and use amounts in funds and accounts created as provided by the resolution with respect to the bonds or notes.

(Source: P.A. 95-641, eff. 10-11-07.)

(70 ILCS 5/22.6)

Sec. 22.6. Exemption from taxation. The Rail Authority and the Rail Corporation shall be exempt from all State and unit of local government taxes and registration and license fees. All property of the Rail Authority or of the Rail Corporation shall be public property devoted to an essential public and governmental function and purpose and shall be exempt from all taxes and special assessments of the State, any subdivision of the State, or any unit of local government.

(Source: P.A. 95-641, eff. 10-11-07.)

(70 ILCS 5/22.7)

Sec. 22.7. Federal, State, and other funds. The Rail Authority shall have the power to apply for, receive, and expend grants, loans, or other funds from the State of Illinois or any of its departments or agencies, from any unit of local government, or from the federal government or any of its departments or agencies, for use in connection with any of the powers or purposes of the Rail Authority as set forth in this Act, and to enter into agreements with the lending or granting agency in connection with any such loan or grant.

(Source: P.A. 95-641, eff. 10-11-07.)

[Top](#)

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**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**

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

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

**2024 CR**

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**RESOLUTION ESTABLISHING THE DATE, TIME AND LOCATION OF EACH MEETING OF  
THE WINNEBAGO COUNTY BOARD**

---

**WHEREAS**, under provisions of 5ILCS 120/2.02, the County Board of the County of Winnebago, Illinois is required to provide public notice of the date, time, and location of its regularly scheduled meetings; and,

**WHEREAS**, the County Board of the County of Winnebago is required to hold regular meetings during the months of June and September and may hold additional regular meetings at such times as may be determined.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Board shall conduct its regular meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month of Fiscal Year 2025 at 6:00 pm., except as indicated hereunder (\*):

- |   |   |
|---|---|
| <b>October 10, 2024</b>                             | <b>April 10, 2025</b>                               |
| <b>October 24, 2024</b>                             | <b>April 24, 2025</b>                               |
| <b>November 14, 2024</b>                            | <b>May 8, 2025</b>                                  |
| <b>November 26, 2024 (4<sup>th</sup> Tuesday) *</b> | <b>May 22, 2025</b>                                 |
| <b>December 12, 2024</b>                            | <b>June 12, 2025</b>                                |
|   | <b>June 26, 2025</b>                                |
| <b>January 9, 2025</b>                              | <b>July 10, 2025</b>                                |
| <b>January 23, 2025</b>                             | <b>July 24, 2025</b>                                |
| <b>February 13, 2025</b>                            | <b>August 14, 2025</b>                              |
| <b>February 27, 2025</b>                            |   |
| <b>March 13, 2025</b>                               | <b>September 4, 2025 (1<sup>st</sup> Thursday)*</b> |
| <b>March 27, 2025</b>                               | <b>September 25, 2025</b>                           |



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 \_\_\_\_\_ 2024.

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 Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department for Winnebago County Animal Services  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** September 19, 2024  
**Board Date:** September 26, 2024  
**Resolution Title:** Resolution Awarding Purchase of Winnebago County Animal Services Transit Van Using CIP 24 Funds

### Budget Information

<b>Budgeted?</b> YES	<b>Amount Budgeted?</b> \$65,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b> \$65,000	
<b>Over or Under approved amount?</b> UNDER <b>By:</b> \$4,735	
<b>Reason for ARPA or CIP increase?</b> N/A	
<b>If ARPA funded, was it approved by Baker Tilly?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 82200-46430-C2422 <b>Descriptor:</b> CIP 24-Automobile	
<b>Budget Impact?</b> \$ 60,265	

**Background Information:** The Winnebago County Animal Services Department is requesting to replace their existing F250 Super Duty Truck using CIP 24 funds. The vehicle being replaced is no longer operable for heat or cooling when transporting animals. It is difficult to drive and poses functionality issues for the operation.

Purchasing and Animal Services worked to evaluate various options on purchasing new, used or direct order from the dealer. Ultimately, ordering direct from the dealership posed the best scenario. It will allow for better warranties and cost-effective pricing for additional outfitting necessary for the Animal Services operation.

Purchasing obtained three quotes to purchase a 2024 Transit 150 Van. Quotes include dealer discounted pricing and government GSA pricing for vehicles. Additional quotes were obtained for outfitting the vehicle. Please reference Resolution Exhibit A for a quote breakdown.

Brad Manning Ford presented the best offer for the 2024 Transit 150 Van. Animal Services would like to order the vehicle for \$54,346 and have the vehicle outfitted for \$5,919 (Resolution Exhibit B).

The vehicle being replaced will be sold by the Purchasing Department on govdeals.com when they become available.

**Recommended By:** Administrator, Jennifer Stacy

**Follow-Up Steps:** Purchasing Department will issue Purchase Orders to the various vendors.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

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**RESOLUTION AWARDING PURCHASE OF WINNEBAGO COUNTY ANIMAL SERVICES  
TRANSIT VAN USING CIP 24 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 \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

**WHEREAS**, the Winnebago County Animal Services Department requested the purchase of a Ford Transit Van, using CIP 24 funds; and

**WHEREAS**, the Purchasing Department obtained quotes for price and delivery, resulting in the lowest price from Brad Manning Ford; and

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the Transit Van and Vehicle Outfitting, (Resolution Exhibit A and B) and recommends awarding the purchases to Brad Manning Ford, Charles Brown, DBA Rockford Communications, Cherry Valley Landscape and Grafix Shoppe, respectively.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders in the amount of \$60,265, on behalf of the County of Winnebago, to Brad Manning Ford, 402 Manning Drive, Dekalb, Illinois 60115; Charles Brown, DBA Rockford Communications, 720 Lorden Court, Rockford, Illinois 61104; Grafix Shoppe, 3225 Neil Armstrong Blvd Suite 600, Eagan, Minnesota 55121; and Cherry Valley Landscape, 7711 Newberg Road, Rockford IL 61108

**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, Finance Director, County Administrator, County Sheriff, County Board Office, County Animal Services Administrator and County Auditor.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

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VALERIE HANSERD, VICE CHAIR

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JOE HOFFMAN

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JAIME SALGADO

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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 \_\_\_\_\_ 2024.

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

**QUOTE TAB****24NB-2329****ANIMAL SERVICES TRANSIT VEHICLE USING CIP 2024 FUNDS**

	<b>Brad Manning Ford</b>	Rock River Ford	Morrow Brother's Ford
Ford 150 Transit Van	\$ <b>54,346</b>	\$ 56,980	\$ 57,447
Outfitting	\$ <b>5,919</b>	\$ 5,919	\$ 5,919
Total	\$ <b>60,265</b>	\$ 62,899	\$ 63,366

# Intent to Purchase



(For use with Government orders only)

Date:

Government Agency		Dealer	
Agency Name	Winnebago County	Dealership Name	Brad Manning Ford
Street Address	404 Elm St Ste #202	Street Address	402 Manning Dr
City, State, Zip Code	Rockford IL 61101	City State, Zip Code	DeKalb IL 60115
FIN Code	QG630	Dealer Code	41496

ORDER NUMBERS	VEHICLE DESCRIPTION (BODY CODE)		MSRP	Price
W150	E2Y	2024 T-150 Low roof AWD, 148' wheelbase, white, 3.5L v6 XL 101a package	\$57,700	\$53,615
		Delivery of vehicle and paperwork		\$200
		Doc Fee, title, M plates		\$531.03
<i>If needed, you may attach an additional list of order numbers</i>				
Quote is for attached vehicle build. Ordered under FIN code QG630. Build and delivery time is TBD			<b>TOTAL PURCHASE</b>	<b>\$54,346.03</b>

Government Agency Representative		Dealership Sales Representative	
Signature		Signature	
Printed Name/Title		Printed Name/Title	Eric Kilmer
Date		Date	9/12/24
Email		Email	eric.manningford@gmail.com
Telephone		Telephone	815-756-6325 815-762-5105

TO: ROGER WINNEBAGO CO ANIMAL SERVICES 3/6/2024

FROM: CHARLES BROWNE, ROCKFORD COMMUNICATIONS 815-742-2842

SUBJECT: QUOTES TO REMOVE ALL EQUIPMENT FROM UNIT 82 AND INSTALL INTO NEW TRANSIT  
 REPURPOSE ALL EQUIPMENT EXCEPT PURCHASE NEW MINI LIGHT BAR, 2 FRONT GRILLE LIGHTS  
 AND NEW ARROW STICK TO MATCH OTHER TRANSITS ,

REMOVE ALL EQUIPMENT FROM 82			\$ 280.00		
NEW EQUIPMENT FOR TRANSIT					
	BRAND			EXT	
1 FEDERAL SIGNAL MINI LIGHT BAR	FS	454101HL	\$ -		DISCONTINUED
1 STL MINI LIGHT BAR	STL	M-TKF27	\$ 400.00	\$ 400.00	WITH TAKE DOWN CLEAR
2 FRONT GRILLE LEDS AMBER	STL	Z12	\$ 78.00	\$ 156.00	
2 REAR GRILLE LEDS AMBER	STL	Z12	\$ 78.00	\$ 156.00	MULTI COLOR AMBERER/WHT
1 WHELEN TRAFFIC ADVISOR ARROW STICK AND CONTROL	WHELEN	TAL85	\$1,100.00	\$ 1,100.00	
1 WHELEN TA CONTROL HEAD	WHELEN	TACTL85	\$ -	\$ -	INCLUDED WITH ARROW STICK
1 RAM COMPUTER MOUNT IF NEEDED	RAM	RAM-VB-194-SW1	\$ 385.00	\$ 385.00	
1 PRINTER IF NEEDED POCKET JET 6 IF NEEDED			\$ 400.00	\$ 400.00	
1 PRINTER CRADLE POCKET JET IF NEEDED			\$ 180.00	\$ 180.00	
2 CARGO LED LIGHTS IF NEEDED W/GUTTER BRACKETS			\$ 50.00	\$ 100.00	
1 CONSOLE BOX IF WANTED	WEATHER GUARD		\$ 400.00	\$ 400.00	
	PARTS			\$ 3,277.00	
	INSTALLATION LABOR		\$1,200.00	\$ 1,200.00	
	<b>TOTAL</b>			<b>\$ 4,477.00</b>	

NOTES ITEMS IN YELLOW YOU MAY NOT NEED OR WANT  
 WE MAY BE ABLE TO USE COMPUTER MOUNT FROM 82 PROVIDED CONSOLE IS NOT TOO HIGH  
 WE MAY BE ABLE TO USE PRINTER AND CRADLE FROM 82 OR YOUR STOCK BUT I QUOTED NEW JUST IN CASE  
 GRILLE LIGHTS AND LIGHTBAR QUOTED ARE BRIGHTER THAN WHAT YOU ARE CURRENTLY USING  
 THE LIGHTBAR ON THE TRANSIT I LOOKED AT IS NO LONGER AVAILABLE SO I PICKED A BRIGHTER ONE

**PRICES ON SPOTLIGHT**

1 UNITY 330CL-0002 SPOTLIGHT	\$ 150.00	\$ 150.00
1 UNITY INSTALL KIT FOR TRANSIT	\$ 85.00	\$ 85.00
INSTALL LABOR	\$ 80.00	\$ 80.00
		\$ 315.00



3225 Neil Armstrong Blvd, Ste 600  
 Eagan, MN 55121  
 888-683-9665 Toll free  
 651-683-9740 Fax

# Quotation

Date	Estimate #
3/15/2024	302427

Bill To
Winnebago County Animal Services (IL) Accounts Payable 4517 N. Main St. Rockford, IL 61103

Ship To
Winnebago County Animal Services (IL) Brett Frazier 4517 N. Main St. Rockford, IL 61103

Terms	Est. Delivery from art approval	Rep	Project Name
Net 30	2 weeks	Paul	20171214DDL007

Qty	Description	Price	Total
1	*Animal Services Graphics Custom Reflective Graphic Kit for a 2021 Ford Transit 250 Cargo Low Roof with the 130" wheel base. Unit # TBD (3 ea. for front fenders and rear doors/tailgate - same font/style/color as phone number in kit.)	695.00	695.00
	Estimated Shipping/Handling	35.00	35.00

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X \_\_\_\_\_

<b>Subtotal</b>	\$730.00
<b>Sales Tax (0.00)</b>	\$0.00
<b>Total</b>	<b>\$730.00</b>



Q U O T A T I O N

CHERRY VALLEY LANDSCAPE CENTER INC  
 7711 NEWBURG RD  
 ROCKFORD, IL 61108 USA  
 Phone #: (815)977-5268  
 Fax #: (815)977-5384

PHONE #: (815)319-4016  
 CELL #:  
 ALT. #: (815)519-6586 Ext: MIKE  
 P.O.#:  
 TERMS: Net 10th EOM  
 SALES TYPE: Quote

DATE: 9/10/2024  
 ORDER #: 72348  
 CP: WilliamS  
 LOCATION: 1  
 STATUS: Active

**BILL TO 100781**

WINNEBAGO COUNTY HIGHWAY DEPT.  
 424 N. Springfield Avenue  
 ROCKFORD, IL 61101

**SHIP TO**

WINNEBAGO COUNTY HIGHWAY DEPT.  
 424 N. Springfield Avenue  
 ROCKFORD, IL 61101

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
WG	89025	TRANSIT 148 IN WHEEL BASE FLOOR MAT	1	\$496.99	\$496.99
****	MISC	TRIM STRIPS REAR AND SIDE DOORS	1	\$35.00	\$35.00
****	SHP	SHIPPING/HANDLING- UNLESS PRICE EXCEEDS WILL ADJUST	1	\$30.00	\$30.00
****	LABOR	INSTALL MAT/TRIM STRIPS AROUND REAR AND SIDE DOORS AS NEEDED	1	\$150.00	\$150.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: **\$711.99**  
 TAX: **\$0.00**  
**ORDER TOTAL: \$711.99**

Authorized By: \_\_\_\_\_

**Public Safety &  
Judiciary  
Committee**



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Board Meeting Date:** September 26, 2024  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the North Park Fire Protection District for Fire and EMS Dispatch Services

**Budget Information:**

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

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

**Recommendation:** Approve the agreement. The North Park Fire Protection District will pay the county \$15 dollars per fire dispatch generating approx. \$34,995.00 per year in revenue.

**Contract/Agreement:** Attached.

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

**Follow-Up:** n/a

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

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

2024 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO  
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTH PARK FIRE  
PROTECTION DISTRICT FOR FIRE AND EMS DISPATCH SERVICES**

---

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

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

**WHEREAS**, the North Park Fire Protection District (“North Park Fire”) provides emergency fire and medical services; and

**WHEREAS**, North Park Fire and the County have determined it would be in their best interests for North Park Fire to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within North Park Fire, pursuant to the terms of the Intergovernmental Agreement attached hereto as 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 Intergovernmental Agreement with North Park Fire, attached hereto as Exhibit A, and recommends contracting with North Park Fire under the terms set forth in the Intergovernmental Agreement.

**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 Intergovernmental Agreement with the North Park Fire Protection District, in substantially the same form as contained in Exhibit A.

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

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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
**JOSEPH V. CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

EXHIBIT A

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

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of 10/11, 2024 (“Effective Date”), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office (“County”) and the North Park Fire Protection District, a unit of local government (“North Park Fire”). The County and North Park Fire are also collectively referred to as the “Parties” or individually as a “Party.”

**WITNESSTH**

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

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

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

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

**WHEREAS**, North Park Fire provides emergency fire and medical services; and

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

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

1. Agreement to Provide Services

- a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the North Park Fire Protection District, PSAP shall answer those calls and provide dispatch services twenty-four (24) hours a day each day of the year.

Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to North Park Fire on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by North Park Fire 's response to dispatches initiated by the PSAP.
- c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.

## 2. Ownership and Responsibility for Equipment

- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or North Park Fire as necessary to complete the dispatching process.
- b. Personnel. The County shall provide at its own expense two dedicated fire dispatchers to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.

3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, North Park Fire hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. North Park Fire hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with North Park Fire for purposes of this Agreement and shall provide the County with a letter on North Park Fire Protection District letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.

4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with North Park Fire Policies and Procedures. County shall comply with all North Park Fire 's written policies and procedures relating to the services provided herein. North Park Fire shall provide to County its Policy and Procedures/response criteria (SOG manual).
  
6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify North Park Fire of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.
  
7. Rates and Billing
  - a. North Park Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as North Park Fire acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by North Park Fire of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for North Park Fire, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for North Park Fire without such contribution. During the terms of this contract , the cost per dispatched call will not increase by an amount greater than the six (6) percent.
  
  - b. The County shall send bills monthly to North Park Fire at the following address:

North Park Fire Protection District  
600 Wood Ave.  
Machesney Park, IL 61115  
Attn: Chief of Department
  
  - c. North Park Fire shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago



404 Elm Street  
Rockford, IL 61101  
Attn: Finance Department

8. Term and Termination.

- a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.
  - b. Termination. This Agreement may be terminated as follows:
    - i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;
    - ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
    - iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or
    - iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.
9. Compliance with Law. The parties hereto shall comply with all applicable state and federal laws, rules, and regulations.

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and North Park Fire Protection District .
- b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

- c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

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

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

If to North Park Fire: North Park Fire Protection District  
600 Wood Ave.  
Machesney Park, IL 61115  
Attn: Chief of Department

Copy to: North Park Fire Protection District  
Attorney Nathan Noble  
504 North State Street  
Belvidere, IL 61008

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

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

**COUNTY OF WINNEBAGO, ILLINOIS**  
a body politic and corporate

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

Date: \_\_\_\_\_

ATTEST:


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

Date: \_\_\_\_\_

**NORTH PARK FIRE PROTECTION DISTRICT**  
a unit of local government

  
\_\_\_\_\_  
Joel Hallstrom  
Fire Chief

Date: 8/23/24 \_\_\_\_\_

ATTEST:   
\_\_\_\_\_  
Brent Meade  
Board President

Date: 8/23/24 \_\_\_\_\_

## **EXHIBIT A**

### **LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY**

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

**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY NORTH PARK FIRE PROTECTION DISTRICT**

1. Repeater Transmit Frequency 153.7475 PL D315
2. Repeater Receive Frequency 154.8525 PL D315.
3. Fire Ground Frequency 154.205 (receive & transmit) PL D411

Still Alarm Tone

A tone 1473.1

B tone 1514.2

General Alarm Tones

A tone 1473.1

B tone 2334.6

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



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Board Meeting Date:** September 26, 2024  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Northwest Fire Protection District for Fire and EMS Dispatch Services

## Budget Information:

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

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

**Recommendation:** Approve the agreement. The Northwest Fire Protection District will pay the county \$15 dollars per fire dispatch generating approx. \$11,265.00 per year in revenue.

**Contract/Agreement:** Attached.

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

**Follow-Up:** n/a

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

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

2024 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO  
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTHWEST FIRE  
PROTECTION DISTRICT FOR FIRE AND EMS DISPATCH SERVICES**

---

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

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

**WHEREAS**, the Northwest Fire Protection District (“Northwest Fire”) provides emergency fire and medical services; and

**WHEREAS**, Northwest Fire and the County have determined it would be in their best interests for Northwest Fire to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within Northwest Fire, pursuant to the terms of the Intergovernmental Agreement attached hereto as 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 Intergovernmental Agreement with Northwest Fire, attached hereto as Exhibit A, and recommends contracting with Northwest Fire under the terms set forth in the Intergovernmental Agreement.

**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 Intergovernmental Agreement with the Northwest Fire Protection District, in substantially the same form as contained in Exhibit A.

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

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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
**JOSEPH V. CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



EXHIBIT A

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

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of 10 | 1 |, 2024 (“Effective Date”), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office (“County”) and the Northwest Fire Protection District, a unit of local government (“Northwest Fire”). The County and Northwest Fire are also collectively referred to as the “Parties” or individually as a “Party.”

**WITNESSTH**

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

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

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

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

**WHEREAS**, Northwest Fire provides emergency fire and medical services; and

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

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

1. Agreement to Provide Services

- a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Northwest Fire Protection District, PSAP shall answer those calls

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

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Northwest Fire 's response to dispatches initiated by the PSAP.
- c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.

2. Ownership and Responsibility for Equipment

- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Northwest Fire as necessary to complete the dispatching process.
- b. Personnel. The County shall provide at its own expense two dedicated fire dispatchers to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.

3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Northwest Fire hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Northwest Fire hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Northwest Fire for purposes of this Agreement and shall provide the County with a letter on Northwest Fire Protection District letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.

4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with Northwest Fire Policies and Procedures. County shall comply with all Northwest Fire 's written policies and procedures relating to the services provided herein. Northwest Fire shall provide to County its Policy and Procedures/response criteria (SOG manual).
  
6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Northwest Fire of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.
  
7. Rates and Billing
  - a. Northwest Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Northwest Fire acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by Northwest Fire of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for Northwest Fire, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for Northwest Fire without such contribution. During the terms of this contract the cost per dispatched call will not increase by an amount greater than the six (6) percent.
  
  - b. The County shall send bills monthly to Northwest Fire at the following address:  
Northwest Fire Protection District  
3222 N Central Ave  
Rockford, IL 61101  
Attn: Chief of Department
  
  - c. Northwest Fire shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

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

8. Term and Termination.

a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.

b. Termination. This Agreement may be terminated as follows:

i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;

ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;

iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or

iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

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

10. Miscellaneous.

a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and Northwest Fire Protection District.

b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

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

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

If to North Park Fire: Northwest Fire Protection District  
3222 N Central Ave  
Rockford, IL 61101  
Attn: Chief of Department

Copy to: Northwest Fire Protection District Attorney

d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.

f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.

g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.

h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed

to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

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

**COUNTY OF WINNEBAGO, ILLINOIS**  
a body politic and corporate

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

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

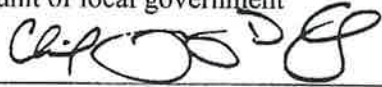
**NORTHWEST FIRE PROTECTION DISTRICT,**

**EXHIBIT A**

**LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY**

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

a unit of local government



Jerry Caskey  
Fire Chief

Date:

8/20/24

ATTEST:



Board President

Date:

8/20/24



**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY NORTHWEST FIRE  
PROTECTION DISTRICT**

1. Repeater Transmit Frequency 153.7475 PL D315
2. Repeater Receive Frequency 154.8525 PL D315.
3. Fire Ground Frequency 154.205 (receive & transmit) PL D411

**Still Alarm Tone**

A tone 1473.1

B tone 1514.2

**General Alarm Tones**

A tone 1473.1

B tone 2334.6

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



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Board Meeting Date:** September 26, 2024  
**Resolution Title:** Resolution Authorizing a two-year agreement with Lexipol, LLC d/b/a LEFTA Systems (“LEFTA Systems”) for Office of Professional Standards Software

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$31,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b>	<b>Descriptor:</b>

**Background Information:** The SHIELD Suite, through LEFTA Systems, includes applications to document and track recruiting and background efforts, academy, field and other mandated training, use of force, Internal Affairs, complaints, pursuits, fleet management, and culminating with the most advanced Early Intervention System on the market.

**Recommendation:** Approve the agreement.

**Contract/Agreement:** Attached

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

**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

2024 CR

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**RESOLUTION AUTHORIZING A TWO-YEAR AGREEMENT WITH LEXIPOL, LLC D/B/A LEFTA SYSTEMS (“LEFTA SYSTEMS”) FOR OFFICE OF PROFESSIONAL STANDARDS SOFTWARE**

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**WHEREAS**, the Winnebago County Sheriff’s Office proposes an agreement to implement the SHIELD Suite, through Lexipol, LLC d/b/a LEFTA Systems (“LEFTA Systems”) for Office of Professional Standards Software; and

**WHEREAS**, this software includes applications to document and track recruiting and background efforts, academy, field and other mandated training, use of force, Internal Affairs, complaints, pursuits, and fleet management; and

**WHEREAS**, the initial term of the Agreement shall be for twenty-four (24) months commencing on the date of the signed Agreement, and subject to the County’s annual appropriation of funds may automatically renew for up to two (2) additional 12-month periods unless the Agreement is terminated; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of the software from LEFTA Systems and recommends approving an agreement from:

**LEFTA Systems  
10950-60 San Jose Blvd, Suite 101  
Jacksonville, Florida 32223**

**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 Lexipol, LLC d/b/a LEFTA Systems, 10950-60 San Jose Blvd, Suite 101, Jacksonville, Florida 32223.

**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

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JEAN CROSBY

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CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

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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 \_\_\_\_\_ 2024.

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

EXHIBIT A



**LEFTA SYSTEMS**

Lexipol, LLC d.b.a. LEFTA Systems

Agreement No.: 070324-ILWCSO-01

Customer					
<b>Agency:</b>	Winnebago County Sheriff's Office				
<b>Address:</b>	650 W. State Street				
<b>City:</b>	Rockford	<b>State:</b>	IL	<b>Zip:</b>	61102
<b>Attn:</b>	Kurt Whisenand				

Info	
<b>Date:</b>	07/03/24
<b>Valid Until:</b>	10/02/24
<b>Account Manager:</b>	Bryan Selzer
<b>Payment Term:</b>	Net 30

Qty	Description	List Price	Total
1	Annual SHIELD Suite subscription base: 1. <b>LEFTA</b> – FTO Software (Patrol) 2. <b>METR</b> – Training Records Software 3. <b>FACTS</b> – Use of Force 4. <b>INTERNAL AFFAIRS</b> 5. <b>PASS</b> – Field Investigation Card/Stop Data 6. <b>VIPR</b> – Vehicle Pursuits 7. <b>V-DOC</b> – Vehicle Incident Documentation 8. <b>EMCOT</b> – Employee Conduct Tracking 9. <b>Command Center</b> : Customized command staff and public dashboards and enhanced Early Intervention System  Annual license fee includes IT support, free updates and hosting.	\$5,500	\$5,500
1	Additional LEFTA FTO application for Communications	\$1,500	\$1,500
1	Additional LEFTA FTO application for Corrections	\$1,500	\$1,500
400	Annual per user license fee	\$40	\$16,000
1	<b>Onetime</b> customization and set up fee for the SHIELD Suite	\$2,000	\$2,000
1	Hosting on Microsoft Azure Government for up to 100 GB of storage.	Included	Included
Unlim.	Unlimited virtual live training sessions for administrators	Included	Included
1	Inventory System add-on	\$2,500	\$2,500
1	One mass upload of historic training records into METR. <b>Onetime fee</b> Data must be submitted as a single file in either CSV or Excel format	\$1,500	\$1,500
1	Active Directory, annual fee	\$500	\$500
		<b>TOTAL:</b>	<b>\$31,000</b>

## Terms and Conditions

This **TERMS and CONDITIONS AGREEMENT** (“**Agreement**”) is made and entered into as of the effective date shown in the agreement, by and between **Client** and **Lexipol, LLC, a Delaware limited liability company** doing business as **LEFTA Systems** (“**LEFTA Systems**”).

- 1. Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the agreement, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client’s internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

### **1.1. License Restrictions.**

- 1.1.1.** Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title, and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider, or similar arrangement.

- 1.1.2.** Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

- 1.2. Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed agreement, subject to the Client’s annual appropriation and unless terminated in Section 1.5 below. An invoice is issued and paid pursuant to Illinois’ Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. Client shall be solely responsible for the payment of all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. LEFTA Systems will assess an annual fee that will include a cost of living or consumer price index increase not to exceed 5 percent (5%). Customer development projects require a 50 percent (50%) down payment prior to commencement of work and remaining 50 percent (50%) due upon acceptance by Client.

- 1.3. Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1<sup>st</sup> or the 15<sup>th</sup> of the month to match LEFTA Systems billing cycles.

- 1.4. Late Fees:** All invoices shall be paid pursuant to Illinois’ Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

## Terms and Conditions.

**Term of Agreement.** The initial term shall be twenty-four (24) months commencing on the date of the signed Agreement, and subject to the Client's annual appropriation of funds may automatically renew for up to two (2) additional 12-month periods unless this Agreement is terminated pursuant to the provisions of Section 1.5.

### 1.5. Termination of Agreement.

- 1.5.1. Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least ninety (90) days prior to the expiration of the then-current initial or renewal Term; or for convenience by either party during any point in the initial Term, or renewal Term, by written notice to the other party effective ninety (90) days after the receipt of such notice.
- 1.5.2. Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 1.5.3. **Fees Nonrefundable upon Cancellation.** If prior to the expiration of the initial Term or any renewal Term, Client terminates the Agreement, any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 1.5.4. Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

2. **Confidentiality.** During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a prudent businessperson would use to protect such information. For the avoidance of doubt, ***Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software.*** The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's authority and information that is officially known or becomes officially known through no act or failure to act on the part of the recipient. The provisions of Section 2 shall survive the termination of this Agreement for any reason.

3. **Indemnification.** LEFTA Systems shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, attorney's fees, and costs incurred by Client resulting from any third-party claim, suit, action, or proceeding that LEFTA's equipment, hardware and Software, or any part thereof provided to the Client or utilized in performing LEFTA's services under this Agreement, infringes or misappropriates such third-party's valid U.S. patent, copyright or license, provided that the Client promptly notifies LEFTA Systems in writing of the claim. In the event the use of any equipment, hardware or Software or any part thereof is enjoined, LEFTA Systems with all reasonable speed and due diligence shall provide or otherwise secure for Client, at LEFTA Systems' election, one of the following: the right to continue use of the equipment, hardware or Software; an equivalent system having the specifications as provided in this Agreement; or LEFTA Systems shall modify the system or its component parts so that they become non-infringing while performing substantially similar manner to the original system, meeting the requirements of this Agreement.

**3.1. Insurance Requirements of LEFTA Systems.** LEFTA Systems, at its own cost, must provide and maintain at all times, until the completion of the term of this Agreement the insurance specified below. Nothing contained in these insurance requirements is to be construed as limiting the extent of LEFTA Systems legal responsibility for payment of damages resulting from its services under this Agreement. The Winnebago County, Illinois Purchasing Department maintains the right to modify, delete, alter or change these insurance requirements.

**Coverages:**

**(a) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

**(b) Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability with limits not less than the following amounts:

Each Occurrence	\$1,000,000
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**(d) Network Security & Privacy Liability (Cyber)**

LEFTA Systems shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

All the required insurance policies shall name the County of Winnebago, Illinois ("County") and the Winnebago County, Illinois Sheriff's Office ("Sheriff"), the County and Sheriff's officials, employees and agents as additional insureds. LEFTA Systems must furnish the County's Purchasing Department, 404 Elm Street, Room 202, Rockford, Illinois, 61101, original certificates of insurance and additional insured endorsements, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. LEFTA Systems must submit evidence of insurance to the County's Purchasing Department prior to execution of the Agreement.

**4. Miscellaneous.**

**4.1. Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered, or supplemented except by a written agreement signed by both parties.



- 4.2. Technical Support.** Annual license fee includes unlimited technical support with a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.

Hours of Operation: Monday – Friday (excluding holidays)  
8:00 AM EST – 8:00 PM EST  
Phone Number: (800) 405-3109 Option 1  
Email Address: [support@leftasystems.org](mailto:support@leftasystems.org)

- 4.2.1.** Security incidents should be reported immediately via email at [security@leftasystems.org](mailto:security@leftasystems.org).

- 4.2.2.** All application updates and/or bug fixes are included.

- 4.3. Hosting and Data.** The annual license fee includes Client’s software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the agreement without additional charge. ***Client is responsible to monitor their data amount.*** Additional storage fees shall be billed to and payable by Client for any overages. Additional data can be purchased for \$200 per additional 10 GB or \$2,000 per additional 1 terabyte (TB). Listed fees are billed annually.

- 4.3.1.** LEFTA Systems is only responsible for storing and keeping Client data safe. LEFTA Systems will retain all Client data until this agreement has been cancelled in writing. Upon cancellation of the agreement, the client has ninety (90) days to either request in writing a copy of the Client’s database from LEFTA Systems or download any data within LEFTA Systems’ applications. All client data will be purged after the 90-day waiting period.

- 4.4. Implementation and Training.** *Client is responsible for identifying a Project Manager within their own agency who is responsible for managing the implementation process and timeline within their own agency. LEFTA Systems assigns a dedicated resource to complete the application configuration and training within 13-weeks beginning after the initial project kick-off meeting. After the kick-off meeting, the client will receive a login to the onboarding site which must be 100 % completed and submitted to LEFTA Systems within four (4) weeks of the kick-off meeting. Once received, LEFTA Systems will configure purchased application(s) and train the client within the remaining nine (9) weeks. Client may prioritize applications they wish to implement first; however, this does not change the allotted resource allocation time of 13-weeks. ***If client delays past the established timeframe or chooses to postpone the completion of individual applications during the initial submission, an additional fee of \$500 per application will be charged to customize them later.****


- 4.5. Cancellations or Rescheduling.** We understand that unforeseen circumstances may arise, requiring adjustments to scheduled meetings. To ensure effective communication and efficient use of time, we kindly request a minimum of forty-eight (48) hours' notice for any cancellations or rescheduling of meetings. Failure to provide timely notice may result in difficulties in accommodating your request and may impact the overall efficiency of our collaborative efforts. Please note that repeated cancellations or rescheduling on short notice may be subject to delayed implementation and additional fees (\$250 per occurrence.) We appreciate your understanding and cooperation in adhering to this policy, as it allows us to better serve the needs of our clients.

- 4.6. Custom Projects and Services.**  
N/A

- 4.7. **Subject to Annual Appropriation.** If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify LEFTA Systems in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made to LEFTA Systems under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.
- 4.8. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Illinois, and any legal action concerning the provisions hereof shall be brought in Winnebago County, Illinois.

**Accepted and Agreed By:**

**LEFTA Systems**

Signature: \_\_\_\_\_   
 PRINT Name: Bryan Selzer \_\_\_\_\_  
 Title: CEO \_\_\_\_\_  
 Date: 07/03/24 \_\_\_\_\_

**Agency Name:**

Signature: \_\_\_\_\_  
 PRINT Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**UNLESS OTHERWISE REQUIRED TO BE DISCLOSED BY LAW, ALL CONTENT CONTAINED IN THIS AGREEMENT IS STRICTLY CONFIDENTIAL.**



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Board Meeting Date:** September 26, 2024  
**Resolution Title:** Resolution Authorizing the Winnebago County Board Chairman to Execute an Agreement with Roup, LLC to conduct Online Auctions for Winnebago County Sheriff's Office Court-Ordered Foreclosure Sales

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> n/a
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Descriptor:</b>

**Background Information:** The Winnebago County Sheriff's Office proposes an agreement to implement a plan to increase the amount of judicial foreclosure sales conducted through the Sheriff's Office. This plan will be achieved by modernizing the process through a strategic partnership with Roup LLC, an online auction platform specializing in foreclosure sales. This collaboration will enable the Sheriff's Office to efficiently manage the escalated workload while also introducing important benefits for both bidders and law firms. Currently, in Winnebago County, most of the court ordered foreclosure sales are conducted by private selling officer companies. This agreement will bring these sales back under the Sheriff and increase county revenue. Roup LLC, projects it will bring \$180,000 annually to the county in revenue.

**Recommendation:** Approve the agreement.

**Contract/Agreement:** Attached

**Legal Review:** The State's Attorney's Office has reviewed and approved the agreement.

**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

2024 CR

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**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE AN AGREEMENT WITH ROUP, LLC TO CONDUCT ONLINE AUCTIONS FOR WINNEBAGO COUNTY SHERIFF'S OFFICE COURT-ORDERED FORECLOSURE SALES**

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**WHEREAS**, the Winnebago County Sheriff's Office proposes an agreement to implement a plan to increase the number of judicial foreclosure sales conducted through the Sheriff's Office; and

**WHEREAS**, this plan will be achieved by modernizing processes through a strategic partnership with Roup, LLC, an online auction platform specializing in foreclosure sales; and

**WHEREAS**, the term of the Agreement shall commence upon the County's execution of the Agreement, and shall continue until the end of the day on December 31, 2026, with automatic renewals for one (1) consecutive year terms unless written notice of non-renewal is provided by either party on or before December 1 of the then-current year; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of the services to be provided by Roup, LLC and recommends approving an agreement from:

**Roup, LLC**  
**1555 Lakeshore Dr.**  
**Columbus, OH 43204**

**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 Roup, LLC, 1555 Lakeshore Drive, Columbus, Ohio 43204.

**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

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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JEAN CROSBY

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JEAN CROSBY

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CHRIS SCROL

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

## EXHIBIT A

### SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of the last date this Agreement is signed by a party (the "Effective Date") by and between Roup LLC, an Ohio limited liability company with its principal place of business at 1555 Lake Shore Drive, Columbus, Ohio 43204 ("Roup"), and the County of Winnebago, Illinois on behalf of the Winnebago County, Illinois, Sheriff's Office, located at 650 W State Street, Rockford, IL 61102 ("Customer").

### RECITALS

Roup is a technology company that provides a white-label real estate auction website and online auction management system to county sheriffs and public officials who conduct auctions of foreclosed real estate and government-owned real estate. The Customer wishes to conduct auctions of such real estate on a Branded System.

### AGREEMENT

In consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

#### Section 1. Branded System

1.1. Creation of Branded System. Roup will create a Branded System for the Customer, which will include the Customer's name and logo and images selected by the Customer. Throughout this Agreement, the term "Branded System" refers to Roup's auction website and its auction management system, as defined by subdomains specific to the Customer, allowing the Customer to conduct and manage sales of real estate online under the Customer's name and brand.

1.2. Use of Branded System. Roup hereby grants the Customer a non-exclusive, non-transferable right to access and use a Branded System solely for the Customer's internal use during the Term.

1.3. Rights Retained / Limitations. Roup retains all right, title, and interest in and to the Service, including without limitation all software included in and used to provide the Service and all of Roup's logos and trademarks reproduced through the Service. This Agreement does not grant the Customer any right to reproduce, modify, distribute, or publicly display or perform the software included in the Service or any other right to the Service not specifically set forth in this Agreement. Throughout this Agreement, the word "Service" means all of Roup's websites, products, services, and applications, offered now or later, including a Branded System.

#### Section 2. Support and Marketing Services

2.1. Support Services. Roup shall provide technical and administrative support services to the Customer, including onboarding law firms, responding to questions from users, data entry, advancing workflow, and providing reports.

2.2. Handling Funds. The Customer shall be responsible for maintaining custody of and disbursing all funds collected in connection with a sale conducted by the Customer on the Customer's Branded System.

2.3. Third-Party Services. In connection with the sale of a property, Roup may engage in activities and obtain services from other persons or companies related to legal notices, marketing, and online bidding; provided, however, that Roup shall be solely responsible for payment of all fees or expenses that Roup incurs in connection with these activities and services.

### **Section 3. Fees and Costs**

3.1. Branded System Fee. In exchange for the right granted by Roup to the Customer in Section 1.2 of this Agreement, the Customer shall pay to Roup the maximum fee allowed to be paid to a third-party online sale provider under 735 ILCS 5/15-1507.2, as amended, or under any successor statute; provided, however that the Customer shall have no obligation to pay this fee to Roup until the date 735 ILCS 5/15-1507.2 becomes effective under Illinois law.

3.2. Cost Reimbursements. The Customer shall reimburse Roup for any cost item incurred by Roup on behalf of the Customer to the extent an item relates to the Customer's compliance with an online judicial sale requirement set forth in 735 ILCS 5/15-1501 et seq or other applicable law or court order.

3.3. Payment. The deadline for payments under this Section 3 is pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Interest on unpaid fees or cost reimbursements owed to Roup accrues pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

### **Section 4. Warranties**

4.1. From the Parties. Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement.

### **Section 5. Indemnification of Customer**

5.1. Indemnity and Defense by Roup. Roup shall defend and indemnify the Customer, its elected and appointed officials, and employees from and against any third-party claim, suit, or proceeding arising out of, related to, or alleging infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right due to the Customer's authorized use of a Branded System ("Indemnified Claims"). However, Indemnified Claims do not include, and Roup's obligations in the preceding sentence do not apply to, any claim, suit, or proceeding to the extent that it arises out of, relates to, or alleges the Customer's breach of this Agreement. Roup's obligations in this Section 5.1 include, without limitation: (a) settlement at Roup's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses, and (b) reimbursement of reasonable attorneys' fees incurred before and after Roup's assumption of the defense.

5.2. Indemnification Procedure. The Customer shall provide prompt notice of any Indemnified Claim and reasonably cooperate with Roup's defense. Roup will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (a) if Roup fails to assume the defense on time, then, to avoid prejudicing the defense, the Customer may defend the Indemnified Claim, without loss of rights pursuant to this Section 5, until Roup assumes the defense; and (b) the Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligation. Roup's obligations above in Section 5.1 will be excused if either of the following materially prejudices the defense: (a) the Customer's failure to provide prompt notice of the Indemnified Claim, or (b) the Customer's failure reasonably to cooperate in the defense.

## Section 6. Term and Termination

6.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue until the end of the day on December 31, 2026. Thereafter, the Term will renew automatically for successive one-year periods, unless either party refuses such renewal by providing written notice to the other party on or before December 1 of the then-current year.

6.2. Termination for Convenience. At any point during the first 90 days after the Effective Date, or if 735 ILCS 5/15-1507.2 fails to become effective under Illinois law as of January 1, 2025 with a maximum fee of at least \$400 per sale to a third-party online sale provider, either party may terminate this Agreement for any reason or no reason at all on giving notice in writing to the other party.

6.3. Effects of Termination. Upon termination or expiration of this Agreement, the Customer's right to access and use the Branded System shall terminate and the Customer shall cease all use of the Branded System. The Customer shall remain obligated to pay to Roup all fees earned by Roup or reimbursable costs incurred by Roup before termination or expiration of this Agreement. Any provision of this Agreement that must survive to fulfill its essential purpose will survive termination of this Agreement.

## Section 7. Miscellaneous

7.1. Notices. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be delivered (i) by certified US mail with a trackable number, (ii) by a nationally recognized overnight courier with a trackable number, or (iii) by email provided the intended recipient confirms receipt of the email or actually receives the email, addressed as follows:

Brian Deas  
Chief Executive Officer  
1555 Lakeshore Dr.  
Columbus, OH 43204  
brian.deas@rouptech.com

Sheriff Gary Caruana  
Winnebago County Sheriff  
650 W State Street  
Rockford, IL 61102  
CaruanaG@wcso-il.us

7.2. Assignment. Roup may assign this Agreement to an Affiliate of Roup or to an acquirer or a successor in interest in connection with a Change of Control. An authorized assignment of this Agreement releases and discharges Roup of all rights, obligations, and liabilities pursuant to this Agreement related to acts and omissions after assignment. This Agreement shall benefit and bind the permitted successors and assigns of Roup. The word "Affiliate" in this Section 7.2 means any limited liability company, partnership, corporation, trust, or any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Roup. The term "Change of Control" in this Section 7.2 means the closing of (i) a sale, merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of Roup's membership units or that represents the direct or indirect power to direct or cause the direction of the management and policies of Roup, or (ii) the sale of all or substantially all of Roup's assets.

7.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by a Force Majeure Event or other causes beyond the performing party's reasonable control. A "Force Majeure Event" in this Section 7.3 means an event not within a party's reasonable control or that materially interferes with the party's ability, financial or



otherwise, to perform its obligations or duties under this Agreement, including but not limited to a fire, a flood, a natural disaster, a catastrophic weather event, an epidemic, an act of God or of nature, a governmental act or requirement, a strike or labor dispute, public unrest, a riot or other act of civil disorder, an act of war, terrorism, an epidemic or a pandemic, and shelter-in-place or similar orders.

***Signature Page Follows***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**Roup LLC**

**Winnebago County Sheriff's Office**

By: \_\_\_\_\_  
Name: Brian T. Deas  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Caruana  
Title: Sheriff  
Date: \_\_\_\_\_

**County of Winnebago, Illinois**

By: \_\_\_\_\_  
Name: Joseph V. Chiarelli  
Title: Chairman of the County Board of the  
County of Winnebago, Illinois  
Date: \_\_\_\_\_



[Home](#) [Auctions](#) [FAQ](#) [Contact](#)

[Sign Up](#) [Login](#)

## Winnebago County Sheriff Sales

Address, ZIP, City, County, or State

### Featured Auctions



**1417 West Jefferson Street**  
📍 Rockford IL, 61101  
**4 bd | 1 ba | 1133 sqft**  
Opening Bid  
\$100.00  
Starts: 5/20/2024 10:00 AM CDT



**9281 Auburn Road**  
📍 Winnebago IL, 61088  
**4 bd | 2 ba | 1950 sqft**  
Opening Bid  
\$100.00  
Starts: 5/27/2024 10:00 AM CDT



**221 Rose Avenue**  
📍 Loves Park IL, 61111  
**3 bd | 1.5 ba**  
Opening Bid  
\$100.00  
Starts: 6/3/2024 10:00 AM CDT

[Show All](#)

# Winnebago County Sheriff Transition to Roup

# Online Foreclosure Sales Platform

## Background:

Sheriff Gary Caruana and Chief Deputy Rick Ciganek have implemented a plan to increase the amount of judicial sales conducted through the sheriff's department. They will achieve this by modernizing their process through a strategic partnership with Roup, an online auction platform specializing in foreclosure sales. This collaboration will enable the sheriff's department to efficiently manage the escalated workload while also introducing important benefits for both bidders and law firms.

Currently, in Winnebago County, most of the court ordered foreclosure sales are conducted by private selling officer companies. Sheriff Caruana and his department recognized the need to bring these sales back under the Sheriff and increase county revenue.

## Cost:

- **No cost to the Sheriff or county.** The cost of the technology is an expense of the sale. It will not be paid by the Sheriff or taxpayer funds, nor will it impact the Sheriff's \$600 fee for conducting the foreclosure sale.

## Benefits:

- **Revenue for the county.** The Sheriff estimates, based on current volume, his plan will bring \$180,000 of additional revenue to the county each year. Under Illinois law the Sheriff is entitled to a \$600 fee for conducting a foreclosure sale. The Sheriff fee is separate from the technology fee and goes directly to the Sheriff.
- **Efficiency.** Currently the Sheriff's office conducts these sales in person. Sales are handled by an employee who works in Civil Process (currently 2 employees are trained on them) and the desk deputy. Roup's online auction platform will allow bidding to be done online and allow these employees to focus on other tasks.
- **Modernization.** Currently sales are tracked and monitored through a manual process utilizing a book and calendar system. This would all be transferred to an electronic system for record keeping and monitoring.
- **Support.** Roup's platform offers support services to assist with the increased workload of taking on more of these sales.
- **Compliance with new legislation.** Roup's platform complies with Illinois' recent SB2919, which establishes guidelines for online foreclosure sales, including permitting such sales, specifying requirements, and setting fees.



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Resolution Title:** Resolution Accepting BJA FY24 Byrne Discretionary Community Project Funding and Authorizing the Agreement between the County of Winnebago, Illinois, and the U.S. Department of Justice  
**County Code:** Not applicable  
**Board Meeting Date:** September 26, 2024

## Budget Information:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$847,000.00
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** The County of Winnebago, Illinois applied for, and was awarded \$847,000.00 in discretionary grant funding from the U.S. Department of Justice for the Winnebago County Regional Police Training Center. This project will improve police training regionally, and provide a real-world, educational experience in a controlled, convenient location. Quality training is critical to our community, and this project not only benefits law enforcement, it will better serve the general public who interact with law enforcement officials. This funding is for technology and equipment to be used in the Police Training Center.

**Recommendation:** Approve Agreement.

**Contract/Agreement:** See attached.

**Legal Review:** The State's Attorney's Office has reviewed the award.

**Follow-Up:** Not Applicable

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

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

2024 CR

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**RESOLUTION ACCEPTING BJA FY24 BYRNE DISCRETIONARY COMMUNITY PROJECT FUNDING  
AND AUTHORIZING THE AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS, AND  
THE U.S. DEPARTMENT OF JUSTICE**

---

**WHEREAS**, the County of Winnebago, Illinois has been awarded \$847,000.00 in discretionary grant funding from the U.S. Department of Justice (“DOJ”) for the Winnebago County Regional Police Training Center; and

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

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

**XXXXX-various-XXXXX**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in substantially the same form as the Agreement attached hereto as Exhibit A, in the amount of EIGHT HUNDRED, FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$847,000.00).

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

Respectfully Submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

---

BRAD LINDMARK, CHAIR

---

BRAD LINDMARK, CHAIR

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AARON BOOKER

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AARON BOOKER

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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CHRIS SCROL

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CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

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**JOSEPH V. CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

---

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



# GRANT SUMMARY WORKSHEET

<b>Prepared By:</b>	Marlana Dokken
<b>Committee:</b>	Public Safety & Judiciary Committee
<b>Committee Date:</b>	09/16/24
<b>Resolution Title:</b>	Resolution Accepting BJA FY24 Byrne Discretionary Community Project Funding and Authorizing the Agreement between the County of Winnebago, Illinois, and the U.S. Department of Justice
<b>Board Meeting Date:</b>	09/26/24

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

## Funding Information:

Grant Period of Performance: 10/01/24 – 09/30/26	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input 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: Indirect Costs are not allowed under this award.	
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? 0	
- Do subawards/contracts contain Indirect Costs?	<input type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	



# EXHIBIT A



## Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF WINNEBAGO 404 ELM ST
<b>City, State and Zip:</b>	ROCKFORD, IL 61101
<b>Recipient UEI:</b>	SBEVXUKXKGK3
<b>Project Title:</b> Regional Police Training Center Technology Upgrades	<b>Award Number:</b> 15PBJA-24-GG-00140-BRND
<b>Solicitation Title:</b> BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program	
<b>Federal Award Amount:</b> \$847,000.00	<b>Federal Award Date:</b> 8/15/24
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D <b>Assistance Listing:</b> 16.753 - Congressionally Recommended Awards	
<b>Project Period Start Date:</b> 10/1/24	<b>Project Period End Date:</b> 9/30/26
<b>Budget Period Start Date:</b> 10/1/24	<b>Budget Period End Date:</b> 9/30/26
<b>Project Description:</b> <p>The purpose of this project is to <i>purchase new technology, equipment, and supplies</i> for the soon to be relocated <b><u>Winnebago County Regional Police Training Center</u></b>. The relocation will allow us to provide training for public safety personnel at a much higher level than in our current environment.</p> <p>The <i>goal of this project is to improve police training regionally</i>, and provide a real-world, educational experience in a controlled, convenient location. Quality training is critical to our community, and this project will not only benefit law enforcement, it will also better serve the general public who interact with law enforcement officials. This request is for technology and equipment to allow immediate use; however, it is part of a much larger future project.</p> <p>Our current Police Training Center was first established in 2020, and has since facilitated training for more than 3,000 federal, state, and local law enforcement officials; members of the military; and civilians. ATF was the last agency to use the Center when it officially closed on June 1, 2024. The current space would be considered too small for an effective regional, police training facility. Increasing the space will allow for more comprehensive training scenarios.</p> <p>The expansion aims to provide solutions by offering space for a wider range of training opportunities. The new facility will have space for crucial training areas like crisis intervention, bomb investigation, K9 training and will create a more realistic training environment. Training includes, but is not limited to De-escalation, Active Shooter and Rapid Response training.</p>	

This request will cover technology, supplies, and equipment allowing for the initial move and immediate use for De-escalation, Active Shooter and Rapid Response training in the new location. Other development includes the build of the Simunition floor plan and configuration of the Tactical Training Area to include tactical scenario training models such as, but not limited to, a streetscape area; school, hospital, daycare, restaurant/bar; and jail training areas. Other expansion includes the development of large classrooms for large group instruction, practical classrooms for hands-on lab exercises and demonstrations, and a padded classroom for defensive tactics.

Vacating the current building also allowed our local community college to purchase the previous training space, which will be repurposed to bring job training and educational opportunities to jail inmates and residents of a marginalized area of our city. This is a significant win for our community.

## **Award Letter**

August 15, 2024

Dear Patrick Thompson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$847,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen  
Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Categorical Exclusion

### NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

### NEPA Coordinator

#### First Name

Orbin

#### Middle Name

#### Last Name

Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information****Recipient Name**

COUNTY OF WINNEBAGO

**UEI**

SBEVXUKXKGGK3

**Street 1**

404 ELM ST

**Street 2****City**

ROCKFORD

**State/U.S. Territory**

Illinois

**Zip/Postal Code**

61101

**Country**

United States

**County/Parish****Province****Award Details****Federal Award Date**

8/15/24

**Award Type**

Initial

**Award Number**

15PBJA-24-GG-00140-BRND

**Supplement Number**

00

**Federal Award Amount**

\$847,000.00

**Funding Instrument Type**

Grant

**Assistance Listing Number**

16.753

**Assistance Listings Program Title**

Congressionally Recommended Awards

**Statutory Authority**

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2024 BJA FY24 Invited to Apply- Byrne Discretionary  
Community Project Grants/Byrne Discretionary Grants  
Program

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT14131769

**Grant Manager Name**

Tisa Muhaddes

**Phone Number**

[202-598-3465](tel:202-598-3465)

**E-mail Address**

Tisa.Muhaddes@usdoj.gov

**Project Title**

Regional Police Training Center Technology Upgrades

**Performance Period Start****Date**

10/01/2024

**Performance Period End Date**

09/30/2026

**Budget Period Start Date**

10/01/2024

**Budget Period End Date**

09/30/2026

**Project Description**

The purpose of this project is to *purchase new technology, equipment, and supplies* for the soon to be relocated **Winnebago County Regional Police Training Center**. The relocation will allow us to provide training for public safety personnel at a much higher level than in our current environment.

The *goal of this project is to improve police training regionally*, and provide a real-world, educational experience in a controlled, convenient location. Quality training is critical to our community, and this project will not only benefit law enforcement, it will also better serve the general public who interact with law enforcement officials. This request is for technology and equipment to allow immediate use; however, it is part of a much larger future project.

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The expansion aims to provide solutions by offering space for a wider range of training opportunities. The new facility will have space for crucial training areas like crisis intervention, bomb investigation, K9 training and will create a more realistic training environment. Training includes, but is not limited to De-escalation, Active Shooter and Rapid Response training.

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Other development includes the build of the Simunition floor plan and configuration of the Tactical Training Area to include tactical scenario training models such as, but not limited to, a streetscape area; school, hospital, daycare, restaurant/bar; and jail training areas. Other expansion includes the development of large classrooms for large group instruction, practical classrooms for hands-on lab exercises and demonstrations, and a padded classroom for defensive tactics.

Vacating the current building also allowed our local community college to purchase the previous training space, which will be repurposed to bring job training and educational opportunities to jail inmates and residents of a marginalized area of our city. This is a significant win for our community.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

---

## Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

---

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1  
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2  
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)  
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might

fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 3

#### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### 4

#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### 5

#### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.



Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

## 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

## 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with

award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or

contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 19

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 21

### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding

agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 22

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 23

### Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 24

### Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 26

### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 27

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 28

### Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

## 29

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or

cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

### 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

### 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.



This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 35

#### Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

### 36

#### Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

### 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

#### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

#### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

#### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

#### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT)

unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

## 48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

## 49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

## 50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

## 51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

## 52

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### **Agency Approval**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 8:51 PM

### **Authorized Representative**

### **Entity Acceptance**

**Title of Authorized Entity Official**

County Administrator

**Signed Date And Time**

—



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Resolution Title:** Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison  
**County Code:** Not Applicable  
**Board Meeting Date:** September 26, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Amount:</b> \$ 12,000.00
<b>If not, explain funding source:</b> n/a	
<b>ORG/OBJ/Project Code:</b> n/a, multiple	<b>Budget Impact:</b> n/a

**Background Information:** The County proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). Tommy Meeks will offer mentoring and job counseling to individuals involved in the justice system in Winnebago County.

**Recommendation:** I recommend approval of the following service agreement:

1) Agreement with Tommy Meeks for Mentoring services @ RIC \$ 12,000

**Contract/Agreement:** County will execute agreement with Tommy Meeks (Resolution Exhibit A) which contains 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

2024 CR

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**RESOLUTION AUTHORIZING INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES WITH  
TOMMY MEEKS AS A WINNEBAGO COUNTY COMMUNITY LIAISON**

---

**WHEREAS**, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate (County); and

**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; and

**WHEREAS**, the County desires to have Tommy Meeks continue to provide these services and act as a liaison between the County and various groups within the community on related matters for fiscal year 2025; and

**WHEREAS**, Tommy Meeks agrees to provide these services for the County under the terms and conditions as set forth in the Agreement attached hereto as 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 Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that subject to the Winnebago County Board's approval of the annual appropriation ordinance for Fiscal Year 2025, the Winnebago County Board Chairman is authorized to execute the independent contractor agreement between the County of Winnebago, Illinois and Tommy Meeks, 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 certified 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

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JEAN CROSBY

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JEAN CROSBY

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CHRIS SCROL

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CHRIS SCROL

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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





## **EXHIBIT A**

### **INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON**

This Independent Contractor Agreement (“Agreement”) is made this 1st day of October, 2024, 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, 2024 to September 30, 2025. 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 Winnebago County Resource Intervention Center (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 Winnebago County Resource Intervention Center and COUNTY following the deadlines identified below.

<b>REPORTING SCHEDULE</b>		
<b>Reporting Period</b>	<b>Date Required</b>	<b>Due Date</b>
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



### 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



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Resolution Title:** Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.  
**County Code:** Not Applicable  
**Board Meeting Date:** September 26, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Amount:</b> \$ 212,349.00
<b>If not, explain funding source:</b> n/a	
<b>ORG/OBJ/Project Code:</b> n/a	<b>Budget Impact:</b> n/a

**Background Information:** The County and 17<sup>th</sup> Judicial Circuit Court proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). REMEDIES will provide licensed substance use disorder treatment and partner abuse intervention programming services in the RIC. Substance abuse: 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 Medication Assisted Treatment (MAT). Partner Abuse Intervention Programming (PAIP): participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. After intake/assessment, program participants must attend at least 26 weeks of group programming and actively participate and acknowledge abusive behavior against their intimate partner.

**Recommendation:** I recommend approval of the following annual service agreement:

Agreement with Remedies for Substance Abuse and Partner Abuse Intervention @ RIC \$212,349

**Contract/Agreement:** County will execute agreement with REMEDIES agreement (Resolution Exhibit A) which contains a 30-day out clause.

**Legal Review:** Legal review of agreement 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

2024 CR

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**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,  
THE 17TH JUDICIAL CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

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**WHEREAS**, the County of Winnebago, Illinois (County) and the 17<sup>th</sup> Judicial Circuit Court wish to continue to engage the services of Remedies Renewing Lives, Inc. (Remedies) to provide substance use disorder treatment services for the Resource Intervention Center Program (RIC); and

**WHEREAS**, Remedies wishes to continue to provide such services for the County and the 17<sup>th</sup> Judicial Circuit Court; and

**WHEREAS**, the County, the 17<sup>th</sup> Judicial Circuit Court and Remedies have negotiated an agreement for services for fiscal year 2025, as set forth in the Agreement attached as 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 Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that subject to the Winnebago County Board's approval of the annual appropriation ordinance for Fiscal Year 2025, the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc., 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 certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, Chief Judge of the 17th Judicial Circuit Court and the Executive Director of Remedies.



Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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JEAN CROSBY

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CHRIS SCROL

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CHRIS SCROL

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

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

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## RESOLUTION EXHIBIT A

### AGREEMENT

#### BETWEEN COUNTY OF WINNEBAGO, ILLINOIS, THE 17<sup>th</sup> JUDICIAL CIRCUIT COURT, AND REMEDIES RENEWING LIVES, INC.

The Parties to this Agreement are County of Winnebago, Illinois (hereinafter “COUNTY”), the 17<sup>th</sup> 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, 2024 and ending on September 30, 2025.

##### 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 Winnebago County Resource Intervention Center (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 at the 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: \_\_\_\_\_, 2024

**County of Winnebago, Illinois**

By: \_\_\_\_\_

Joseph V. Chiarelli, in his capacity as  
Chairman of the County Board of the  
County of Winnebago, Illinois

Dated: \_\_\_\_\_, 2024

**The 17<sup>th</sup> Judicial Circuit Court**

By: \_\_\_\_\_

John Lowry, in his capacity as  
Chief Judge of the 17<sup>th</sup> Judicial Circuit Court

Dated: \_\_\_\_\_, 2024

**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 COO, Laurie Graciana, who is experienced in substance use disorder treatment. Our COO 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). While the program is overseen by the COO, the RIC Addictions Counselor, Rebecca Fair, is overseen by our RIC Treatment Manager, Angela Peterson. In the absence of a RIC Treatment Manager, the RIC Addictions Counselor would report directly to the COO. 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

<b>CONTACTS</b>
<p><b><u>Person Completing this Document</u></b> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: <a href="mailto:acarrion@remediesrenewinglives.org">acarrion@remediesrenewinglives.org</a></p>
<p><b><u>Notices Contact (for Agreement)</u></b> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: <a href="mailto:ghalbach@remediesrenewinglives.org">ghalbach@remediesrenewinglives.org</a></p>
<p><b><u>Administrative Contact (Reports)</u></b> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: <a href="mailto:acarrion@remediesrenewinglives.org">acarrion@remediesrenewinglives.org</a></p>
<p><b><u>Program Contact</u></b> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: <a href="mailto:lgraciana@remediesrenewinglives.org">lgraciana@remediesrenewinglives.org</a></p>
<p><b><u>Payments Sent to:</u></b> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: <a href="mailto:mjagielski@remediesrenewinglives.org">mjagielski@remediesrenewinglives.org</a></p>



**EXHIBIT B**  
**SCOPE OF WORK – PAIP**

**I. ORGANIZATION BACKGROUND**

<p><b>a. Brief description of organization history and purpose</b></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>b. Describe history managing grants and/or other funding</b></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&amp;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><b>c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?</b></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/](http://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

<b>CONTACTS</b>
<p><b><u>Person Completing this Document</u></b> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: <a href="mailto:acarrion@remediesrenewinglives.org">acarrion@remediesrenewinglives.org</a></p>
<p><b><u>Notices Contact (for Agreement)</u></b> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: <a href="mailto:ghalbach@remediesrenewinglives.org">ghalbach@remediesrenewinglives.org</a></p>
<p><b><u>Administrative Contact (Reports)</u></b> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: <a href="mailto:acarrion@remediesrenewinglives.org">acarrion@remediesrenewinglives.org</a></p>
<p><b><u>Program Contact</u></b> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: <a href="mailto:lgraciana@remediesrenewinglives.org">lgraciana@remediesrenewinglives.org</a></p>
<p><b><u>Payments Sent to:</u></b> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: <a href="mailto:mjagielski@remediesrenewinglives.org">mjagielski@remediesrenewinglives.org</a></p>



# 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
	<b>TOTAL SALARY</b>	

**SALARY NARRATIVE:**

**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
<b>TOTAL FRINGE</b>		

**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
<b>TOTAL TRAVEL</b>				

**TRAVEL NARRATIVE:**

**D. Supplies**

Supply Item	Computation	Cost
<b>TOTAL SUPPLIES</b>		



**SUPPLY NARRATIVE:**

**E. Other Costs**

Item	Computation	Cost
	<b>TOTAL OTHER</b>	

**OTHER COSTS NARRATIVE:**

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
<b>TOTAL PROJECT COSTS</b>	



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** September 16, 2024  
**Resolution Title:** Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program  
**County Code:** Not Applicable  
**Board Meeting Date:** September 26, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Amount:</b> \$ 64,078.00
<b>If not, explain funding source:</b> n/a	
<b>ORG/OBJ/Project Code:</b> n/a	<b>Budget Impact:</b> n/a

**Background Information:** The County proposes to provide funding to support services in the Winnebago County Jail. ROSECRANCE will offer assessments in the jail at the request of judges, attorneys, probation, and pre-trial release. This funds a ½ time Assessor who may provide up to 400 substance-abuse assessments annually. Once assessed, treatment recommendations are provided to the referral source, and connections to treatment options are provided to the individual to secure upon release.

**Recommendation:** I recommend approval of the following service agreement:

Agreement with Rosecrance for assessments at the Winnebago County Jail \$ 64,078

**Contract/Agreement:** County will execute agreement with ROSECRANCE, (Resolution Exhibit A) which contains 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 agreement.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

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**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,  
AND ROSECRANCE, INC. FOR COURT-ORDERED ASSESSMENTS PROGRAM**

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**WHEREAS**, the County of Winnebago, Illinois (County) recognizes the need for substance use disorder assessment and treatment services in the Winnebago County Jail; and

**WHEREAS**, Rosecrance, Inc. provides such services and has provided those services to individuals in the Jail for a number of years; and

**WHEREAS**, the County desires to have Rosecrance continue to provide substance use disorder assessment and treatment services in the Jail for fiscal year 2025, pursuant to the terms of the Agreement attached hereto as 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 Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that subject to the Winnebago County Board's approval of the annual appropriation ordinance for Fiscal Year 2025, the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, and Rosecrance, Inc., 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 certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, County Auditor, and Winnebago County Jail Superintendent.

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

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CHRIS SCROL

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

\_\_\_\_\_  
TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

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

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## **RESOLUTION EXHIBIT A**

### **AGREEMENT**

#### **BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND ROSECRANCE, INC. COURT-ORDERED ASSESSMENTS PROGRAM**

This Agreement ("Agreement") is effective as of October 1, 2024, 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, 2024 through September 30, 2025.

##### **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 3.04 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 3.05 Reporting and Invoices**

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10<sup>th</sup> 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 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.

<b>REPORTING SCHEDULE</b>		
<b>Reporting Period</b>	<b>Date Required</b>	<b>Due Date</b>
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 17<sup>th</sup> 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**

**ROSECRANCE, 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.

**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, 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 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.

## 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.

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, 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.*

<b><u>Objectives/Standards</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u></b>
Assess 100% of all in custody referrals for Substance Abuse Treatment	Number of assessments completed in the jail monthly	300 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

<b>CONTACTS</b>
<p><b><u>Person Completing this Document</u></b> 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><b><u>Notices Contact (for Agreement)</u></b> 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><b><u>Administrative Contact (Reports)</u></b> 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><b><u>Program Contact</u></b> Name: Jessica Relle Title: Associate Director CMHC Access Address: 2704 N. Main St. Rockford IL, 61103  Telephone: 815-978-4925 Email: jerelle@rosecrance.org</p>
<p><b><u>Payments Sent to:</u></b> 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
<b>TOTAL FRINGE</b>		

**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
<b>TOTAL TRAVEL</b>				

**TRAVEL NARRATIVE:**

**D. Supplies**

Supply Item	Computation	Cost
<b>TOTAL SUPPLIES</b>		

**SUPPLY NARRATIVE:**

--

**E. Other Costs**

Item	Computation	Cost
	<b>TOTAL OTHER</b>	

**OTHER COSTS NARRATIVE:**

--

<b>Budget Category</b>	<b>Amount</b>
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
<b>TOTAL PROJECT COSTS</b>	

**LEGISLATIVE &  
LOBBYING  
COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Karen Elyea  
**Committee:** Legislative and Lobbying Committee  
**Committee Date:** September 23, 2024  
**Board Date:** September 26, 2024  
**Resolution Title:** Resolution Authorizing the Winnebago County Board Chairman to Execute Amendment No. 1 to a Consulting Services Agreement by and between Highstake 35 LLC d/b/a Mercury Public Affairs and the County of Winnebago, Illinois for Federal Lobbyist/Consulting Services

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$120,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 12501-43190	<b>Descriptor:</b> County Board/Chairman

## Background Information:

On August 1, 2023, the County Board entered into a one-year agreement effective through September 30, 2024, with Mercury Public Affairs to provide Federal Lobbyist/Consulting Services. Mercury acts in liaison with, and report activities to, the County Board Chairman and Administration. The Lobbyist interacts on behalf of the County's interests with the Federal legislative and executive branches of government. The goal is to maximize the County's success in obtaining Federal funding and favorable legislation. County priorities include economic development, public safety and public works.

The renewal agreement will continue to provide the same level of services to the County of Winnebago as listed under Schedule 1 in the original agreement.

During the first year of service, Mercury assisted Winnebago County as described in the schedule of services. Notable was their assistance in applying for Congressionally Directed Spending appropriations including \$1 million from Senator Durbin for the Baxter Road Water Main Extension, \$1 million from Senator Duckworth's office to address PFAS in private wells and \$847,000 from Congressman Sorenson for the Police Training Center. Mercury has also been instrumental for economic development by helping navigate through the US Treasury rule making process to gain energy tax credits that can make large industrial developments possible.

**Costs:** The fee is a \$10,000 monthly retainer with no other costs or fees anticipated. The agreement services will begin effective as of October 1, 2024, and will continue through September 30, 2025. The term shall automatically continue on a month-to-month basis thereafter, unless terminated by either party on thirty (30) days' written notice to the other party.

**Recommendation:** The Legislative and Lobbying Committee recommends approving the amendment.

**Legal Review:** State's Attorney's Office has reviewed and approved the amendment.

**Follow-Up:** Staff will provide updates as requested by the County Board.

County Board Meeting: September 26, 2024

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

2024 CR \_\_\_\_\_

SUBMITTED BY: LEGISLATIVE AND LOBBYING COMMITTEE

SPONSORED BY: JAIME SALGADO

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**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN  
TO EXECUTE AMENDMENT NO. 1 TO A CONSULTING SERVICES  
AGREEMENT BY AND BETWEEN HIGHSTAKE 35 LLC D/B/A MERCURY  
PUBLIC AFFAIRS AND THE COUNTY OF WINNEBAGO, ILLINOIS FOR  
FEDERAL LOBBYIST/CONSULTING SERVICES**

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**WHEREAS**, on August 1, 2023, the County Board of the County of Winnebago, Illinois approved a Consulting Services Agreement (“Agreement”) by and between Highstake 35 LLC d/b/a Mercury Public Affairs (“Mercury”) and the County of Winnebago, Illinois (“County”) for Federal Lobbyist/Consulting services; and

**WHEREAS**, the Agreement was for a one-year term, ending September 30, 2024; and

**WHEREAS**, Mercury and the County desire to renew the Agreement and continue to have Mercury provide Federal Lobbyist/Consulting services to the County; and

**WHEREAS**, the Legislative and Lobbying Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Amendment attached hereto as Resolution Exhibit A, and recommends executing the Amendment under the terms set forth in the Amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized and directed to execute the Consulting Services Agreement by and between Highstake 35 LLC d/b/a Mercury Public Affairs and the County of Winnebago, Illinois in substantially the same form as set forth in Resolution Exhibit A, attached hereto.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Director of the Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Board Office, Finance Director and County Auditor.



Respectfully submitted,  
**LEGISLATIVE AND LOBBYING COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JAIME SALGADO, CHAIR

\_\_\_\_\_  
JAIME SALGADO, CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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



## CONSULTING SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. General.

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

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

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

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

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

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

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

**CONSULTANT:**  
**Mercury Public Affairs**

**CLIENT:**  
**County of Winnebago, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1**

### **Services**

Consultant will provide the Client the following Services:

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

## **SCHEDULE 2**

### **Compensation and Expenses**

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

## **SCHEDULE 3**

### **Contact Information**

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

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



**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

This AMENDMENT NO.1 TO CONSULTING SERVICES AGREEMENT is made and entered into as of as of October 1, 2024, to amend that certain Consulting Services Agreement dated August 1, 2023, (the “Agreement”) by and between **Highstake 35 LLC dba Mercury Public Affairs** (“Consultant”) and **County of Winnebago, Illinois** (“Client”).

**RECITALS**

The Term of the Agreement is in effect.

It is the intent of the parties to confirm the Agreement, and modify and amend the Agreement related to the following terms only:

**AMENDED TERMS OF AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Consultant and the Client agree as follows:

1. Term. The Term of the Agreement is hereby amended and extended effective as of October 1, 2024, and will continue through September 30, 2025. The Term shall automatically continue on a month-to-month basis thereafter, unless terminated by either party on thirty (30) days’ written notice to the other party.

2. Agreement Confirmed. The Agreement and its terms are confirmed. Except as specifically amended herein, no other amendments or modifications are intended or made.

**CONSULTANT:**  
**Mercury Public Affairs**

**CLIENT:**  
**County of Winnebago, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# **UNFINISHED BUSINESS**

# Appointments

# **FINANCE COMMITTEE**



## Resolution Executive Summary

**Prepared By:** Finance Department  
**Committee:** Finance Committee  
**Committee Date:** August 29, 2024  
**Resolution Title:** Annual Appropriation Ordinance Fiscal Year 2025  
**County Code:** Winnebago County Code Sec 2 -38 Accounting and Financial Reporting Policies

**Board Meeting Date:** September 5, 2024

### Budget Information:

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

### Background Information:

Annually the county is required to pass a budget. Said budget must comply with Governmental Accounting Standards Board (GASB) pronouncements. The Proposed Fiscal Year 2025 Winnebago County Budget provides the financial detail to the Annual Appropriation Ordinance. Please note, the Annual Appropriation Ordinance and the Proposed Fiscal Year 2025 Budget are and should be considered parts of the same document. This executive summary, the Annual Appropriations Ordinance along with its supporting Fiscal Year 2025 Budget is or will be available no later than 9-12-2024 in electronic format and hard copy by contacting the Winnebago County Clerk. Also, from 9-12-2024 until 9-26-2024 this document will be on public display in the Winnebago County Clerk's Office.

### Recommendation:

This is the recommended budget based on communication with county board members and members of the Finance Committee.

### Contract/Agreement:

N/A

## 2024 CO

### ANNUAL APPROPRIATION ORDINANCE FISCAL YEAR 2025

**WHEREAS**, the herein contained annual budget has been prepared in accordance with “An Act in Relation to the Budgets of Counties Not Required by Law to Pass an Annual Appropriation Bill”, as amended; and,

**WHEREAS**, The Finance Committee of the County Board of the County of Winnebago, State of Illinois, has received the herein contained estimated revenues, expenditure budgets and appropriations for the various departments and funds for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and,

**WHEREAS**, said schedule of appropriations which specified the several objects and purposes of each item of expense is to be known as the Annual Appropriation Ordinance. Also, said Annual Appropriation Ordinance applies to the various Federal and State Grants that are approved by the County Board or County Health Board and appropriate funding agency.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the amounts and purposes herein specified, or so much thereof as may be authorized by law, as may be needed, be and the same are hereby appropriated from the following funds: General Fund, Public Safety Sales Tax Fund, Marriage and Civil Union Fund, Document Storage Fund, Treasurer Delinquent Tax Fund, Vital Records Fee Fund, Recorder’s Document Fee Fund, Court Automation Fund, Court Security Fee Fund, Victim Impact Panel Fee Fund, Child Support & Collection Fee Fund, Children’s Waiting Room Fund, Recorder’s Rental Housing Fee Fund, Drug Enforcement Fund (Sheriff), 9-1-1 Operations Fund (ETSB), Probation Service Fee Fund, Host Fee Fund, Neutral Site Custody Exchange Fee Fund, Coroner’s Office Fee Fund, Deferred Prosecution Program Fund, Hotel/Motel Tax Fund, Federal Forfeiture Fund (State’s Attorney), State Drug Forfeiture Fund (State’s Attorney), Check Offender Program Fund (State’s Attorney), Law Library Fund, Jail Medical Cost Fund, State’s Attorney Automation Fund, County Automation Fund, Detention Home Fund, WinGIS (County Share) Fund, Mortgage Foreclosure Mediation Fund, Specialty Courts Fund, Sheriff Electronic Citation Fee Fund, Sheriff’s Commissary Fund, CJC Fitness Fund, Historical Museum Fund, Circuit Clerk Electronic Citation Fund, Circuit Clerk Operations and Administration Fund, Children’s Advocacy Project Fund, CASA Fund, County Highway Fund, County Bridge & Improvement Fund, Federal Aid Matching Fund, Motor Fuel Tax Fund, Rebuild Illinois Fund, Veteran’s Assistance Fund, Health Insurance Fund, Employer Social Security Fund, Illinois Municipal Retirement Fund, Tort Judgment and Liability Insurance Fund, Mental Health Tax Fund, 2013C Debt Certificates Fund, 2013E Debt Certificates Fund, Baxter Road Special Tax Allocation Fund, 2015A Debt Certificates Bond Fund, 2016E Refunding Bond Fund, 2012C Refunding Bond Fund, 2017C Refunding Bond Fund, 2018 Pension Obligation Bonds Fund, 2020A GO Bond Fund, 2021A Refunding Bonds Fund, 2021B Refunding Bonds Fund, 2022 Series Go Refunding Bonds, Public Health/Grants Fund, Sheriff’s Department Grant Fund, State’s Attorney Grants Fund, Probation Grants Fund, Community Development Loan Fund, Circuit Court Grants Fund, City Election Fund, American Rescue Plan Act Fund, Office of Criminal Justice Initiatives Grants Fund, Opioid Settlement Fund, River Bluff Nursing Home Fund, Animal Services Fund, 555 North Court Street Operations Fund,

Water System–Baxter Road Fund, Internal Services Fund, Animal Services Donation Fund, Capital Projects Fund, 2012F Project Fund, , Regional Police Training Center Fund, 2024 Court-Case Management Project Fund for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and,

**BE IT FURTHER ORDAINED**, that the object classifications to be used to identify the objects of expenditures within the various appropriations shall be known as personnel; supplies and services, capital outlays; debt service; transfers;

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

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 \_\_\_\_\_ 2024.

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

**NEW BUSINESS**



# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: September 26, 2024

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Federal Register/Vol. 89, No. 170/Tuesday, September 3, 2024/Notices
  - b. Updated Inspection Plan and Assessment Follow-Up Letter for Byron Station, Units 1 and 2 (Report 05000455/2024005 and 05000454/2024005)
  - c. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2 -Audit Plan Support of Review of License Amendment Request Regarding Deletion of Technical Specification 5.6.b.5 (EPID L-2024-LLA-0055)
  - d. Byron Station, Units 1 and 2 – Notification of an NRC Biennial Licensed Operator Requalification Program Inspection and Request for Information
2. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for August, 2024.

**Adjournment**