



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED

## AGENDA

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

Thursday, November 14, 2024  
6:00 p.m.

1. Call to Order ..... Chairman Joseph Chiarelli
2. Invocation and Pledge of Allegiance.....Board Member Kevin McCarthy
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 Small, Dumpsters, Con  
Rebecca Bussan, Solar Farms, Con  
Cheryl Hochstetler, Solar Farm, Con  
Mary Linn Green, Solar Farms, Con  
Richard Comstock, Solar Farm, Con
6. Approval of Minutes..... Chairman Joseph Chiarelli
  - A. Approval of October 10, 2024 minutes
  - B. Layover of October 24, 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)
9. Reports of Standing Committees.....Chairman Joseph Chiarelli

- A. Finance Committee.....**John Butitta, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Approving Amendment to the Fiscal Year 2025 Budget Policy Regarding Grants
  - 3. Ordinance for a Budget Amendment WCCMHB Jail Navigator Vehicle to be Laid Over
  - 4. Ordinance for a Budget Amendment for Justice for Families Grant Award to be Laid Over
  - 5. Ordinance for a Budget Amendment for Order of Protection Service Grant Award to be Laid Over
  
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**
  - Planning and/or Zoning Requests
  
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Jam's Disposal (Jam's) Inc.
  
- D. Operations and Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office for Fees
  - 3. Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) for the Winnebago County Coroner's Office
  - 4. Resolution Awarding Flooring Replacement for the Coroner's Office Using CIP 24 Funds  
Cost: \$53,628
  - 5. Resolution Awarding Space Study Analysis to the Juvenile Detention Center  
Cost: \$59,600 not to exceed \$89,600
  - 6. Resolution Approving Bond Amount for Winnebago County Auditor Pursuant to 55 ILCS 5/3-1001
  - 7. Resolution Awarding Email Archiver Hardware Refresh Using CIP 2025 Funds  
Cost: \$47,403
  - 8. Resolution Awarding Cybersecurity Antivirus Licensing Renewal Using County Automation Funds  
Cost: \$93,820
  - 9. Resolution Awarding Cybersecurity Backup Licensing Upgrade Using CIP 2025 Funds  
Cost: \$64,508
  - 10. Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds  
Cost: \$8,198,692
  - 11. Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract  
Cost: \$60,000 Annually

- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
  
- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Accepting the Award and Authorizing the Chairman of the Winnebago County Board to Execute a Winnebago County Mental Health Board Funding Agreement for Accelerator Grant Awards
  
- G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report

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

**Zoning Committee**

- 1. Ordinance Granting Site Approval of a 5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 75.30 +- Acre Site Commonly known as 5150 Tate Road (PIN: 07-31-200-006), Rockford, Illinois 61101, in Owen Township, District 5, Laid Over from October 24, 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: Tuesday, November 26, 2024**

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



# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
OCTOBER 10, 2024**

1. Chairman Pro Tem Arena Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 10, 2024 at 6:00 p.m.
2. Board Member Hoffman gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Crosby, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Booker, Butitta, Guevara, Penney, and Salgado were absent.)

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

5. Awards - None
- Presentations- Craig Thomas, Chairman of the RAVE (Rockford Area Venue and Entertainment Authority) Board presented the Annual Report. Discussion by Board Members Sweeney, Hanserd, and Fellars.
- Public Hearings - None
- Public Participation – None

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

**APPROVAL OF MINUTES**

6. Chairman Pro Tem Arena entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of September 5, 2024 and layover County Board Minutes of September 26, 2024, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Butitta, Guevara, and Penney were absent.)

**CONSENT AGENDA**

7. Chairman Pro Tem Arena entertained a motion to approve the Consent Agenda for October 10, 2024. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Goral. Motion was

approved by a unanimous vote of all members present. (Board Members Booker, Butitta, Guevara, and Penney were absent.)

### **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. No Report.

#### **ZONING COMMITTEE**

10. No Report.

#### **ECONOMIC DEVELOPMENT COMMITTEE**

11. No Report.

#### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

12. Board Member McDonald made a motion to approve a Resolution Awarding Public Safety Building Concrete Ramp Snow and Ice Melt Replacement Using CIP 2025 Funds, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Butitta, Guevara, and Penney were absent.)
13. Board Member McDonald made a motion to approve a Resolution Awarding Public Safety Building Asbestos Abatement Contractor Using ARPA Funds, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Butitta, Guevara, and Penney were absent.)
14. Board Member McDonald made a motion to approve a Resolution Awarding Facilities Janitorial Services, seconded by Board Member McCarthy. Discussion by Board Members Goral and McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Butitta, Guevara, and Penney were absent.)

#### **PUBLIC WORKS COMMITTEE**

15. Board Member Tassoni announced on upcoming Public Works Committee meeting scheduled for Tuesday, October 15, 2024.

## **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

16. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet Wednesday, October 16, 2024.

## **LEGISLATIVE AND LOBBYING COMMITTEE**

17. No Report.

## **UNFINISHED BUSINESS**

18. None.

## **NEW BUSINESS**

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

Board Member Crosby spoke of a letter regarding the Mental Health Board. Discussion by County Administrator Thompson and Chairman Pro Tem Arena.

## **ANNOUNCEMENTS & COMMUNICATION**

20. County Clerk Gummow gave an update on the upcoming Election.

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
  - a. Braidwood Station, Units 1 and 2 and Byron Station, Unit Nos. 1 and 2-Request for Additional Information (EPID 2023-LLA-0136)
  - b. Federal Register/Vol. 89, No. 190/Tuesday, October 1, 2024/Notices
- B. County Clerk Gummow submitted from the U.S Environmental Protection Agency a flyer regarding "Cleanup to Begin at the Illinois Cabinet Company Site" in Rockford, Illinois.
- C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
  - a. Collateralization Report – August 31, 2024
  - b. Investment Report - as of September 1, 2024
  - c. Winnebago County Treasurer Bank Balances –August, 2024

## ADJOURNMENT

21. Chairman Pro Tem Arena entertained a motion to adjourn. County Board Member Sweeney moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:31 p.m. (Board Members Booker, Butitta, Guevara, and Penney were absent.)

Respectfully submitted,



Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
OCTOBER 24, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 24, 2024 at 6:00 p.m.
2. Board Member Lindmark gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 14 Present. 6 Absent. (Board Members Booker, Butitta, Crosby, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Salgado, Sweeney, Thompson and Webster. (Board Members Arena, Fellars, Nabors, Penney, Scrol, and Tassoni were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member McDonald made a motion to allow remote access for Board Member Penney, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Penney, Scrol, and Tassoni were absent.)

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

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

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

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of September 26, 2024 and layover County Board Minutes of October 10, 2024, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 24, 2024. Board Member McCarthy 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. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

### APPOINTMENTS

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

Chairman Chiarelli announced Terri Hitzke, Agenda Item 8.A. (as listed below) has requested to remove her name at this time.

Board Member McDonald made a motion to suspend the rules on Agenda Item 8.b. (as listed below), seconded by Board Member Sweeney. Motion to suspend was approved by a voice vote. (Board Member Webster voted no.) (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.) Board Member McDonald made a motion to approve the Appointment of Roy Forshay, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Member Webster voted no.) (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

#### **A. Winnebago County Community Mental Health Board, Annual Compensation: None**

1. Terri Hitzke (New Appointment), Loves Park, Illinois, to serve the remainder of a four-year term (Mohammad Yunus) expiring January 2028

#### **B. Board of Review, Annual Compensation: \$31,430.62**

1. Roy Forshay (New Appointment), Rockford, Illinois, to serve the remainder of a two-year term (Thomas Ewing) expiring May 2026

#### **C. Rockford Area Venues and Entertainment Authority, Annual Compensation: None**

1. Miles Nielsen (New Appointment), Rockford, Illinois, to serve the remainder of a five-year term (Geno IaFrate) expiring July 2027

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Butitta made a motion to suspend the rules on Agenda Items 2. Thru 14 (as listed below), seconded by Board Member Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.) Board Member Butitta made a motion to approve Agenda Items 2. Thru 14. (as listed below), seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

2. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the General Fund to be Laid Over
3. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the IMRF Fund to be Laid Over
4. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the County Highway Fund to be Laid Over
5. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the County Bridge Fund to be Laid Over
6. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Federal Aid Matching Fund to be Laid Over
7. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Health Department Fund to be Laid Over
8. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Tort Judgement and Liability Fund to be Laid Over
9. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for Social Security Fund to be Laid Over
10. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Veterans Assistance Fund to be Laid Over
11. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Detention Home Fund to be Laid Over
12. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Historical Museum Fund to be Laid Over
13. Ordinance to Authorize a levy of Property Taxes in Fiscal Year 2025 for the Nursing Home Operations Fund to be Laid Over
14. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2025 for the Children's Advocacy Fund to be Laid Over

#### **ZONING COMMITTEE**

10. 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 75.30 +- Acre Site Commonly known as 5150 Tate Road (PIN: 07-31-200-006), Rockford, Illinois 61101, in Owen Township, District 5, to be laid-over.
11. Board Member Webster made a motion to approve a Resolution Authorizing an Adjustment in the Per Diem for the Winnebago County Zoning Board of Appeals to be laid-over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Guevara.



Board Member Sweeney called point of order. Discussion by Chief of the Civil Bureau Vaughn. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.) Board Member Webster made a motion to approve the Resolution, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

### **ECONOMIC DEVELOPMENT COMMITTEE**

12. No Report.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

13. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Funded PPO/POS Insurance Plan, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
14. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Northern Illinois Health Plans (NIHP) for Third-Party Administrative Services, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
15. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with AMWINS Group Benefits for the Administration of a Retiree Medical and RX Plan, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Replacement of Outdoor Warning Sirens County-Wide Using 2025 Operating Budget Funds, seconded by Board Member Lindmark. Discussion by Board Member Goral and ESDA Coordinator Trent Bass. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

### **PUBLIC WORKS COMMITTEE**

17. Board Member Webster made a motion to approve (24-037) Resolution Authorizing the Jurisdictional Transfer of Bell School Road, Out of the Winnebago County Highway System into the City of Rockford Street System (Section 20-00676-00-WR), seconded by Board Member Guevara. Discussion by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

18. Board Member Webster made a motion to approve (24-038) Resolution Authorizing the Jurisdictional Transfer of Linden Road, from Alpine Road Easterly for 2,662 Feet, Out of the Winnebago County Highway System and into the City of Rockford Street System (Section 23-00715-00-WR), seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
19. Board Member Webster made a motion to approve (24-039) Resolution Authorizing the Execution of an Annual Professional Services Agreement with Various Engineering, Structural, Geotechnical, Testing, and Appraisal Service Companies, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
20. Board Member Webster made a motion to approve (24-040) Resolution Authorizing a Joint Funding Agreement with the United States Department of the Interior Geological Survey for Operations of a Steamflow Gaging Station on the Kishwaukee River, seconded by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
21. Board Member Webster made a motion to approve (24-041) Resolution Authorizing the Award of Bid for Winnebago Road Infrastructure Improvements (Section 21-00702-00-DR), seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
22. Board Member Webster made a motion to approve (24-042) Resolution Authorizing the Award of Bid for the Elevated Water Storage Tank Improvements at the Winnebago County Water District (Section 24-00730-00-MS), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
23. Board Member Webster made a motion to approve (24-043) Resolution Authorizing the Award of Materials Bids for the Riverside Boulevard Project Between Material Avenue and Sage Drive (Section 23-00624-02-LT), seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)
24. Board Member Webster made a motion to approve (24-044) Resolution Authorizing the Purchase of a Utility Tractor, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

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

25. Board Member Lindmark made a motion to approve a Resolution Awarding Inmate Health Care Services – JDC and Jail Contract Extension, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

26. Board Member Lindmark made a motion to approve a Resolution Awarding Replacement Dishwasher Bid for the Winnebago County Jail, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

### **LEGISLATIVE AND LOBBYING COMMITTEE**

27. No Report.

### **UNFINISHED BUSINESS**

28. **Appointments read in on September 26, 2024**

Board Member McDonald called a point of order to vote on Agenda Items A. 1. and 2. (as listed below) separately to allow Board Member Thompson to vote on Penelope M. Lechtenberg. Board Member Guevara made a motion to approve Agenda Item A.1., seconded by Board Member Crosby. Discussion by Chairman Chiarelli and Board Member Goral. Motion was approved by a voice vote. (Board Member Goral voted no.) (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

Board Member Guevara made a motion to approve Agenda Item A.2. (as listed below), seconded by Board Member McDonald. Motion was approved by a voice vote. (Board Member Thompson Abstained.) (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

Board Member Crosby made a motion to approve Agenda Item B. (as listed below), seconded by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

Board Member Sweeney made a motion to approve Agenda Item C. (as listed below), seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

**A. Winnebago County Health Department, Annual Compensation: None**

1. Penelope M. Lechtenberg (New Appointment), Rockford, Illinois, to serve the remainder of a three-year term
2. Lori Thompson (New Appointment), Loves Park, Illinois, to serve the remainder of a three-year term (Patricia Lewis) expiring October 2027

**B. New Milford Fire Protection District, Annual Compensation: Not to exceed \$1,000**

1. Walter Anderson (New Appointment), Rockford, Illinois, to serve the remainder of a 3-year term (Robert Sickler) Expiring May 2027

**C. Rockford Area Venues and Entertainment Authority (RAVE), Annual Compensation: None**

1. Megan McCoy (Reappointment), Rockford, Illinois, to serve a five-year term expiring June 2029

### **NEW BUSINESS**

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

### **ANNOUNCEMENTS & COMMUNICATION**

30. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
  - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - a. Byron Station-Request for Information for NRC Commercial-Grade Dedication Inspection: Inspection Report 05000454/2025010; 05000455/2025010
    - b. Notice of Meeting with Constellation Energy Generation, LLC
  - B. County Clerk Gummow submitted from BFI Waste Systems of North America, LLC-Davis Junction Landfill a letter regarding a Notice of Class 2 Permit Modification and Public Meeting on Monday November 4, 2024 to discuss a modification to the facility's RCRA Post-Closure Permit.
  - C. County Clerk Gummow submitted a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for September, 2024.
  - D. County Clerk Gummow submitted from The City of Rockford following documents regarding the appointment of Ashley Sarver to the Rockford Mass Transit District:
    - a. Certification of appointment from Mayor McNamara
    - b. Oath of Office, signed by Ashley Sarver
    - c. Memorandum from Mayor McNamara to the City Council.

Board Member Penney thanked Troy Krup and his team and the Rockford Township for responding to many resident concerns in District 9.

Chairman Chiarelli announced Communications Director, Danielle Grindle's last day with the County will be November 1<sup>st</sup>.

### **ADJOURNMENT**

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Sweeney moved to

adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:32 p.m. (Board Members Arena, Fellars, Nabors, Scrol, and Tassoni were absent.)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Gummow". The signature is written in a cursive, flowing style.

Lori Gummow  
County Clerk  
ar

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
**7 different organization for 8 Raffles.**

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31188	1	WOMANSPACE INC	11/15/24-12/08/24	\$850.00
31189	1	ROTARY CLUB OF LOVES PARK	11/15/24-12/03/24	\$1,250.00
31190	1	LAKE SUMMERSET ASSOCIATION	12/01/24-12/31/24	\$1,000.00
31191	1	UPSILON CHI ZETA CHAPTER	11/16/2024	\$1,000.00
31192	1	WINNEBAGO PRESCHOOL INC	11/18/24-12/07/24	\$4,999.00
31193	1	ROCKFORD ART MUSEUM	12/10/2024	\$1,500.00
31194	1	ROCKFORD ART MUSEUM	12/10/2024	\$1,500.00
31195	1	ROCK RIVER VALLEY CHAPTER OF AMBUCS	11/22/24-01/31/25	\$2,250.00

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

This concludes my report,

Deputy Clerk *Daisy Carrillo*

LORI GUMMOW  
Winnebago County Clerk

Date **14-Nov-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	\$	863,005
101	PUBLIC SAFETY TAX	\$	225,919
103	DOCUMENT STORAGE FUND	\$	16,603
105	VITAL RECORDS FEE FUND	\$	1,031
106	RECORDERS DOCUMENT FEE FUND	\$	10,843
107	COURT AUTOMATION FUND	\$	1,152
111	CHILDREN'S WAITING ROOM FUND	\$	8,542
112	RENTAL HOUSING FEE FUND	\$	49,374
114	911 OPERATIONS FUND	\$	423,069
115	PROBATION SERVICE FUND	\$	1,548
116	HOST FEE FUND	\$	727,617
118	NEUTRAL SITE CUSTODY EXCHANGE	\$	52,995
120	DEFERRED PROSECUTION PROGRAM	\$	8,440
123	STATE DRUG FORFEITURE ST ATTY	\$	272
126	LAW LIBRARY	\$	3,245
129	COUNTY AUTOMATION FUND	\$	4,398
131	DETENTION HOME	\$	109,374
155	MEMORIAL HALL	\$	11,178
161	COUNTY HIGHWAY	\$	270,657
163	FEDERAL AID MATCHING FUND	\$	137,096
164	MOTOR FUEL TAX FUND	\$	36,109
165	TOWNSHIP HIGHWAY FUND	\$	123,319
181	VETERANS ASSISTANCE FUND	\$	31,806
185	HEALTH INSURANCE	\$	1,396,615
194	TORT JUDGMENT & LIABILITY	\$	263,684
196	MENTAL HEALTH TAX FUND	\$	919,245
229	2016D REFUNDING	\$	825
230	2016E REFUNDING	\$	825
301	HEALTH GRANTS	\$	420,568
302	SHERIFF'S DEPT GRANTS	\$	15,125
304	PROBATION GRANTS	\$	89,355
309	CIRCUIT COURT GRANT FUND	\$	19,137
313	AMERICA RESCUE PLAN	\$	199,840
314	CJCC GRANTS FUND	\$	28,705
401	RIVER BLUFF NURSING HOME	\$	437,192
410	ANIMAL SERVICES	\$	54,946
420	555 N COURT OPERATIONS FUND	\$	16,528
501	INTERNAL SERVICES	\$	19,153
743	CAPITAL PROJECTS FUND	\$	59,704
	TOTAL THIS REPORT	\$	7,059,039

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 14th day of November 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 Executive Summary

Prepared By: Steve Schultz  
Committee: Finance Committee  
Committee Date: November 7, 2024  
Resolution Title: Resolution Approving Amendment to the Fiscal Year 2025 Budget Policy Regarding Grants  
County Code: Not Applicable  
Board Meeting Date: November 14, 2024

## Budget Information:

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

**Background Information:** Annually, County Administration prepares the Budget Policy for the upcoming budget year to provide guidance to departments and to establish the budget calendar for the County Board. The one proposed amendment to the FY2025 Budget Policy reflects a change regarding the de minimis indirect cost rate due to the rate increase by the federal government from 10% to 15% for new grant awards on or after October 1, 2024.

However, even though the rate increased, some agencies have not provided additional funding to allow for the increased indirect cost rate. Consequently, departments have had to utilize the original budgeted indirect cost rate of 10% in order to continue to meet the deliverables of the grant award.

- One proposed amendment to the Budget Policy is to modify the language on page 10 regarding Grants, as follows:
  - “If Indirect Costs are allowable, all new grant application budgets should include the County’s de minimis indirect cost rate, as defined by the federal government. For any grant awards prior to October 1, 2024, departments may utilize the de minimis indirect cost rate in effect at the time of the award and its deliverables. If not included, the explanation shall be included in the Grant Summary Worksheet.”
- This amendment will allow departments to utilize the current de minimis rate allowed by each granting agency without impacting their program’s deliverables.

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

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

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

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION APPROVING AMENDMENT TO THE FISCAL YEAR 2025 BUDGET  
POLICY REGARDING GRANTS**

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**WHEREAS**, the Winnebago County Board wishes to approve and adopt the amended Fiscal Year 2025 Budget Policy to reflect a change regarding the de minimis indirect cost rate established by the federal government for grant awards on or after October 1, 2024; and

**WHEREAS**, the County Administration has created a process based on sound financial principles for use in the 2025 fiscal year and this amendment to the Budget Policy will provide additional guidance to departments who apply for grants.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it approves and adopts the amended Fiscal Year 2025 Budget Policy presented by the County Administration, a copy of which is attached to this Resolution as Exhibit A.

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

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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JOHN BUTITTA, CHAIR

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JOHN BUTITTA, CHAIR

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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JOE HOFFMAN

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JOE HOFFMAN

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JEAN CROSBY

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JEAN CROSBY

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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MICHAEL THOMPSON

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MICHAEL THOMPSON

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KEITH McDONALD

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KEITH McDONALD

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

ATTESTED BY:

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

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





# WINNEBAGO COUNTY

Fiscal Year 2025

Budget Policy

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## INTRODUCTION

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

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

In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2025 budget.

## ACCOUNTING BASIS

### **Governmental Funds**

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

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

### **Proprietary Funds**

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

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

## BUDGETARY PRIORITIES

Direction is hereby given to the County Administrator and the Chief Financial Officer to create the fiscal year 2025 budget with the following priorities:

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

## FUND RESERVES AND BALANCED BUDGETS

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

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

## BUDGET SUBMITTAL AND PRESENTATION PROCESS

Elected Officials and Department Heads shall be provided budget worksheets with existing levels of funding. Based on revenue estimates for the current and next fiscal year, funding levels may be reduced from the current year's appropriations. Elected Officials and Department Heads are encouraged to analyze all services and programs for the cost of the programs, citizen demand, and mandates by Federal, State or County law.

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

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

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

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

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

New for FY2025, Elected Official/Department Heads will be required to submit a five-year plan for capital improvements. Guidelines for these budgets are on page 7.

## REVENUE ESTIMATIONS

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

Property Tax Assumptions: Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day-to-day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. For fiscal year 2025 the CPI is 5.0%. During the budget process, County Administration will present the increases available if the County Board chooses to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2025 budget. The Finance Committee will inform the Chief Financial Officer of the amount of the levy to include in the budget document.

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

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

#### Other FY2025 Revenue Assumptions:

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

#### EXPENSE ESTIMATIONS

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

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

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

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

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

#### Other FY2025 Expense Assumptions:

- In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case-by-case basis.
- Contractual obligations should be included in the budget request and, if applicable, noted as a supplemental request.

- Equipment needs and repairs that do not meet the criteria of a capital request as defined below should be included in the departmental operating budgets.
- All appropriations that have not been expended or appropriated to ongoing capital improvement projects shall lapse at the end of the fiscal year.

## CAPITAL IMPROVEMENT PROJECTS (CIP) PLANNING AND BUDGETS

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

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

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

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

Capital project appropriations, unlike operating budget appropriations, are typically one-time in nature and the project may take multiple years to complete. Budgetary control for these projects will be at the fund and project level which differs from operating budgets. Due to the fact that capital projects may cross fiscal years, the County Administrator/Chief Financial Officer will have the authority to rollover available project balances to the next fiscal year during the budget preparation process. Each previously approved project will be reviewed with department heads prior to the calculation of the rollover amount. Factors Administration will consider when calculating the rollover amount would include the timing of any remaining payments and estimated completion percentage. The current year estimated actuals plus any amounts included in the rollover budget will not exceed the amount of the original approved project budget. Administration will not rollover any capital project funds which have not had activity for two fiscal years. A listing of project budgets that are to be rolled over will be reviewed by the aforementioned Administration team and included in the final budget package as presented to the County Board.

CIP appropriations funding projects belonging to the two Enterprise Funds will be budgeted in those respective funds in order to properly track assets according to GAAP and financial reporting. Approval of CIP projects related to these funds will require a budget amendment including a plan to transfer funds from the CIP fund to

the Enterprise fund and expenditures for the project in the Enterprise fund. Actual transfers will only be recorded by Finance as related projects are completed.

#### BUDGET AMENDMENT PROCESS (AFTER ADOPTION BY THE BOARD):

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

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

#### FINANCIAL POLICIES

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

#### FISCAL YEAR

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

#### ACCOUNTING/ AUDITING

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

#### ACCOUNTING AND FINANCIAL REPORTING POLICIES

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

It shall be the intent of the County to maintain a program of internal controls to safeguard all assets and ensure effective and efficient use of all assets. It shall be the responsibility of the Finance Director to establish a formal



set of "best practice" internal controls. In addition, the County Auditor shall ensure that all departments comply with those controls.

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

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

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

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

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

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

The Finance department remits vendor payments on a regular schedule twice a month. Vendor payments are released by the County Clerk's office per the defined schedule. Emergency requests for payment are considered on a case-by-case basis. All remittances will be mailed unless there is a business purpose requiring a department to obtain the check at which time a release form will need to be signed.

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

## GRANTS

The purpose of this policy is to ensure that all grant-funded programs or projects are managed according to the terms set forth in the grant agreement, Winnebago County Grant Administration Policies and Procedures and

other applicable County policies and procedures. To inform the County Board of the value of a new grant program, the Board must have full knowledge of the total cost and/or impact of the program and its funding sources. It is a requirement that departments administering grants are familiar with the grant administration policies and procedures; in addition to individual grant requirements.

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

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

- A new grant is a grant awarded for a purpose that has not been previously supported by grant funding.
- Grant Award Agreement Federal/State/Local compliance requirements.
- If Indirect Costs are allowable, all new grant application budgets should include the County's de minimis indirect cost rate, as defined by the federal government. For any grant awards prior to October 1, 2024, departments may utilize the de minimis indirect cost rate in effect at the time of the award and its deliverables. If not included, the explanation shall be included in the Grant Summary Worksheet.
- Departments who apply for grants that require a local match must find the local match within their budgets.
- Departments who apply for new grants must understand the special conditions associated with their funding and inform the County Board of the conditions in the Resolution, prior to approval. Upon Board acceptance and approval, the County Board Administration Staff will log each special condition into the Special Conditions System of Register.
  - The County Board's definition of a conflicting special condition is any special condition of funding (outside of standard state/federal conditions) that may prohibit another department's ability to apply for funding.

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

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

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

## RISK MANAGEMENT

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

## INVESTMENT POLICY

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

### SCOPE OF INVESTMENT POLICY

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

### OBJECTIVES

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

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

### RESPONSIBILITY

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

### PRUDENCE

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

## ACCOUNTING

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

## FINANCIAL INSTITUTIONS

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

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

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

## INVESTMENT VEHICLES

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

## COLLATERAL

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

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

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

- U.S. Government direct securities
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Obligations of the County of Winnebago
- Obligations of municipalities located within the County of Winnebago, subject to acceptance by the Winnebago County Treasurer

- Acceptable Collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois

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

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

#### SECURITY CONTROLS

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

#### ADOPTION

This investment policy or similar policy has been in effect since January 1, 2022. Last revision March 12, 2022.

#### FISCAL YEAR 2025 BUDGET CALENDAR

Budget Task	Date
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Chief Financial Officer and Finance Department to review budget process, refine budget requirements, determine budget calendar and prepare preliminary budget guidelines	Feb 1 <sup>st</sup> to March 1 <sup>st</sup>
Finance Committee to review Budget Calendar	March 7 <sup>th</sup>
Initial forecast of Fiscal Years <del>2023</del> 2024 and <del>2024</del> 2025 with preliminary tax levy options to be presented to the Finance Committee	March <del>June</del> 7 <sup>th</sup> - 15 <sup>th</sup>
Finance Committee to approve 2025 Budget Policy & Guidelines	March 21 <sup>st</sup>
County Board to approve 2025 Budget Policy & Guidelines	March 28 <sup>th</sup>
Budget preparation materials are distributed to departments	April 19 <sup>th</sup> <del>24<sup>th</sup></del> - April 30 <sup>th</sup>
Departments to submit all budget documents to the Chief Financial Officer	May 31 <sup>st</sup>
Chief Financial Officer and Administrator to review all preliminary budgets with Departments	June 7 <sup>th</sup> – 14 <sup>th</sup>
Recommended budgets are provided to Department Heads/Elected Officials	June 20 <sup>th</sup>
Budget changes made as needed due to unforeseen items	June 21-July 18
Budget to be reviewed by Chairman, Administrator and Chief Financial Officer	June 20 <sup>th</sup>
County Administrator to present recommended budget to the Committee of the Whole	Aug 8 <sup>th</sup>
Truth in Taxation Hearing (we will schedule a date if needed)	
Department Heads and Elected Officials sign off sheet on budgets and capital requests due in the Finance Department	Aug 1 <sup>st</sup>
Finance Committee to vote on County Budget Ordinance	Aug 29 <sup>th</sup>
County Board to place balanced Proposed Budget on public display	Sept 5 <sup>th</sup>
County Board to adopt the appropriation and tax levy ordinance/budget	Sept 26 <sup>th</sup>



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** November 7, 2024  
**Ordinance Title:** Ordinance for a Budget Amendment WCCMHB Jail Navigator Vehicle  
**Board Meeting Date:** November 26, 2024

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$35,000
If not, explain funding source: Grant award	
ORG/OBJ/Project Code: 60200 / 46410 / 02067 WCCMHB Navigator Vehicle	
FY2024 Budget Impact: \$35,000	

**Background Information:** New grant awarded by the Winnebago County Community Mental Health Board (WCCMHB) to provide funds for a vehicle to support transportation for the Sheriff's Jail Navigator program.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2025 Fiscal Year**

Sponsored by:  
John Butitta, Finance Committee Chairman

Finance: November 7, 2024  
Lay Over: November 14, 2024  
**Final Vote: November 26, 2024**

**2024 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

**Ordinance for a Budget Amendment WCCMHB Jail Navigator Vehicle**

**WHEREAS**, a new grant has been awarded by the Winnebago County Community Mental Health Board (WCCMHB) to provide a vehicle to support transportation for the Sheriff's Jail Navigator Program; and,

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-001 WCCMHB Jail Navigator Vehicle Grant Award**.



Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

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

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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

2024  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		<b>11/7/2024</b>		AMENDMENT NO: 2025-001				
DEPARTMENT:		Sheriff Grant Fund		SUBMITTED BY: Steve Schultz				
FUND#:		0302 Sheriff Grants Fund		DEPT. BUDGET NO. 60200 Sheriff Grants Fund				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
60200	46410	02067	WCCMHB Jail Navigator-Vehicle	\$0	\$0	\$0	\$35,000	\$35,000
<b>Revenue</b>								
60200	32130	02067	WCCMHB Jail Navigator-Vehicle	\$0	\$0	\$0	(35,000)	(\$35,000)
TOTAL ADJUSTMENT:							\$0	
<b>Reason budget amendment is required:</b>								
New grant awarded by the Winnebago County Community Mental Health Board to provide funds for a vehicle to support transportaion for the Sheriff's Jail Navigator Program.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2024 budget: \$35,000</b>								
<b>Revenue Source: Grant award</b>								

**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Accelerator Award Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County
<b>Service, Program or Project Name:</b>	Justice-Involved Peer Navigator
<b>Amount:</b>	\$35,000
<b>Contract Year:</b>	June 1, 2024 – June 30, 2026
<b>Area of Capital:</b> Human, Social, and/or Physical	<ul style="list-style-type: none"><li>• Physical</li></ul>
<b>Expense Categories:</b> What expense categories will the awarded funds cover?	<ul style="list-style-type: none"><li>• Purchase of Vehicles</li></ul>

**FUNDING AGREEMENT DELIVERABLES**

<b>Project Progress</b>	<b>Title</b>	<b>Description</b>	<b>Estimated Completion Date</b>	<b>Payout Amount</b>
Initial - After Board Approval	Board approval, contract signed	Project is approved by Board, and contract is signed.	N/a	\$0.00
25% Complete	N/a	N/a	N/a	N/a
50% Complete	N/a	N/a	N/a	N/a
75% Complete	N/a	N/a	N/a	N/a
100% Complete	Project Complete	Van is purchased and in use	October 1, 2024	\$35,000 (100%)

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

Funds will directly contribute to the purchase of a van for the transport of peer navigators and staff for the transportation during the Peer Navigator Program.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

The Peer Navigator Program will provide crucial support and transportation for MAT clients, ensuring they receive necessary care and services. Peer navigators will improve treatment adherence, reduce relapse rates, and facilitate smoother transitions back into the community by offering personalized, empathetic support. The program will foster collaboration with healthcare providers, increase awareness and education about MAT, and work to reduce stigma associated with substance use disorders, enhancing overall community support.

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**Signature**

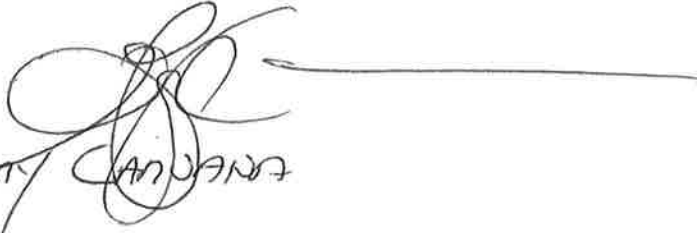
**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **Winnebago County** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

A handwritten signature in black ink, appearing to read "Gary Canzana", with a long horizontal line extending to the right.

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**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:



# Ordinance Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Finance

**Committee Date:** November 7, 2024

**Resolution Title:** Ordinance for a Budget Amendment for Justice for Families Grant Award

**County Code:** Winnebago County Annual Appropriation Ordinance

**Board Meeting Date:** November 26, 2024

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$163,930.00
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 60900 / various / 02300 FY25 JFF Grant Award	
FY2025 Budget Impact: N/A	

**Background Information:** The Department of Justice Office on Violence Against Women has awarded Winnebago County continuation funding to continue and enhance the operations of the Domestic Violence Coordinated Court.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** N/A

**Legal Review:** N/A

**Follow-Up:** Adjust Munis line Items

**2025 Fiscal Year**

Finance: November 7, 2024

Lay Over: November 14, 2024

Sponsored by:

**Final Vote: November 26, 2024**

John Butitta, Finance Committee Chairman

## **2024 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

### **Ordinance for a Budget Amendment for Justice for Families Grant Award**

**WHEREAS**, The Department of Justice Office on Violence Against Women has awarded Winnebago County continuation funding for the Justice for Families program to continue and enhance the functions of the Domestic Violence Coordinated Court; and,

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-002 FY25 Justice for Families Grant Award**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

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

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JAIME SALGADO, VICE CHAIR

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JEAN CROSBY

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

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

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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



2024  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/22/2024		AMENDMENT NO: 2025-002	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		0309 - Circuit Court Grants		DEPT. BUDGET NO. 60900-Circuit Court Grants	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
60900	41110	02300	Regular Salary	\$0	\$0	\$0	\$88,000	\$88,000
60900	41221	02300	Life Insurance	\$0	\$0	\$0	\$68	\$68
60900	41231	02300	IMRF	\$0	\$0	\$0	\$1,698	\$1,698
60900	41241	02300	FICA	\$0	\$0	\$0	\$4,774	\$4,774
60900	42110	02300	Supplies	\$0	\$0	\$0	\$5,000	\$5,000
60900	43190	02300	Other Professional Services	\$0	\$0	\$0	\$40,000	\$40,000
60900	43310	02300	Travel	\$0	\$0	\$0	\$15,000	\$15,000
60900	48211	02300	Health Insurance Cont.	\$0	\$0	\$0	\$9,390	\$9,390
<b>Revenue</b>								
60900	32110	02308	Federal Operating Grant	\$0	\$0	\$0	(163,930)	(\$163,930)
<b>TOTAL ADJUSTMENT:</b>							(\$0)	
<b>Reason budget amendment is required:</b>								
The Department of Justice Office on Violence Against Women has awarded Winnebago County continuation funding to continue and enhance the operations of the Domestic Violence Coordinated Court. The award provides funding for salary and benefit costs for one full time and one part time employee. The award also provides funding for subcontractor costs related to court advocacy services and increased access to justice initiatives.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2025 budget:</b> \$163,930								
<b>Revenue Source:</b> Grant award								



## Department of Justice (DOJ)

### Office on Violence Against Women (OVW)

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF WINNEBAGO 400 W STATE ST
<b>City, State and Zip:</b>	ROCKFORD, IL 61101
<b>Recipient UEI:</b>	K6CATG9GFEX4
<b>Project Title:</b> OVW FY24 Justice for Families Project Winnebago County Circuit Court	<b>Award Number:</b> 15JOVW-24-GG-00042-JFFX
<b>Solicitation Title:</b> OVW Fiscal Year 2024 Justice for Families Program	
<b>Federal Award Amount:</b> \$600,000.00	<b>Federal Award Date:</b> 8/7/24
<b>Awarding Agency:</b>	Office on Violence Against Women
<b>Funding Instrument Type:</b>	Grant
<b>Assistance Listing:</b> 16.021 - Justice Systems Response to Families	
<b>Project Period Start Date:</b> 10/1/24	<b>Project Period End Date:</b> 9/30/27
<b>Budget Period Start Date:</b> 10/1/24	<b>Budget Period End Date:</b> 9/30/27
<b>Project Description:</b> ???The Grants to Support Families in the Justice System program (referred to as the Justice for Families Progr	
<p>Through this continuation Justice for Families project, the Winnebago County Circuit Court and its partners, Winnebago County, the 17th Judicial Circuit Family Violence Coordinating Council, Winnebago County State's Attorney's Office, Winnebago County Public Defender's Office, Winnebago County Circuit Clerk, Winnebago County Court Services; City of Rockford Family Peace Center, Remedies Renewing Lives, Rockford Sexual Assault Counseling, Inc., Rockford Alliance Against Sexual Exploitation, Regional Access and Mobilization Project, The Arc of Winnebago, Boone, and Ogle Counties, The Liam Foundation, YWCA of Northwestern Illinois, Children's Safe Harbor, Prairie State Legal Services, and Northern Illinois University College of Law, will implement a standard project addressing the following purpose areas: 3) Training for court-based and court-related personnel; 5) Court and court-based programs and services; 6) Civil legal assistance; and 8) Training within the civil justice system. Specific activities will include: 1) continuing the Domestic Violence Coordinated Court to monitor offender compliance with court orders; 2) continuing the Domestic Violence Assistance Center (DVAC) to assist victims with filing for orders of protection; 3) providing training for court-based and court-related personnel and provide training within the civil justice system; and 4) providing civil legal assistance to victims by continuing to enhance and support training of pro bono attorneys.</p> <p>This is a continuation of 15JOVW-21-GG-00215-JFFX.</p>	

## Award Letter

August 7, 2024

Dear Nicole Ticknor,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 OVW Fiscal Year 2024 Justice for Families Program. The approved award amount is \$600,000.

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 OVW, 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.

Rosemarie Hidalgo  
Director

### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

### **NEPA Letter Type**

OVW – Categorical Exclusion – Some Minor Renovations Allowed

### **NEPA Letter**

Certain minor renovations are allowed under the Justice for Families Program. All recipients of Justice for Families Program funding must assist OVW in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the recipient or by a subrecipient or third party. Accordingly, prior to obligating funds for any of the specified activities, the recipient must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

1. New construction;
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require submission of additional information to OVW and cooperating with OVW in additional processes and analyses.

Recipients should carefully review the award grant conditions, as they may contain more specific information about environmental compliance.

### **NEPA Coordinator**

<b>First Name</b> Debra	<b>Middle Name</b>	<b>Last Name</b> Murphy
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**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**  
K6CATG9GFEX4

<b>Street 1</b> 400 W STATE ST	<b>Street 2</b>
<b>City</b> ROCKFORD	<b>State/U.S. Territory</b> Illinois
<b>Zip/Postal Code</b> 61101	<b>Country</b> United States
<b>County/Parish</b> no value	<b>Province</b> no value

**Award Details**

<b>Federal Award Date</b> 8/7/24	<b>Award Type</b> Initial
<b>Award Number</b> 15JOVW-24-GG-00042-JFFX	<b>Supplement Number</b> 00
<b>Federal Award Amount</b> \$600,000.00	<b>Funding Instrument Type</b> Grant

<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>
16.021	Justice Systems Response to Families

**Statutory Authority**

34 U.S.C. 12464

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

## Project Information

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

### Solicitation Title

2024 OVW Fiscal Year 2024 Justice for Families Program

### Awarding Agency

OVW

### Application Number

GRANT14046860

### Grant Manager

MAUREEN MONAGLE

### Phone Number

202-297-3520

### E-mail Address

maureen.monagle@usdoj.gov

### Project Title

OVW FY24 Justice for Families Project Winnebago County Circuit Court

### Performance Period Start

#### Date

10/01/2024

### Performance Period End Date

09/30/2027

### Budget Period Start Date

10/01/2024

### Budget Period End Date

09/30/2027

## Project Description

???The Grants to Support Families in the Justice System program (referred to as the Justice for Families Program) was authorized in the Violence Against Women Reauthorization Act of 2013 to improve the response of the civil and criminal justice system to families with a history of domestic violence, dating violence, sexual assault, and stalking, or in cases involving allegations of child sexual abuse. The program supports the following activities for improving the capacity of courts and communities to respond to families affected by the targeted crimes: court-based and court-related programs; supervised visitation and safe exchange by and between parents; training for people who work with families in the court system; civil legal services; and the provision of resources in juvenile court matters. Projects supported by the Justice for Families Program are those that focus on keeping victims and their children safe from further abuse and holding offenders accountable.

Through this continuation Justice for Families project, the Winnebago County Circuit Court and its partners, Winnebago County, the 17th Judicial Circuit Family Violence Coordinating Council, Winnebago County State's Attorney's Office, Winnebago County Public Defender's Office, Winnebago County Circuit Clerk, Winnebago County Court Services; City of Rockford Family Peace Center, Remedies Renewing Lives, Rockford Sexual Assault Counseling, Inc., Rockford Alliance Against Sexual Exploitation, Regional Access and Mobilization Project, The Arc of Winnebago, Boone, and Ogle Counties, The Liam Foundation, YWCA of Northwestern Illinois, Children's Safe Harbor, Prairie State Legal Services, and Northern Illinois University College of Law, will implement a standard project addressing the following purpose areas: 3) Training for court-based and court-related personnel; 5) Court and court-based programs and services; 6) Civil legal assistance; and 8) Training within the civil justice system. Specific activities will include: 1) continuing the Domestic Violence Coordinated Court to monitor offender compliance with court orders; 2) continuing the Domestic Violence Assistance Center (DVAC) to assist victims with filing for orders of protection; 3) providing training for court-based and court-related personnel and provide training within the civil justice system; and 4) providing civil legal assistance to victims by continuing to enhance and support training of pro bono attorneys.

This is a continuation of 15JOVW-21-GG-00215-JFFX.

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

## Financial Information

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

The recipient budget is currently under review.

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

## Other Award Documents

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

No other award documents have been added.

## 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.**

### Condition 1

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.

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 any one or more of these 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 the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, 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.

### Condition 2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide



The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

### **Condition 3**

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

### **Condition 4**

#### **Requirements related to System for Award Management and unique entity identifiers**

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 current information in SAM.

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

### **Condition 5**

#### **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 (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **Condition 6**

#### **Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW 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 OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Prohibited conduct by



recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award") and are incorporated by reference here.

#### **Condition 7**

Determinations of suitability to interact with participating minors

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 OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

#### **Condition 8**

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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

#### **Condition 9**

OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

#### **Condition 10**

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) 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.

#### **Condition 11**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW 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.

#### **Condition 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.

### **Condition 13**

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 (amended effective April 3, 2024).

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 relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

### **Condition 14**

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."

### **Condition 15**

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW 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 OVW for guidance, and may not proceed without the express prior written approval of OVW.

### **Condition 16**

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

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, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") 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 OVW for guidance, and may not proceed without the express prior written approval of OVW.

### **Condition 17**

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

The recipient and any subrecipients (subgrantees) 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/grant-complaint> (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; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

### **Condition 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.

**Condition 19**

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 OVW for guidance.

**Condition 20**

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.

**Condition 21**

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 OVW by email to OVW.GFMD@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.

**Condition 22**

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

**Condition 23**

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

**Condition 24**

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the

approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

#### **Condition 25**

##### **VAWA 2013 nondiscrimination condition**

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

#### **Condition 26**

##### **Misuse of award funds**

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

#### **Condition 27**

##### **Limitation on use of funds to approved activities**

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

#### **Condition 28**

##### **Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

#### **Condition 29**

##### **Confidentiality and information sharing**

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

#### **Condition 30**

##### **Activities that compromise victim safety and recovery or undermine offender accountability**

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the



confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

### **Condition 31**

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

### **Condition 32**

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

### **Condition 33**

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

### **Condition 34**

Quarterly Federal Financial Reports

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

### **Condition 35**

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without

prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

#### **Condition 36**

FFATA reporting subawards and executive compensation

The recipient agrees to 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 of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

#### **Condition 37**

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

#### **Condition 38**

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

#### **Condition 39**

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

#### **Condition 40**

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this

award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

#### **Condition 41**

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

#### **Condition 42**

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

#### **Condition 43**

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

#### **Condition 44**

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

#### **Condition 45**

Required SAM reporting

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 OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW 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.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

#### **Condition 46**

##### **Batterer intervention programs**

The recipient agrees that batterer intervention programs supported with grant funds must use the power of the criminal justice system to hold batterers accountable for their behavior. Programs that focus on anger management for batterers will not be supported with grant funds.

#### **Condition 47**

##### **Requirements for recipients and subrecipients providing legal assistance**

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in Tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform State, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue; and (5) any person providing legal assistance under this grant program has completed or will complete training on domestic violence, dating violence, sexual assault, and stalking, including child sexual abuse, and related legal issues. The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

#### **Condition 48**

##### **Supervision for junior project attorneys**

The recipient agrees to provide regular and emergency attorney supervision for project attorneys who have practiced law for less than five years and who are providing legal services in connection with the grant-funded project.

#### **Condition 49**

##### **Approval of case selection criteria**

Within 30 days of hiring the staff member(s) who will provide grant-funded legal services, the recipient agrees to submit to OVW for review and approval case selection criteria used to select clients for grant-funded legal services.

#### **Condition 50**

##### **Attorney's fees as program income**

The recipient agrees that in the following circumstances attorney's fees may be accepted as program income under 2 C.F.R. 200.307(e)(2) and added to the federal award: (1) fees that are issued by a judge in an OVW-supported case without the request of the OVW-funded attorney; or (2) fees that are sought by the OVW-funded attorney for the

purpose of deterring repeated or abusive filings by the perpetrator of the domestic violence, dating violence, sexual assault, or stalking. In any other circumstances, the recipient must seek approval from its program manager. Any program income added to the federal award must be used to support OVW activities that were approved in the budget and follow the conditions of the OVW award. Any program income received through one of the circumstances listed above or approved by the OVW program manager must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. Any program income added to the federal award must also be approved via budget modification Grant Award Modification (GAM) by the end of the project period. If a recipient receives fees that do not fall within one of the circumstances listed above or does not receive prior approval from the OVW program manager, then the resulting program income must be deducted from the OVW award pursuant to 2 C.F.R. 200.307(e)(1) and reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the deduction alternative.

#### **Condition 51**

Representing victims in child protection proceedings

The recipient agrees that it will use grant funds to represent a victim of domestic violence in a child protection proceeding only if the proceeding relates to or arises out of the abuse or violence committed against the victim.

#### **Condition 52**

Representing nonoffending parents in child sex abuse cases

The recipient agrees that it will use grant funds to represent a parent of a victim only in the following circumstances: 1) the client is the nonoffending parent; 2) the case involves allegations of child sexual abuse; 3) the services relate to family matters, including civil protection orders, custody, and divorce; and 4) the other parent is represented by counsel.

#### **Condition 53**

Development and approval of training curricula

The recipient agrees to coordinate with the designated OVW technical assistance provider to develop the training curriculum funded under this project. Further, the recipient agrees to submit the training curriculum not less than twenty (20) days prior to public release for OVW review and approval.

#### **Condition 54**

Compliance with NEPA and related laws

The recipient understands that all OVW awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. If the recipient plans to undertake any activity that triggers these requirements, such as renovation (however minor), the recipient agrees to assist OVW in complying with NEPA and related laws. (See 28 C.F.R. Part 61, App. D.) Award funds to be used for such activity will be placed on hold until this process is complete, at which point an Award Condition Modification will be processed to release the hold. The recipient also agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. The recipient understands that this may include renovations that are recommended by OVW to enhance safe outcomes of a project even when those renovations are supported with funds outside of the OVW award.

#### **Condition 55**

Withholding of funds pending completion of prior award under the same program

The recipient acknowledges that it has a prior award under the same OVW grant program from which this new award is being made. Before obligating, expending, or drawing down funds from this award, the recipient must first expend all funds from the prior award. The only exception is that the recipient may obligate, expend, and draw down funds from this award for travel-related expenses up to \$10,000 to attend OVW-sponsored technical assistance events. If the recipient needs to obligate, expend, or draw down additional funds from this award prior to the completion/expiration of the prior award, it must submit a written request to its program manager for review and approval.

**Condition 56**

## Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

**Condition 57**

## Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, any obligations or expenditures incurred by the recipient are made at the recipient's own risk. The recipient may obligate, expend, or draw down up to \$10,000 for participation in or travel-related expenses to attend OVW-sponsored technical assistance events, but these obligations and expenditures remain at the recipient's own risk until the budget is approved. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control.

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

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

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

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval****Title of Approving Official**

Director

**Name of Approving Official**

Rosemarie Hidalgo

**Signed Date And Time**

7/31/24 9:28 AM

**Authorized Representative**

[X]

**Entity Acceptance**

**Title of Authorized Entity Official**

Project Manager

**Name of Authorized Entity Official**

Nicole Ticknor

**Signed Date And Time**

8/13/2024 2:31 PM



# GRANT SUMMARY WORKSHEET

<b>Prepared By:</b>	Circuit Court-- Thomas Jakeway
<b>Committee:</b>	Finance
<b>Committee Date:</b>	November 7, 2024
<b>Resolution Title:</b>	Ordinance for Approval of Budget Amendment for Justice for Families Grant
<b>Board Meeting Date:</b>	November 14, 2024

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: 10/1/24- 9/30/28	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, what is the granting agency's allowable de minimis Indirect Cost rate? 10%	
Is the indirect cost included in the budget?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$50,000 of each subaward.</i>	
- If no, please explain: This is a continuation award and as such indirect costs were not included as outlined in the County's grant award policies and procedures.	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
- If yes, please explain: Please see the attached award letter that includes 57 special conditions related to this grant program.	
How many sub-awards are included in this award?	1
- Do subawards/contracts contain Indirect Costs?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: 10% of first \$25,000 of subaward	



# Ordinance Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Finance

**Committee Date:** November 7, 2024

**Resolution Title:** Ordinance for a Budget Amendment for Order of Protection Service Grant Award

**County Code:** Winnebago County Annual Appropriation Ordinance

**Board Meeting Date:** November 26, 2024

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$282,000.00
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 60900 / various / 02308 Orders of Protection Service Grant	
FY2025 Budget Impact: N/A	

**Background Information:** The Department of Justice Office on Violence Against Women has awarded Winnebago County funding to serve as a pilot site for the Electronic Service Protection Order Pilot Project.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** N/A

**Legal Review:** N/A

**Follow-Up:** Adjust Munis line Items

**2025 Fiscal Year**

Sponsored by:  
John Butitta, Finance Committee Chairman

Finance: November 7, 2024  
Lay Over: November 14, 2024  
**Final Vote: November 26, 2024**

**2024 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

**Ordinance for a Budget Amendment for Order of Protection Service Grant Award**

**WHEREAS**, The Department of Justice Office on Violence Against Women has awarded Winnebago County funding to serve as a pilot site for the Electronic Service Protection Order Pilot Project. This award allows for the development of policies and infrastructure to allow for the legal and practical electronic service of protective orders in Winnebago County. The award provides funding for salary and benefit costs for a full- time employee and a percentage of costs to account for time spent on this project for current employees. The award also provides funding for subcontractor costs related to creating new technical infrastructure to allow for the electronic service of documents, supplies, training costs, and indirect costs for the County; and,

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-003 Order of Protection Service Grant Award**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

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

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

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

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

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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



2024  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/22/2024		AMENDMENT NO: 2025-003	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		0309 - Circuit Court Grants		DEPT. BUDGET NO. 60900-Circuit Court Grants	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
60900	41110	02308	Regular Salary	\$0	\$0	\$0	\$105,792	\$105,792
60900	41221	02308	Life Insurance	\$0	\$0	\$0	\$61	\$61
60900	41231	02308	IMRF	\$0	\$0	\$0	\$3,988	\$3,988
60900	41241	02308	FICA	\$0	\$0	\$0	\$8,091	\$8,091
60900	42110	02308	Supplies	\$0	\$0	\$0	\$14,742	\$14,742
60900	43190	02308	Other Professional Services	\$0	\$0	\$0	\$105,000	\$105,000
60900	43310	02308	Travel	\$0	\$0	\$0	\$10,000	\$10,000
60900	48211	02308	Health Insurance Cont.	\$0	\$0	\$0	\$34,325	\$34,325
<b>Revenue</b>								
60900	32110	02308	Federal Operating Grant	\$0	\$0	\$0	(282,000)	(\$282,000)
<b>TOTAL ADJUSTMENT:</b>							(\$0)	
<b>Reason budget amendment is required:</b>								
<p>The Department of Justice Office on Violence Against Women has awarded Winnebago County funding to serve as a pilot site for the Electronic Service Protection Order Pilot Project. The award provides funding for salary and benefit costs for a full time employee and a percentage of costs to account for time spent on this project for current employees. The award also provides funding for subcontractor costs related to creating new technical infrastructure to allow for the electronic service of documents, supplies, training costs, and indirect costs for the County.</p>								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2025 budget:</b> \$282,000								
<b>Revenue Source:</b> Grant award								



## Department of Justice (DOJ)

### Office on Violence Against Women (OVW)

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	COUNTY OF WINNEBAGO 400 W STATE ST
<b>City, State and Zip:</b>	ROCKFORD, IL 61101
<b>Recipient UEI:</b>	K6CATG9GFEX4
<b>Project Title:</b> OVW FY24 Electronic Service Protection Order Court Pilot	<b>Award Number:</b> 15JOVW-24-GG-00808-ESPO
<b>Solicitation Title:</b> OVW Fiscal Year 2024 Electronic Service Protection Order Court Pilot	
<b>Federal Award Amount:</b> \$1,500,000.00	<b>Federal Award Date:</b> 9/19/24
<b>Awarding Agency:</b>	Office on Violence Against Women
<b>Funding Instrument Type:</b>	Grant
<b>Assistance Listing:</b> 16.062 - Grants to State and Tribal Courts to Implement Protection Order Pilot Programs	
<b>Project Period Start Date:</b> 10/1/24	<b>Project Period End Date:</b> 9/30/29
<b>Budget Period Start Date:</b> 10/1/24	<b>Budget Period End Date:</b> 9/30/29
<b>Project Description:</b>  The Electronic Service Protection Order Court Pilot supports efforts to develop and implement programs for properly and legally serving protection orders through electronic communication methods. The program awards grants to state or tribal courts that are a part of a multidisciplinary partnership that includes, to the extent practicable, a state, tribal, or local law enforcement agency; a state, tribal, or local prosecutor's office; a victim service provider or state or tribal domestic violence coalition; a provider of culturally specific services; a nonprofit program or government agency with demonstrated experience in providing legal assistance or legal advice to victims of domestic violence and sexual assault; the bar association of the state or tribe; the state or tribal association of court clerks; a state, tribal, or local association of criminal defense attorneys; at least two individuals with experience in design and management of court case management systems; at least two state or tribal court judges with expertise in domestic violence and issuing protective orders; and a judge assigned to the criminal docket of the state or tribal court.  Through this new Electronic Service Protection Order Court Pilot project, the Winnebago County Circuit Court will collaborate with the Winnebago County Circuit Clerk's Office, the Winnebago County Department of Information Technology, the Winnebago County Sheriff's Office, Remedies Renewing Lives, and the judiciary, specifically Honorable Joseph P. Bruscato and Honorable Jennifer J. Clifford, to develop and implement programs for properly and	

legally serving protection orders through electronic communication methods. During the course of the proposed project, the Winnebago County Circuit Court and its project partners will: 1) develop the policies and infrastructure for protective order electronic service through establishing a Protective Order Electronic Service Work Group and creating an Implementation Plan, developing enhancements to the Illinois Protection Order System, and researching best practices to inform local policies and rules; 2) implement the electronic service of protective orders through the continuation of Protective Order Electronic Service Workgroup Meetings, securing the legal authority for practical electronic service, transitioning to use of Illinois Protection Order System for electronic service, developing a training curriculum to provide training around electronic service, and beginning data collection activities; and 3) disseminate findings and best practices through creating reports, presentations, and developing the required two year project overview report.

## Award Letter

September 19, 2024

Dear Nicole Ticknor,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 OVW Fiscal Year 2024 Electronic Service Protection Order Court Pilot. The approved award amount is \$1,500,000.

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 OVW, 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.

Rosemarie Hidalgo  
Director

### 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**

OVW – Categorical Exclusion - No Renovations Allowed

**NEPA Letter**

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) 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 proper
3. A renovation which will change the basic prior use of a facility or significantly change its size.?
4. Research and technology whose anticipated and future application could be expected to have an effect on the environ
5. Implementation of a program involving the use of chemicals.??

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would. Consequently, the subject federal action meets the Office on Violence Against Women’s criteria for a categorical exclusion.

**NEPA Coordinator**

**First Name**

Debra

**Middle Name**

**Last Name**

Murphy

**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**

K6CATG9GFEX4

**Street 1**

400 W STATE ST

**Street 2**

<b>City</b> ROCKFORD	<b>State/U.S. Territory</b> Illinois	
<b>Zip/Postal Code</b> 61101	<b>Country</b> United States	
<b>County/Parish</b> no value	<b>Province</b> no value	
<b>Award Details</b>		
<b>Federal Award Date</b> 9/19/24	<b>Award Type</b> Initial	
<b>Award Number</b> 15JOVW-24-GG-00808-ESPO	<b>Supplement Number</b> 00	
<b>Federal Award Amount</b> \$1,500,000.00	<b>Funding Instrument Type</b> Grant	
<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>	
16.062	Grants to State and Tribal Courts to Implement Protection Order Pilot Programs	
<b>Statutory Authority</b>		
34 U.S.C. § 10462a		
<input checked="" type="checkbox"/> <i>I have read and understand the information presented in this section of the Federal Award Instrument.</i>		
<b>Project Information</b>		
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.		
<b>Solicitation Title</b> 2024 OVW Fiscal Year 2024 Electronic Service Protection Order Court Pilot	<b>Awarding Agency</b> OVW	
<b>Application Number</b> GRANT14152600		
<b>Grant Manager</b> MAUREEN MONAGLE	<b>Phone Number</b> 202-297-3520	<b>E-mail Address</b> maureen.monagle@usdoj.gov
<b>Project Title</b> OVW FY24 Electronic Service Protection Order Court Pilot		

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

10/01/2024

**Performance Period End Date**

09/30/2029

**Budget Period Start Date**

10/01/2024

**Budget Period End Date**

09/30/2029

**Project Description**

The Electronic Service Protection Order Court Pilot supports efforts to develop and implement programs for properly and legally serving protection orders through electronic communication methods. The program awards grants to state or tribal courts that are a part of a multidisciplinary partnership that includes, to the extent practicable, a state, tribal, or local law enforcement agency; a state, tribal, or local prosecutor's office; a victim service provider or state or tribal domestic violence coalition; a provider of culturally specific services; a nonprofit program or government agency with demonstrated experience in providing legal assistance or legal advice to victims of domestic violence and sexual assault; the bar association of the state or tribe; the state or tribal association of court clerks; a state, tribal, or local association of criminal defense attorneys; at least two individuals with experience in design and management of court case management systems; at least two state or tribal court judges with expertise in domestic violence and issuing protective orders; and a judge assigned to the criminal docket of the state or tribal court.

Through this new Electronic Service Protection Order Court Pilot project, the Winnebago County Circuit Court will collaborate with the Winnebago County Circuit Clerk's Office, the Winnebago County Department of Information Technology, the Winnebago County Sheriff's Office, Remedies Renewing Lives, and the judiciary, specifically Honorable Joseph P. Bruscato and Honorable Jennifer J. Clifford, to develop and implement programs for properly and legally serving protection orders through electronic communication methods. During the course of the proposed project, the Winnebago County Circuit Court and its project partners will: 1) develop the policies and infrastructure for protective order electronic service through establishing a Protective Order Electronic Service Work Group and creating an Implementation Plan, developing enhancements to the Illinois Protection Order System, and researching best practices to inform local policies and rules; 2) implement the electronic service of protective orders through the continuation of Protective Order Electronic Service Workgroup Meetings, securing the legal authority for practical electronic service, transitioning to use of Illinois Protection Order System for electronic service, developing a training curriculum to provide training around electronic service, and beginning data collection activities; and 3) disseminate findings and best practices through creating reports, presentations, and developing the required two year project overview report.

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

## Financial Information

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

The recipient budget is currently under review.

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

## Other Award Documents

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

No other award documents have been added.

## 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.**

### Condition 1

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.

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 any one or more of these 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 the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, 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.

### Condition 2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part



2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

### **Condition 3**

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

### **Condition 4**

Requirements related to System for Award Management and unique entity identifiers

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 current information in SAM.

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

### **Condition 5**

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 (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **Condition 6**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW 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 OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)") and are incorporated by reference here.

**Condition 7**

## Determinations of suitability to interact with participating minors

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 OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

**Condition 8**

## 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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

**Condition 9**

## OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

**Condition 10**

## Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) 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.

**Condition 11**

## Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW 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.

**Condition 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.

**Condition 13**

## 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 (amended effective April 3, 2024).

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 relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

### **Condition 14**

#### 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."

### **Condition 15**

#### Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW 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 OVW for guidance, and may not proceed without the express prior written approval of OVW.

### **Condition 16**

#### Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

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, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") 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 OVW for guidance, and may not proceed without the express prior written approval of OVW.

### **Condition 17**

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

The recipient and any subrecipients (subgrantees) 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/grant-complaint> (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; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

#### **Condition 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.

#### **Condition 19**

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 OVW for guidance.

#### **Condition 20**

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.

#### **Condition 21**

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 OVW by email to OVW.GFMD@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.

#### **Condition 22**

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

#### **Condition 23**

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

#### **Condition 24**

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this



award.

**Condition 25**

## VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

**Condition 26**

## Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**Condition 27**

## Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

**Condition 28**

## Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

**Condition 29**

## Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

**Condition 30**

## Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.);

procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

### **Condition 31**

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

### **Condition 32**

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

### **Condition 33**

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

### **Condition 34**

Quarterly Federal Financial Reports

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

### **Condition 35**

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program

income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

#### **Condition 36**

FFATA reporting subawards and executive compensation

The recipient agrees to 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 of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

#### **Condition 37**

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

#### **Condition 38**

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

#### **Condition 39**

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

#### **Condition 40**

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance



written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

#### **Condition 41**

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

#### **Condition 42**

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

#### **Condition 43**

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

#### **Condition 44**

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

#### **Condition 45**

Required SAM reporting

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 OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW 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.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil,

criminal, and administrative proceedings within SAM are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

#### **Condition 46**

##### **Planning Period**

The recipient agrees to engage in a planning period of up to 24 months prior to implementing a program for properly and legally serving protection orders through electronic communication methods. The planning period activities include: collaboration with the OVW technical assistance provider(s) and project partners; hiring or designation of a staff member to act as the project coordinator; and making substantial efforts, when possible, to develop or expand partnerships through a Letter of Commitment with 1) a state, tribal or local prosecutor's office, 2) a provider of culturally specific services, 3) a nonprofit program or government agency with demonstrated experience in providing legal assistance or legal advice to victims of domestic violence and sexual assault, 4) the bar association of the applicable state or Indian tribe, 5) the state or tribal association of court clerks, 6) a state, tribal, or local association of criminal defense attorneys, 7) a judge assigned to the criminal docket of the state or tribal court, 8) and an additional state or tribal court judge with expertise in domestic violence and issuing protective orders. Letters of Commitment from any new partners will be submitted as a deliverable.

#### **Condition 47**

##### **Additional Reporting Requirements**

The recipient agrees to submit additional reports as provided in 34 U.S.C. 10462a(f) and described in the program solicitation.

#### **Condition 48**

##### **Indirect costs**

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

#### **Condition 49**

##### **Conditional clearance with release of technical assistance funds**

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, any obligations or expenditures incurred by the recipient are made at the recipient's own risk. The recipient may obligate, expend, or draw down up to \$10,000 for participation in or travel-related expenses to attend OVW-sponsored technical assistance events, but these obligations and expenditures remain at the recipient's own risk until the budget is approved. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control.

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

---

## **Award Acceptance**

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

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

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this

declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
Director	Rosemarie Hidalgo	9/11/24 2:16 PM

**Authorized Representative**

[X]

**Entity Acceptance**

**Title of Authorized Entity Official**  
Project Manager

**Name of Authorized Entity Official**  
Nicole Ticknor

**Signed Date And Time**  
9/23/2024 12:54 PM



## GRANT SUMMARY WORKSHEET

<b>Prepared By:</b>	Circuit Court-- Thomas Jakeway
<b>Committee:</b>	Finance
<b>Committee Date:</b>	November 7, 2024
<b>Resolution Title:</b>	Ordinance for Approval of Budget Amendment for Order of Protection Service Grant
<b>Board Meeting Date:</b>	November 14, 2024

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: 10/1/24- 9/30/29	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, what is the granting agency's allowable de minimis Indirect Cost rate? 10%	
Is the indirect cost included in the budget?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$50,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
- If yes, please explain: Please see the attached award letter that includes 49 special conditions related to this grant program.	
How many sub-awards are included in this award?	2
- Do subawards/contracts contain Indirect Costs?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	

# **ECONOMIC DEVELOPMENT COMMITTEE**



# Resolution Executive Summary

**Committee Date:** Monday, November 4, 2024

**Committee:** Economic Development

**Prepared By:** Jas Bilich & Chris Dornbush

**Document Title:** Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$100,000 From The Revolving Loan Fund To Jam's Disposal Inc. (Jam's)

**County Code:** 5 ILCS 220/1 et seq., IGA 2014-CR-122 (original) & IGA Update 2016-CR-013

**Board Meeting Date:** Thursday, November 14, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$100,000
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> Fund available in fund #0307 (Revolving Loan Fund)	<b>Budget Impact:</b> None - Budgeted

**Background Information:**

Jam's Disposal Inc. (Jam's) is a dumpster rental and garbage hauling business established in 2021. Jam's is located at 5614 N. 2<sup>nd</sup> Street, Loves Park, IL 61111 and are requesting \$100,000 at 7% interest rate for 7 years from the Winnebago County Revolving Loan Fund to assist in purchasing 18 additional dumpsters, including shipping charges and repairs to a vehicle. Since its inception, the business has been growing steadily through 2 different RLDC loans, both having excellent repayment records. The previous loans were at the beginning of the formation of the business, with a subsequent expansion loan. This loan will assist in the creation of 4 FTE (full time equivalent) employees; 3 drivers and 1 office support employee. It has a County investment of \$25,000 per job created. Jam's has had success since its inception with a 67% earnings increase annually compounded to present day. Jam's are seeking these additional dumpsters to continue to meet the demands of their customers and further grow a female and minority owned business.

**Recommendation:**

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan.

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

RLDC & staff normally update the entire Board on an annual basis.

**County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [www.wincoil.gov](http://www.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 \_\_\_\_\_**

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**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY  
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO  
COMPLETE A LOAN FOR \$100,000 FROM THE REVOLVING LOAN FUND  
TO JAM'S DISPOSAL INC. (Jam's)**

---

**WHEREAS**, Abigail and Jasinto Carrasco are 50/50 owners of Jam's Disposal Inc. (Jam's) and Ms. Carrasco has previous experience as the former owner of Miguel's Detailing; and

**WHEREAS**, Jam's was established in 2021 as a dumpster rental and garbage hauling business, which is currently located at 5614 N. 2<sup>nd</sup> Street, Loves Park, Illinois, 61111; and

**WHEREAS**, Jam's began with one (1) roll-off truck, two (2) trailers and eight (8) dumpsters, soon after followed by an additional purchase of nineteen (19) more dumpsters, and operated from the current address that was purchased utilizing Rockford Local Development Corporation (RLDC) financing; and

**WHEREAS**, Jam's is requesting one hundred thousand dollars (\$100,000.00) from the County's Revolving Loan Fund for the purchase of eighteen (18) dumpsters, including shipping charges and repairs to a vehicle; and

**WHEREAS**, it is expected that this loan will assist in the creation of four (4) additional full-time equivalent employees over the next two (2) years and assist in the expansion of a female and minority owned business; and

**WHEREAS**, the business location was acquired in 2017 through RLDC funding source and then in 2021 RLDC participated with Advantage Illinois program for further business expansion, and then Northern Illinois Community Development Corporation (NICDC) loaned funds in 2023 for more dumpsters, of which all loans have exemplary repayment records with RLDC; and

**WHEREAS**, Jam's is seeking a loan to assist with the purchase of eighteen (18) dumpsters, including shipping charges and repairs to a vehicle, as recommended by the staff of RLDC, one hundred thousand dollars (\$100,000.00), amortized at seven percent (7%) for seven (7) years from the County of Winnebago's Revolving Loan Fund to Jam's, secured by a subordinated lien on all business assets, as well as personal guarantees by Jasinto Carrasco and Abigail Carrasco (co-borrowers of the Note).

**NOW THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of one hundred thousand dollars (\$100,000.00), amortized at seven percent (7%) for seven (7) years from the County of Winnebago's Revolving Loan Fund to Jam's Disposal Inc (Jam's), secured by a subordinated lien on all business assets, as well as personal guarantees by Jasinto Carrasco and Abigail Carrasco (co-borrowers of the Note).

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Chief Operations Officer, County Finance Director, County Administrator, and the County Auditor.

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

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JOHN SWEENEY, CHAIRMAN

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JOHN SWEENEY, CHAIRMAN

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TIM NABORS, VICE CHAIR

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TIM NABORS, VICE CHAIR

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JEAN CROSBY

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JEAN CROSBY

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ANGELA FELLARS

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ANGELA FELLARS

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VALERIE HANSERD

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VALERIE HANSERD

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BRAD LINDMARK

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BRAD LINDMARK

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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:

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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

**Revolving Loan Fund****Loan Summary for:**

Jam's Disposal Inc.

**Applicant:**

Jam's Disposal Inc.

**P.I.N.:** 11-01-477-009**Principal / Officer (%):** Abigail Carrasco, President (50%)  
Jasinto Carrasco, VP/Sct'y (50%)**Location Address:**5614 N 2<sup>nd</sup> St. Suite #1**Website:** <https://www.jamsdisposal.com/>

Loves Park, IL 61111

**County Board District #:** 17**County Board Member:** Michael Thompson**Jurisdiction:** Loves Park**Type of Business:** ☐ New (Start-up)☒ Expansion (Existing)**Industry:** Waste Disposal

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current    Projected		
Investment(s)				Percentage	<i>Full-Time Equivalent (FTE):</i>	4	4
County:	\$ 100,000.00	7.00%	interest	86.96%			
		7	years				
Owner's:	\$ 15,000.00			13.04%			
RLDC	\$ -			0.00%	<i>Part Time:</i>	0	<i>Within the first 2 years of business operating, from the opening.</i>
				0.00%			
				0.00%			
Total Financing of Project:	\$ 115,000.00			100.00%			
***Cost of County funds per projected job created: <b>\$25,000</b>					<u>Total:</u>	8	

**Uses of Loan Proceeds:**

- To purchase 18 additional dumpsters, including shipping charges plus make repairs to a vehicle.

**Revolving Loan Fund**

**Loan Summary for:**

Jam's Disposal Inc.

**Description of Business & Project:**

Jam's Disposal Inc. was formed in March 2021, is owned by wife and husband Abigail and Jasinto Carrasco. Ms. Carrasco also owned Miguel's Detailing, an auto detailing business managed by her father. The purchase of this real estate and the formation of Miguel's was financed by RLDC in August 2017. That loan has been prepaid in full with no late or missed payments. Due to health issues of her father, Ms. Carrasco has closed Miguel's. The Carrasco's started Jam in March 2021 and purchased one roll-off truck, two trailers and eight dumpsters with personal funds for a reported \$122,500. The business was incorporated in July 2021. In November 2021, RLDC made a \$60,000 loan to Jams that was participated with Advantage Illinois. That loan has an exemplary repayment record and is being repaid on an accelerated basis with an outstanding balance of \$34,705. In 2023, NICDC loaned another \$50,000 to purchase ten (10) new dumpsters. That loan too has an

Jam's Disposal is a dumpster rental and garbage hauling business. Jam will deliver its dumpsters to a job site and then haul the waste to the landfill. Customers pay a fee based on size of the dumpster, frequency of hauling and type of waste. The Carrasco's will seek minority certification hoping it will lead to public works projects and private business work where minority contracting is encouraged. RLDC has a residential rehabilitation program whereby it finances small business owners who will purchase abandoned residential properties and fix them up for resale to owner-occupied buyers. One of its most active borrowers in this program has contracted with Jam's for its disposal needs and is quite pleased with their terms and diligence.

Jams is located at 5614 N. 2nd St., Loves Park, IL in the building that housed Miguel's Detailing and that is personally owned by Ms. Carrasco. That property secures a mortgage to Northwest Bank with an outstanding balance of \$137,000. Jam's purchased three acres of vacant land on W. State St in Rockford in early 2022 to store the dumpsters, but outside storage is a minimal expense since they were able to purchase the land for \$47,000 with personal cash.

## **Revolving Loan Fund**

### **Loan Summary for:**

Jam's Disposal Inc.

#### **RLDC Recommendation:**

Staff recommends a \$100,000 loan to be fully amortized over seven (7) years at 7% for the following reasons:

- 1) Participation in this project benefits a female- and minority-owned business (the Carrasco's are Hispanic).
- 2) Participation in this project contributes to the projected creation of four jobs.
- 3) Jam has demonstrated strong operating cash flow more than sufficient to service existing and proposed debt.
- 4) Ms. Carrasco has demonstrated good business acumen and trustworthiness through the start-up and growth of Miguel's Detailing and Jam's Disposal, the former loan which has been prepaid in full.
- 5) Her prior three loans with RLDC all have stellar performance.

#### **Other Conditions:**

Personal guarantees from Jasinto and Abigail Zarate (they will be co-borrowers of the Note).

## **Strengths & Weaknesses**

### **Strengths**

- 1) Participation in this project benefits a female- and minority-owned business (the Carrasco's are Hispanic).
- 2) Participation in this project contributes to the projected creation of four jobs.
- 3) Jam has demonstrated strong operating cash flow more than sufficient to service existing and proposed debt.
- 4) Ms. Carrasco has demonstrated good business acumen and trustworthiness through the start-up and growth of Miguel's Detailing, the loans for which have been prepaid in full.

## **Revolving Loan Fund**

### **Loan Summary for:**

Jam's Disposal Inc.

### **Weaknesses**

1) The leasing of dumpsters and garbage hauling business has few barriers to entry. Mitigating this business risk are the low overhead of the business, the operating cash flow from the corporate borrower and the financial strength of the principals.

### **Attachments:**

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *WinGIS Site Location*
3. *Tax Information*
4. *Company Website*
5. *Revolving Loan Fund Summary Information*



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

# Business Entity Search

## Entity Information

<b>Entity Name</b>	JAM'S DISPOSAL INC.		
<b>File Number</b>	73316235	<b>Status</b>	ACTIVE
<b>Entity Type</b>	CORPORATION	<b>Type of Corp</b>	DOMESTIC BCA
<b>Incorporation Date (Domestic)</b>	06-09-2021	<b>State</b>	ILLINOIS
<b>Duration Date</b>	PERPETUAL		
<b>Annual Report Filing Date</b>	05-02-2024	<b>Annual Report Year</b>	2024
<b>Agent Information</b>	KIM CUTLER 1128 HARLEM RD MACHESNEY PARK ,IL 61115-2520	<b>Agent Change Date</b>	06-09-2021

## Services and More Information

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

---

Purchase Master Entity Certificate of Good Standing

---

Change of Registered Agent and/or Registered Office

---

Articles of Amendment Effecting A Name Change

---

Adopting Assumed Name

---



#### 5614 N 2ND ST

Pin	Alt.Pin	Property Size
1101477009	181D333	Sq. Feet: 8799   Acres: 0.20
<b>Owner Name and Address</b>		
CARRASCO , ABIGAIL		
5614 N SECOND STREET		
LOVES PARK, IL 61111		
<b>Taxpayer Name and Address</b>		
CARRASCO , ABIGAIL		
5614 N SECOND STREET		
LOVES PARK, IL 61111		
<b>Legal Description</b>		
LOVES COURT-A SUBD OF LOTS 4-5 + 6 OF EASTWOOD + STOKBURGERS 1ST SUBD OF LOVES PARK LOT 003		

#### Property Use

Use Code	Description
0061	Commercial Business-Impr

#### Zoning Info

<b>ZoningDistrict:</b> CR
<b>ZoningDescription:</b> Commercial

#### Township Info

Township	Assessor Name
ROCKFORD	Ken Crowley



**School District**

SchoolDist: HARLEM SCHOOL DIST 122
------------------------------------

**Fair Market Values**

Year	Fair Market Value	Total Tax Bill	Code
2023	\$154,540.00	\$4,651.12	409

**Exemptions**

No exemptions to display.

**Sale History**

Date of Sale	Sale Type	Gross Selling Price	Sale Type
6/10/2019	20191019904	\$210,000.00	CONTRACT
7/1/2014	20141020544	\$0.00	D

**Flood Hazard Zones**

Flood Zone Type	In/Out
X	Out



# Winnebago County

County Treasurer

[Wincoil Home Page](#)  
[Treasurer Home Page](#)  
[Supervisor of Assessments](#)  
[Search Again](#)

## Parcel Tax Details for Parcel Number 11-01-477-009

[View Property via WinGIS](#)

[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

Please choose the tax year you would like to view details for:

2023 ▼

***Tax Payment Information***  
***2023 taxes payable in 2024***

Click here to make a payment

***Owner Address***

CARRASCO , ABIGAIL  
5614 N SECOND STREET  
LOVES PARK, IL 61111

***Taxbill Address***

CARRASCO , ABIGAIL  
5614 N SECOND STREET  
LOVES PARK,IL 61111

----- **First Installment**-----

Due Date: 6/14/2024

Amount: 2325.56

Penalty: 0.00

Cost: 0.00

Total Due: 2325.56

Paid: 2325.56 Date: 6/10/2024

By: Autoagent check

----- **Second Installment**-----

Due Date: 9/6/2024

Amount: 2325.56

Penalty: 0.00

Cost: 0.00

Total Due: 2325.56

Paid: 2325.56 Date: 9/3/2024

By: Autoagent check

**For Parcel Address: 5614 N 2ND ST**

**Tax Calculation**

<b>Description</b>		<b>Amount</b>
Board of Review Assessed Value		51508
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	51508
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	51508
County Multiplier	x	1.0000
Revised Equalized Value	=	51508
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	51508
Tax Rate for Tax Code 409	x	9.0299
Calculated Tax	=	\$4651.12
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$4651.12
<b>Fair Market Value:</b>	154540	<b>1977 Equalized Value:</b> 16130

***Taxing Bodies and Rates***

<b><i>Taxing Body</i></b>	<b><i>Rate</i></b>	<b><i>Tax</i></b>
WINNEBAGO COUNTY	0.7587	\$196.92
FOREST PRESERVE	0.0913	\$23.70
ROCKFORD TOWNSHIP	0.0963	\$25.00
LOVES PARK CITY	0.0000	\$0.00
ROCKFORD PARK DISTRICT	0.8914	\$231.38
FOUR RIVERS SANITATION AUTHORITY	0.1425	\$36.99
NORTH SUBURBAN LIBRARY	0.2620	\$68.01
GREATER RKFD AIRPORT	0.0877	\$22.76
HARLEM SCHOOL DIST 122	6.1299	\$1591.14
COMMUNITY COLLEGE 511	0.4593	\$119.22
ROCKFORD TWSP ROAD	0.1108	\$28.76
NORTH 2ND TIF LOVES PARK	0.0000	\$2307.24

**\*\*\*\*\* *End of Real Estate Tax Information* \*\*\*\*\***

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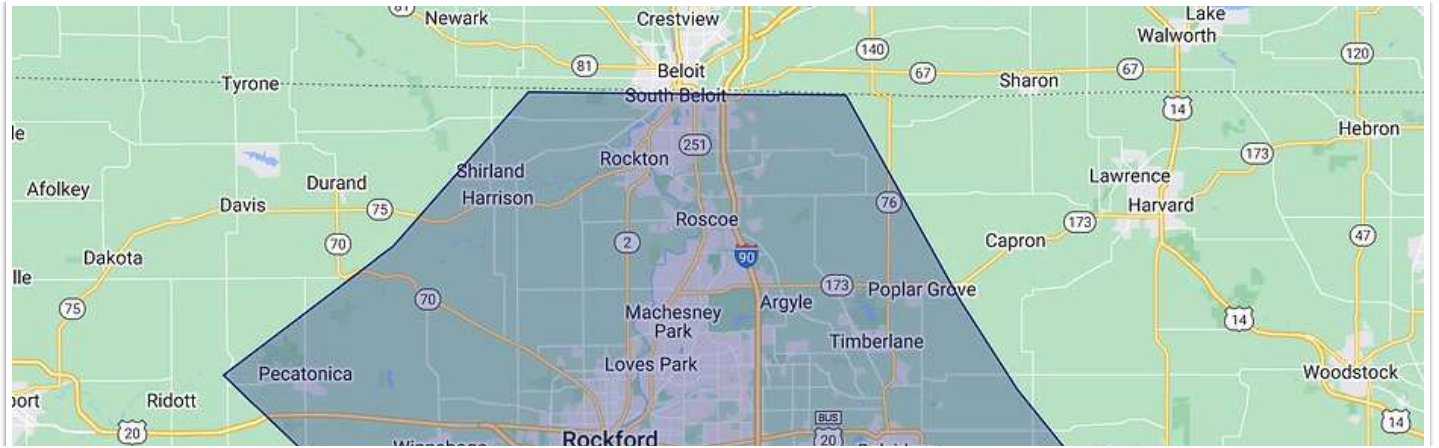
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JAM's Disposal was established in 2021 by Jasinto, Abigail and Miguel, hence our name JAM's. We started with just a pickup truck, trailer and wanting to help making renting a dumpster easy.

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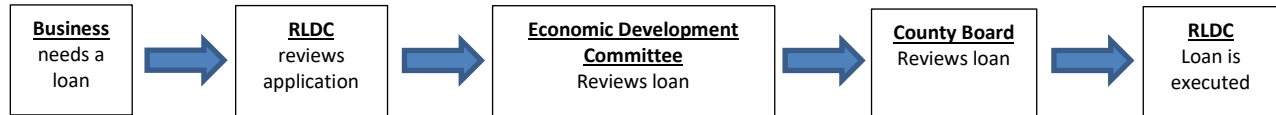


## Winnebago County Revolving Loan Fund (RLF) Program Overview

<b>Rockford Local Development Corporation (RLDC)</b> Manages the Revolving Loan Fund Program on behalf of Winnebago County <ul style="list-style-type: none"><li>RLDC Agreement approved November 26, 2014</li><li>Amendment approved January 28, 2016</li></ul>	
John Phelps Executive Director of RLDC #815-987-8675	<a href="http://rldc.us/index.asp">http://rldc.us/index.asp</a> 120 West State Street, Suite 306 Rockford, IL 61101

### REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



- Program is used for Gap Financing, examples of use...
  - Land & Building
  - Equipment & Machinery
  - Working Capital

**October 11, 2016** State of Illinois letter relinquishing reporting requirements.

The letter is from the Illinois Department of Commerce & Economic Opportunity, Office of Community Development, to David Lorenzen, County Senior Accountant, Winnebago County. It informs him that the County's Revolving Loan Fund (RLF) is being closed as of October 1, 1992, and no further reporting to the DCEO is required. The letter is signed by David Wortman, P.E., Deputy Director of Community Development, and includes a signature line for the Chief Executive of Winnebago County.

**Illinois Department of Commerce & Economic Opportunity**  
OFFICE OF COMMUNITY DEVELOPMENT  
Bruce Rauner, Governor

October 11, 2016

David Lorenzen  
County Senior Accountant  
404 Elm St Rm 520  
Rockford, IL 61101

Dear County Senior Accountant Lorenzen,

You are listed as the administrator for Winnebago County's Revolving Loan Fund (RLF) which was capitalized by the Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance Program (CDAP). The DCEO's CDAP program is in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974.

In recent monitoring HUD has advised DCEO to review and improve its administration of the RLF program. Per HUD Notice CPD-04-11 issued October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and thus may be expended in any manner deemed appropriate by the community.

Winnebago County's RLF was last capitalized prior to October 1, 1992 and is therefore considered dissolved; no further reporting to DCEO is required and the fund is considered closed.

Please have the chief elected official of Winnebago County acknowledge receipt of this letter by signing below and return a copy to DCEO for our records. Thank you for your cooperation in this matter.

Sincerely,  
  
David Wortman, P.E.  
Deputy Director of Community Development  
Illinois Department of Commerce & Economic Opportunity

By signing, I hereby acknowledge receipt of this letter and understand and agree to the closing of Winnebago County's revolving loan fund.

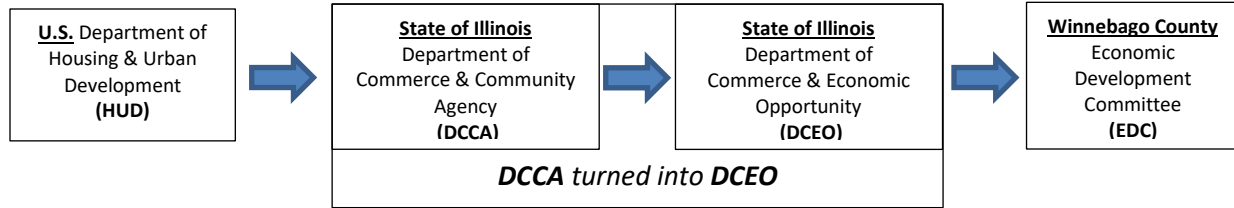
Chief Executive (Print Name)

Chief Executive (Sign)

217.782.7500 Springfield | 312.814.7179 Chicago | [www.illinois.gov/dceo](http://www.illinois.gov/dceo)

# Winnebago County Revolving Loan Fund (RLF) Program Overview

## Origin of Funding for Revolving Loan Fund Program



- **NOT** connected with the County's General Fund, operating costs, etc.
  - It's a stand-alone fund
- No liability to Winnebago County
- Fund generates interest
  - Interest covers management fees
  - Interest balance grows account for further community investment

## **Activity Summary**

- Since September 28, 2015 through present (April 1, 2023)
  - **26** loans processed
    - Average number of loans per year **2.89**
  - **\$1,590,500** loans invested into the community
  - Estimated **176.50** Full-Time Equivalent (FTE) jobs created
- Average loan *approximately*...
  - Amount **\$61,200**
    - Loan amounts have ranged from \$17,500 to \$200,000
  - Interest Rate **6.39%**
    - Interest rates have ranged from 5.0% to 9.0%
  - Year (term) length **6.73**
    - Loan (term) lengths have ranged from 5 to 10 years
    - At times may be amortized out longer, but with balloon payment



# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



## Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Operations and Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Meeting Date:** November 14, 2024  
**Resolution Title:** Resolution Authorizing Acceptance Of Credit Cards By The Winnebago County Coroner's Office For Fees

<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>	<b>Descriptor:</b>

### **Background Information:**

The Winnebago County Coroner's Office processes fees relating to FOIA reports, cremation permits, cremains and AOA (Out of County Coroner) invoice fees. As a convenience to customers, the accepted credit cards can allow for improved customer service in-person or through the online portal. Autoagent Data Solutions, LLC. (MuniciPAY) offers a cloud-based platform that requires no software to run. To be able to accept credit card payments, the County Board must authorize it. There are no ongoing fees associated with the licensing or implementation for the County. The company does add on a processing fee in addition to permit cost that is covered by the user/applicant, not the County. Payment reconciliation will take place within 48 hours.

### **Recommendation:**

Administration supports this credit card vendor for more convenience to citizens needing permits, reports, cremains, FOIA's and fees through the Coroner's Office.

### **Contract/Agreement:**

Yes

### **Legal Review:**

Yes

### **Follow-Up:**

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

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

2024 CR

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**RESOLUTION AUTHORIZING ACCEPTANCE OF CREDIT CARDS BY THE**  
**WINNEBAGO COUNTY CORONER'S OFFICE FOR FEES**

---

**WHEREAS**, the County of Winnebago, Illinois (County) and its' Coroner's Office are authorized under the Local Governmental Acceptance of Credit Cards Act (Act) (50 ILCS 345/1 *et seq.*), to accept the payment of funds for any purpose authorized by credit card; and

**WHEREAS**, for such purpose the Act requires that the local governmental entity first hold a public hearing, following proper legal notice, of its intent to allow payment by credit cards and the types of authorized obligations for which credit card payment will be allowed; and

**WHEREAS**, the County Coroner's Office would like to continue providing customers with convenient options for making payments for permitting services; and

**WHEREAS**, in compliance with the Act, the Operations and Administrative Committee has conducted the required public hearing to solicit public comment regarding the request to accept credit card payments; and

**WHEREAS**, the County Coroner's Office requests the Winnebago County Board approve the acceptance of credit cards for the payment of all funds owed to the County Coroner's Office for permitting services; and

**WHEREAS**, the Operations and Administrative Committee concurs with this request for acceptance of credit cards and recommends approval by the Winnebago County Board.

**THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois, pursuant to 50 ILCS 345/1 *et seq.*, hereby authorizes the acceptance of credit cards for the payment of funds owed to the Winnebago County Coroner's Office for permitting services and for any purpose authorized by credit card.

**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 directed to prepare and deliver certified copies of this Resolution to the County Coroner, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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**VALERIE HANSERD, VICE CHAIR**

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**PAUL ARENA**

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**PAUL ARENA**

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**JOHN BUTITTA**

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**JOHN BUTITTA**

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**JOE HOFFMAN**

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**JOE HOFFMAN**

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**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



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## LOCAL GOVERNMENT

### (50 ILCS 345/) Local Governmental Acceptance of Credit Cards Act.

(50 ILCS 345/1)

Sec. 1. Short title. This Act may be cited as the Local Governmental Acceptance of Credit Cards Act.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/10)

Sec. 10. Definitions.

"Authorized obligation" means, in connection with a county, city, town, or other similar form of local municipal government, any fine, fee, charge, tax, or cost imposed by, owing to, or collected by or on behalf of a unit of local government. In connection with a community college district, "authorized obligation" means tuition costs, books, charges for meals, and other education or college-related fines, fees, charges, or costs imposed upon or incurred by students or pupils.

"Credit card" means an instrument or device, whether known as a credit card, bank card, charge card, debit card, automated teller machine card, secured credit card, smart card, electronic purse, prepaid card, affinity card, or by any other name, issued with or without fee by an issuer for the use of the holder to obtain credit, money, goods, services, or anything else of value.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/15)

Sec. 15. Local government credit card acceptance program.

(a) Any unit of local government and any community college district that has the authority to accept the payment of funds for any purpose is authorized, but not required, to accept payment by credit card.

(b) This Act shall be broadly construed to authorize, but not require, acceptance of credit card payments by all units of local government and community college districts.

(c) This Act authorizes the acceptance of credit card payments for all types of authorized obligations.

(d) This Act does not limit the authority of clerks of court to accept payment by credit card pursuant to the Clerks of Courts Act or the Unified Code of Corrections.

(e) A local governmental entity may not receive and retain, directly or indirectly, any convenience fee, surcharge, or other fee in excess of the amount paid in connection with the credit card transaction. In addition, a financial institution or service provider may not pay, refund, rebate, or return, directly or indirectly, to a local governmental entity for final retention any portion of a surcharge, convenience fee, or other fee paid in connection with a credit card transaction.

(Source: P.A. 102-558, eff. 8-20-21.)

(50 ILCS 345/20)

Sec. 20. Election by local governmental entities to accept credit cards.

(a) The decision whether to accept credit card payments for any particular type of obligation shall be made by the governing body of the local governmental entity that has general discretionary authority over the manner of acceptance of payments. The governing body may adopt reasonable rules governing the manner of acceptance of payments by credit card. Except as provided in subsection (b) of Section 20-25 of the Property Tax Code, no decision to accept credit card payments under this Act shall be made until the governing body has determined, following a public hearing held not sooner than 10 nor later than 30 days following public notice of the hearing, that the acceptance of credit card payments for the types of authorized obligations specified in the public notice is in the best interests of the citizens and governmental administration of the local governmental entity or community college and of the students and taxpayers thereof.

(b) The governing body of the entity accepting payment by credit card may enter into agreements with one or more financial institutions or other service providers to facilitate the acceptance and processing of credit card payments. Such agreements shall identify the specific services to be provided, an itemized list of the fees charged, and the means by which each such fee shall be paid. Such agreements may include a discount fee to cover the costs of interchange, assessments and authorizations, a per item processing fee for the service provider, and any other fee, including a payment of a surcharge or convenience fee, that may be applicable to specific circumstances. Any agreement for acceptance of payments by credit cards may be canceled by the governmental entity upon giving reasonable notice of intent to cancel.

(c) An entity accepting payments by credit card may pay amounts due a financial institution or other service provider by (i) paying the financial institution or other service provider upon presentation of an invoice or (ii) allowing the financial institution or other service provider to withhold the amount of the fees from the credit card payment. A discount or processing fee may be authorized whenever the governing body of the entity determines that any reduction of revenue resulting from the discount or processing fee will be in the best interest of the entity. Items that may be considered in making a determination to authorize the payment of fees or the acceptance of a discount include, but are not limited to, improved governmental cash flows, reduction of governmental overhead, improved governmental financial security, a combination of these items, and the benefit of increased public convenience. No payment to or withheld by a financial institution or other service provider may exceed the amounts authorized under subsection (b) of Section 25.

(d) Unless specifically prohibited by an ordinance or rule adopted by the governing body of the local governmental entity,

a person may pay multiple tax bills in a single transaction.  
(Source: P.A. 96-1248, eff. 7-23-10.)

(50 ILCS 345/25)

Sec. 25. Payment of fees by cardholders.

(a) The governing body of a local governmental entity authorizing acceptance of payment by credit card may, but is not required to, impose a convenience fee or surcharge upon a cardholder making payment by credit card in an amount to wholly or partially offset, but in no event exceed, the amount of any discount or processing fee incurred by the local governmental entity. This convenience fee or surcharge may be applied only when allowed under the operating rules and regulations of the credit card involved. When a cardholder elects to make a payment by credit card to a local governmental entity and a convenience fee or surcharge is imposed, the payment of the convenience fee or surcharge shall be deemed voluntary by the person and shall not be refundable.

(b) No fee, or accumulation of fees, that exceeds the lesser of \$20 or 5% of the principal amount charged may be imposed in connection with the issuance of any license, sticker, or permit, or with respect to any other similar transaction. No fee, or accumulation of fees, that exceeds the lesser of \$5 or 5% of the transaction involved may be imposed in connection with the payment of any fine. No fee, or accumulation of fees, in excess of the lesser of \$40 or 3% of the principal amount charged may be imposed in connection with the payment of any real estate or other tax.

(c) Notwithstanding the provisions of subsection (b), a minimum fee of \$1 may be imposed with respect to any transaction.

Notwithstanding the provisions of subsection (b), a fee in excess of the limits in subsection (b) may be imposed by a local governmental entity on a transaction if (i) the fee imposed by the local governmental entity is no greater than a fee charged by the financial institution or service provider accepting and processing credit card payments on behalf of the local governmental entity; (ii) the financial institution or service provider accepting and processing the credit card payments was selected by competitive bid and, when applicable, in accordance with the provisions of the Illinois Procurement Code; and (iii) the local governmental entity fully discloses the amount of the fee to the cardholder.

(Source: P.A. 92-114, eff. 1-1-02.)

(50 ILCS 345/30)

Sec. 30. Relief from underlying obligation. A person who makes a payment by credit card to a local governmental entity shall not be relieved from liability for the underlying obligation except to the extent that the local governmental entity realizes final payment of the underlying obligation in cash or the equivalent. If final payment is not made by the credit card issuer or other guarantor of payment in the credit card transaction, then the underlying obligation shall survive and the local governmental entity shall retain all remedies for enforcement that would have applied if the credit card transaction had not occurred. A person making payment by credit card is not liable for any discount or fee paid to a credit card issuer or other party by a local governmental entity.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/35)

Sec. 35. Liability of local governmental employees. A local governmental employee who accepts payment by credit card in

50 ILCS 345/ Local Governmental Acceptance of Credit Cards Act.

accordance with this Act and any applicable rules shall not incur personal liability for the final collection of the payment.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/95)

Sec. 95. (Amendatory provisions; text omitted).

(Source: P.A. 90-518, eff. 8-22-97; text omitted.)

(50 ILCS 345/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 90-518, eff. 8-22-97.)

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## Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Operations and Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Meeting Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPay) for the Winnebago County Coroner's Office

<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>	<b>Descriptor:</b>

### **Background Information:**

The Winnebago County Coroner's Office processes permits related to their area of specialty. AutoAgent Data Solutions, LLC (MuniciPAY) has established themselves as an electronic payment processing company that focuses on the government sector by providing services to 3,500 counties in the United States and 25 within Illinois and is currently in use by the County Highway and Community Development Departments. Both departments are very pleased with their services. Implementation is expected to take 2-3 weeks with a rate of 2.29% with a \$2.00 minimum per transaction, the same rates that were offered to the other departments, which will get charged to the customer, not the County. Payment types currently include; credit, debit cards and eChecks/ACH Payments. Payment reconciliation is within 48 hours

### **Recommendation:**

Administration supports this credit card vendor for more convenience to citizens needing permits, reports, cremains, FOIA's and fees through the Coroner's Office.

### **Contract/Agreement:**

Yes

### **Legal Review:**

Yes

### **Follow-Up:**

Purchasing Department will route Agreement for Signatures.

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

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

2024 CR

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**RESOLUTION AWARDING PAYMENT PROCESSING SERVICES TO AUTOAGENT DATA SOLUTIONS,  
LLC (MUNICIPAY) FOR THE WINNEBAGO COUNTY CORONER'S OFFICE**

---

**WHEREAS**, the County of Winnebago, Illinois (County) and its' Coroner's Office issue permits relating to their areas of specialty in the County; and

**WHEREAS**, the County Coroner's Office is seeking to make permitting more convenient to users by providing an online portal in addition to being able to have a payment terminal(s) within the office to process payments for permitting; and

**WHEREAS**, the County Coroner's Office would like to continue providing customers with convenient options for making payments for permitting services and will need to have a merchant vendor; and

**WHEREAS**, AutoAgent Data Solutions, LLC (MuniciPAY) has established themselves as an electronic payment processing company that focuses on the government sector by providing services to 3,500 counties in the United States and 25 within Illinois and is currently in use by the County Highway and Community Development Departments; and

**WHEREAS**, the Operations and Administrative Committee concurs with this request for awarding payment processing services to Autoagent Data Solutions, LLC (MuniciPAY) and recommends approval by the Winnebago County Board.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to enter and sign the documents necessary for payment processing services with Autoagent Data Solutions, LLC (MuniciPAY), which shall be in substantially the same form as attached hereto as, **RESOLUTION EXHIBIT A**.

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

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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PAUL ARENA

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JOHN BUTITTA

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JOE HOFFMAN

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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



Payments Empowering Communities

**AGREEMENT:**

The Implementation, Hosting and Maintenance of the  
Online Payment Portal Solution known as "MuniciPay"

**Prepared for:**

County of Winnebago, Illinois  
on behalf of the Winnebago County Coroner's Office, Illinois.

## AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and the County of Winnebago, Illinois on behalf of the Winnebago County Coroner's Office, Illinois (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 403 Elm St. 2<sup>nd</sup> Floor, Rockford, IL 61101.

1. **SERVICE:** Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement. Merchant may utilize MuniciPay as an online and in-person payment processing solution for the Department and Payment Types as listed in Section 4 below.
2. **TERM:** This Agreement shall be in effect for a period of two (2) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than sixty(60) days' written notice of its intent not to renew. Notwithstanding the foregoing, either party may terminate this Agreement for convenience at any time upon sixty (60) days' written notice to the other party.
3. **TERMINATION:** Either party may terminate this Agreement at any time during the term or any renewal term upon the occurrence or any one or more of the following:
  - a. A breach of any material provision of this Agreement by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof; and
  - b. The other party's failure to pay any amount owed under this Agreement for more than ten (10) business days after the date such amount is due to be paid.
  - c. Upon termination of this Agreement, the Parties will abide by industry security standards as to the security of cardholder data. The effective date of termination will be the date the notice is received by the Company or the date stated in the notice, whichever is later. No costs incurred after the effective date of the termination are allowed. No amount of compensation is permitted for anticipated profits on unperformed services.
4. **DEPARTMENT AND PAYMENT TYPES:** Merchant may use Municipay for the following payment transactions ("Payment Transactions"):
  - Coroner's Office
    - Reports
    - Cremations Permits
    - Cremains
    - AOA (Out of County Coroner) Invoices
5. **SERVICE FEES:** There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the MuniciPay solution. Rather, Company shall collect Fees from end users of the MuniciPay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using MuniciPay.

The Fees that Company may collect from Payers are as follows:

  - Coroner's Office
    - Electronic Checks / ACH: \$0.00
    - Debit Cards / Credit Cards: 2.29% with a \$2.00 minimum
6. **MUNICIPAY PLATFORM AVAILABILITY:** Company shall make the MuniciPay solution available to Merchant seven (7) days a week, twenty-four (24) hours a day with availability equal to or in excess of 99% per month, excluding

scheduled maintenance windows. Company shall notify the County by e-mail of the upcoming scheduled maintenance, especially if outages are a possibility.

7. **PROGRAMMING:** Company shall not have access to any computer hardware of the Merchant. Company shall perform all programming and customization for Merchant within the MuniciPay solution.
8. **BILLING DATA DELIVERY:** If Merchant's use of the MuniciPay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.
9. **IN-PERSON DEVICES:** Company shall provide the following devices to Merchant on the terms specified below:
  - Merchant shall purchase one (1) IDTech Chip Reader EMV device(s) -- \$229/each
  - Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
  - All devices will have a one-year warranty
10. **MAINTENANCE AND HOSTING; USE:** Company will host and maintain the MuniciPay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the MuniciPay solution.
11. **CUSTOMER SERVICE:** Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.
12. **MERCHANT'S PAYMENT OBLIGATIONS:** Merchant understands and agrees that it shall be responsible for any chargebacks or returns of transactions processed through the MuniciPay solution (excluding service Fee transactions). Merchant agrees to pay to Company, promptly upon notice from Company but in no event more than ten (10) business days after Merchant's receipt of written notice thereof, any such chargeback or return amounts, as well as any fines, fees, penalties or other amounts incurred by Company and caused by or resulting from Merchant's violation of applicable law or regulations, or rules of the payment card networks (e.g., Visa, Mastercard, American Express, Discover, etc.).
13. **PCI COMPLIANCE:** Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.
14. **OWNERSHIP AND LICENSE:** Merchant shall have no ownership of the MuniciPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniciPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniciPay solution, and shall not use the MuniciPay solution for any unlawful or improper purpose or otherwise misuse the MuniciPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniciPay solution to accept payments.
15. **NOTICES:** Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Refusal to accept delivery has the same effect as receipt.
16. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed under by the laws of the State of Illinois. The Company irrevocably agrees that, subject to the Merchant's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Winnebago County, State of Illinois, and the Company consents and submits to the jurisdiction thereof.

In accordance with these provisions, the Company waives any right it may have to transfer or change the venue of any litigation brought against it by the Merchant pursuant to this Agreement.

17. **NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, all obligations of the Merchant under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Merchant shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.
18. **INDEMNITY:** Company agrees to indemnify and hold harmless the Merchant for and against any loss or expense incurred by the Merchant that is caused by the Company's gross negligence or willful misconduct. Merchant agrees to indemnify and hold harmless the Company for and against any loss or expense incurred by the Company that is caused by the Merchant's gross negligence or willful misconduct.

**ACCEPTANCE**

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

**FOR THE MERCHANT:**

Company: County of Winnebago, Illinois Government

Name: Joseph V. Chiarelli

Signature: \_\_\_\_\_

Title: Chairman of the Board of Winnebago County, Illinois

Address: 404 Elm Street, Room 533

Rockford, IL 61101

Company: Winnebago County Coroner's Office- Government

Name: Jennifer Muraski

Signature: \_\_\_\_\_

Title: Winnebago County Coroner

Address: 403 Elm Street, 2nd Floor

Rockford, IL 61101

**FOR AUTOAGENT:**

Company: Autoagent Data Solutions, LLC

Name: Stacy Hunt

Signature: 

Title: VP of Business Development

Address: 433 Plaza Real, Suite 275

Boca Raton, FL 33432





# Resolution Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department for The Coroner's Office  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Flooring Replacement for the Coroner's Office Using CIP 24 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$45,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b> \$45,000	
<b>Over or Under approved amount? OVER</b> By: \$8,628	
<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> 82200-43710 <b>Descriptor:</b> CIP 24 Funds	
<b>Budget Impact?</b> \$53,628	

**Background Information:** The flooring in the Coroner's Office is in need of replacement. It is in disrepair with rips, tears, stains and major wear and tear. For this renovation, tile carpet was specified which will allow for better long-term repair and replacement of the carpet itself. A high-performance luxury vinyl tile (LVT) hard surface product will be used for the entryway, hallways and staff common areas to allow for easy cleaning and minimum wear and tear on high traffic surface areas. The flooring was submitted to be replaced using CIP 24 Funds.

This project 24B-2365 yielded (5) bids with the lowest bid received from Commercial Flooring Contractors (See Resolution Exhibit A).

The Invitation to Bid was emailed to 12 potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. The Pre-Bid Meeting was optional and we had 6 attendees representing 6 companies.

**Recommended By:** The Coroner's Office and Facilities Department

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Commercial Flooring Contractors in the amount of \$53,628.

**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 FLOORING REPLACEMENT FOR THE CORONER'S OFFICE 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 Coroner's Office is in need of flooring replacement; and,

**WHEREAS**, the County went out for BID #24B-2365 Flooring Replacement at Coroner's Office; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

**COMMERCIAL FLOORING CONTRACTORS**  
**5364 MAINSAIL DRIVE**  
**ROSCOE, IL 61073**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$53,628 to Commercial Flooring Contractors, 5364 Mainsail Dr, Roscoe, Illinois 61073.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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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



# WINNEBAGO COUNTY

— ILLINOIS —

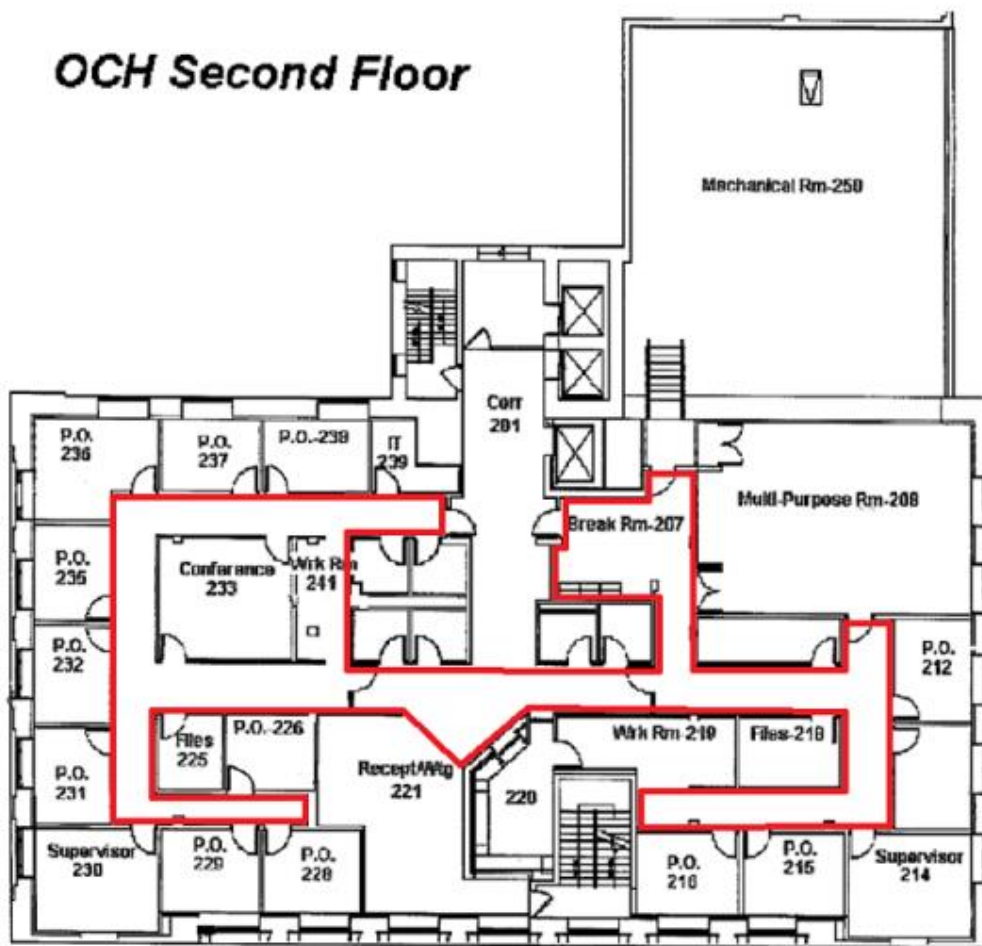
## BID TAB

**24B-2365 FLOORING REPLACEMENT AT WINNEBAGO CORONER'S OFFICE**

**BID OPENING - OCTOBER 9, 2024@ 10:00 AM**

VENDOR NAME	Benchmark Flooring Loves Park, IL	Boss Carpet One Dixon, IL	Commercial Flooring Contractors Rockford, IL	Carpet Mill Outlet USA Roscoe, IL	Tiles In Style DBA Taza Construction South Holland, IL
CARPET MATERIALS COST	\$16,000	\$16,460	<b>\$19,854</b>	\$29,862	\$14,835
LVT MATERIAL COST	\$8,750	\$16,255	<b>\$4,736</b>	\$12,250	\$6,441
LABOR COST	\$37,625	\$28,620	<b>\$29,038</b>	\$28,500	\$47,235
TOTAL PROJECT PRICE	\$62,375	\$61,335	<b>\$53,628</b>	\$70,612	\$68,511

Winnebago County Purchasing Department  
 404 Elm St, Rm 202, Rockford, IL 61101 | [www.wincoil.gov](http://www.wincoil.gov)  
 Phone: (815) 319- 4380 | Email: [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)





# Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Operations & Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Meeting Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Space Study Analysis to the Juvenile Detention Center

<b>Was item budgeted? Yes</b>	<b>Amount Budgeted:</b> \$89,600 <b>Amount Base:</b> \$59,600 <b>Potential Additional Expense:</b> \$30,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b>	<b>Descriptor:</b> Detention Home Fund

**Background Information:** The Juvenile Detention Center is in need of a Space Study Analysis to determine future needs for programming and renovation opportunities at its current location.

Purchasing worked with Court Services and the Juvenile Detention Center to issued #24P-2344. 7 companies were represented at the pre-proposal meeting and site walk-thru. 4 responses were received for the Space Study Analysis. The Court Services sub-committee team worked hard to evaluate and check references from the responses received.

The sub-committee ultimately determined that Venture Architects was the most experienced vendor to handle this project. The expenditures are broken up into two sections, the first being a fixed fee of \$59,600 which includes space needs, program verification, facility assessments, concept and budget development. The second section is anticipated up to \$30,000 for surveying or geotechnical fees that may be necessary with analyzing the space, however based on additional research we do not anticipate this being a full expense.

Farnsworth Group (Chicago, IL)	\$43,566*
HDR Architecture, Inc. (Chicago, IL)	\$45,000-\$90,000
<b>Venture Architects Planners &amp; Designers (Milwaukee, WI)</b>	<b>\$59,600-\$89,600</b>
Larson & Darby + TreanorHL (Rockford, IL & Lawrence, KS)	\$65,923

This Space Study Analysis request will be funded by the Detention Home Fund.

**Recommended By:** Debbie Jarvis, Court Services

**Follow-Up Steps:** Purchasing will prepare the Purchase Order for Venture Architects and route the official contract for signatures.

**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 SPACE STUDY ANALYSIS TO THE JUVENILE DETENTION CENTER**

---

**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 Juvenile Detention Center is in need of a space study; and,

**WHEREAS**, the County went out for Proposal #24P-2344 Space Study Analysis; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

**VENTURE ARCHITECTS  
212 N. 25<sup>TH</sup> STREET  
MILWAUKEE, WI 53233**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$89,600 to Venture Architects, 212 N. 25<sup>th</sup> Street, Milwaukee, WI 53233.

**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 Court Services, Juvenile Detention Center Administrator, Director of Purchasing, Finance Director, Facilities Director, County Board Office 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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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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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



<b>BID TAB</b>	
<b>24P-2344 Space Study Analysis at Juvenile Detention Center</b>	
<b>Wednesday, May 29, 2024 - 2:00 PM</b>	
Farnsworth Group Chicago, IL	<b>Venture Architects Justice Planners &amp; Designers</b> <b>Milwaukee, WI</b>
HDR Architecture, Inc. Chicago, IL	Larson & Darby + TreanorHL Rockford, IL + Kansas City, Kansas



# Resolution Executive Summary

**Prepared By:** Lafakeria Vaughn  
**Committee:** Operations and Administrative Committee  
**Committee Date:** November 7, 2024  
**Ordinance Title:** Resolution Approving Bond Amount for Winnebago County Auditor pursuant to 55 ILCS 5/3-1001  
**County Code:** N/A  
**Board Meeting Date:** November 14, 2024

## 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>Budget Impact:</b> N/A

**Background Information:** Section 3-1001 of the Illinois Counties Code, 55 ILCS 5/3-1001, requires that each county auditor in counties of 70,000 to 3,000,000, before taking office, give bond in such penalty and with such security as the county board shall deem sufficient. The current bond is in the penal sum of \$5,000.00.

**Recommendation:** Approval of Resolution.

**Contract/Agreement:** N/A

**Legal Review:** Reviewed by States Attorney's Office.

**Follow-Up:** N/A

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

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

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

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**RESOLUTION APPROVING BOND AMOUNT FOR WINNEBAGO COUNTY  
AUDITOR PURSUANT TO 55 ILCS 5/3-1001**

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**WHEREAS**, Section 3-1001 of the Illinois Counties Code, 55 ILCS 5/3-1001, requires that each county auditor, before taking office, give bond in such penalty and with such security as the county board shall deem sufficient; and

**WHEREAS**, the Winnebago County Auditor currently has a bond in the penal sum of five thousand dollars (\$5,000.00); and

**WHEREAS**, the Operations Committee of the County Board for the County of Winnebago, Illinois, has reviewed the penal sum of the aforementioned bond and believes it is sufficient for the office of County Auditor.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the penal sum of five thousand dollars (\$5,000.00) for the bond of the Winnebago County Auditor is hereby deemed sufficient.

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

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

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

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

ATTEST:

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

(55 ILCS 5/3-1001) (from Ch. 34, par. 3-1001)

Sec. 3-1001. Auditors in counties of 70,000 to 3,000,000. In all counties containing less than 3,000,000 and over 70,000 inhabitants by the last federal census, there is created the office of county auditor, whose term of office shall be 4 years and until his or her successor is elected and qualified. The nomination and election shall be subject to the general election laws of the State. Each county auditor shall take office the first day of the month following the month of his or her election on which the office of the county auditor is required, by statute or by action of the county board, to be open. The qualifications and oath of office shall be the same as apply to other county officers. Each county auditor shall, before entering upon the duties of the office, give bond (or, if the county is self-insured, the county through its self-insurance program may provide bonding) in such penalty and with such security as the county board deems sufficient, which bond shall be substantially in the form required by law to be given by the county clerk. Such bond shall be filed with the county clerk on or before the day the county auditor takes office. In case of a vacancy in the office of county auditor caused by death, resignation, or removal from office, the vacancy shall be filled as provided for filling vacancies of other county offices. If the auditor is temporarily unable to perform his or her duties for any reason, the deputy auditor, if there is one, shall assume the duties of the auditor until the auditor is able to resume his or her duties or until a replacement for the auditor is chosen.

(Source: P.A. 103-117, eff. 1-1-24.)



# Resolution Executive Summary

## CIP Projects

**Prepared By:** Purchasing on behalf of DoIT  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Email Archiver Hardware Refresh Using CIP 2025 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$47,403
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b> \$47,403	
<b>Over or Under approved amount?</b>	<b>By:</b> \$0
<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> 82200-46586-C2503 <b>Descriptor:</b> Capital Project Fund/IT Equipment/ Email Archiver	
<b>Budget Impact?</b> \$ 47,403	

**Background Information:** The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. For over 15 years, WinCo DoIT has operated Email Archive hardware and software from Intradyn to achieve the retention of emails as required for the County's needs. The current County Archiver devices are past end support from the vendor and require replacement.

Intradyn is the sole source provider of Intradyn Archiving Operating System and Intradyn Archiving Solution, see Resolution Exhibit A.

**Recommended By:** Chief Information Officer, Dan Magers

**Follow-Up Steps:** Purchasing Department will issue Purchase Orders to Intradyn in the amount of \$47,403.

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

2024 CR

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**RESOLUTION AWARDING EMAIL ARCHIVER HARDWARE REFRESH USING CIP 2025 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 Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

**WHEREAS**, for over 15 years, WinCo DoIT has operated Email Archive hardware and software from Intradyn to achieve the retention of emails as required for the County's needs; and

**WHEREAS**, the current County Archiver devices are past end support from the vendor and require replacement; and

**WHEREAS**, WinCo DoIT recommends the purchase of new County Archiver devices; and

**WHEREAS**, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board; and

**THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Purchasing Department to execute a purchase order to Intradyn.

**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 directed to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
OPERATIONS AND ADMINISTRATIVE COMMITTEE

**AGREE**

**DISAGREE**

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

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

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VALERIE HANSERD, VICE CHAIR

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VALERIE HANSERD, VICE CHAIR

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PAUL ARENA

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JAIME SALGADO

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JAIME SALGADO

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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.

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

ATTESTED BY:

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



**AUAES Inc.**

1355 Mendota Heights Road,  
Suite 300  
Mendota Heights, MN 55120  
651-203-4600



**INTRADYN™**  
Archiving and eDiscovery Innovation

Sole Source Letter

07 MAY 2019

RE: Winnebago County IL

This letter is to provide notification that Intradyn (An AUAES Inc. Company) is the sole source provider of Intradyn Archiving Operating System (AOS) and Intradyn Archiving Solution.

Sincerely,



Michael Kieffer  
Vice President of Sales  
Tel: 651-556-4306  
Email: [mkieffer@intradyn.com](mailto:mkieffer@intradyn.com)



# INTRADYN™

Archiving and eDiscovery Innovation

Created Date 12/8/2023  
Expiration Date 10/31/2024  
Quote Number 00007794

Prepared By Mike Kieffer  
Phone 651-556-4306  
Email mkieffer@intradyn.com

Contact Name Dan Magers  
Phone (815) 319-4311  
Email dmagers@doit.wincoil.gov

Bill To Name Winnebago County IL  
Bill To 211 N Main St  
Rockford, Illinois 61101-1010  
United States

Ship To Name Winnebago County IL  
Ship To Illinois 61101-1010  
United States  
Shipping Method FedEx

Opportunity Name Winnebago County- Trade Up 2024- 8TB  
HW/HA-25943/23HH5

Quantity	Part Number	Product	List Price	Discount (%)	Sales Price	Total Price
1.00	IA10-HW8000	Intradyn IA10 8TB Physical Archiving Appliance	\$28,550.00	25	\$21,412.50	\$21,412.50
1.00	IA10-HW8000-S1	IA10 Standard Support, 1 year - HW8000	\$5,710.00	0	\$5,710.00	\$5,710.00
1.00	IA10-HW8000-HA	Warm Standby Counterpart for IA10-HW8000	\$16,900.00	0	\$16,900.00	\$16,900.00
1.00	IA10-HW8000-HA-S1	IA10 Standard Support, 1 year - HW8000-HA	\$3,380.00	0	\$3,380.00	\$3,380.00

Subtotal \$47,402.50  
Total Price \$47,402.50  
Grand Total \$47,402.50

#### PLUS SHIPPING AND SALES TAX (IF APPLICABLE)

This quote is valid for 30 days (unless otherwise stated) and is subject to Intradyn's Purchase and License Agreement. Terms are Net 30 upon credit approval. Service charge at a rate of 1.5% per month will be charged on balance over the Net terms. Prices shown are net, FOB Fremont, CA and are based on U.S. Domestic Delivery & Installation. Shipping is prepaid and billed. Hard copy purchase order required. Lead times are 30 days ARO.



# Resolution Executive Summary

## CIP Projects

**Prepared By:** Purchasing on behalf of DoIT  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Cybersecurity Antivirus Licensing Renewal Using County Automation Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$93,820
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b> \$93,820	
<b>Over or Under approved amount?</b> By: \$0	
<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> 82200-44900-43167 <b>Descriptor:</b> County Automation Fund/ Software Subscription	
<b>Budget Impact?</b> \$ 93,820	

**Background Information:** The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT has used Trellix (formerly FireEye) Endpoint protection since a 3-year license was purchased in 2021. As this solution continues to be an effective way for DoIT to manage, monitor, and protect the County's endpoints, we recommend another 3-year term of the Trellix Endpoint protection.

Trellix (formerly FireEye) is the County's antivirus and endpoint protection solution and licensing is only provided through a reseller. CDWG has been the County's reseller since we purchased the original licenses. The price quoted comes directly from Trellix through CDWG, and is on the National IPA Technology Solutions collective agreement (2010811), see Resolution Exhibit A.

This item was submitted as a CIP 2025 item but will be funded through the County Automation Fund.

**Recommended By:** Chief Information Officer, Dan Magers

**Follow-Up Steps:** Purchasing Department will issue Purchase Orders to the CDWG in the amount of \$93,820.

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

2024 CR

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**RESOLUTION AWARDING CYBERSECURITY ANTIVIRUS LICENSING RENEWAL USING  
COUNTY AUTOMATION 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 Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

**WHEREAS**, WinCo DoIT has used Trellix (formerly FireEye) Endpoint protection since a 3-year license was purchased in 2021; and

**WHEREAS**, the County Coroner's Office would like to continue providing customers with convenient options for making payments for permitting services; and

**WHEREAS**, the current solution continues to be an effective way for DoIT to manage, monitor, and protect the County's endpoints; and

**WHEREAS**, WinCo DoIT recommends another 3-year term of the Trellix Endpoint protection; and

**WHEREAS**, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board.

**THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Purchasing Department to execute a purchase order to CDWG for the renewal of a 3-year term of the Trellix Endpoint protection license.

**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 directed to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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VALERIE HANSERD, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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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



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# QUOTE CONFIRMATION

DAN MAGERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCZX889	10/8/2024	UPDATED 3 YEAR	5336053	\$93,820.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">TRELLIX EP SEC ES 1W 1 1PTM</a>	2000	7942997	\$46.91	\$93,820.00
Mfg. Part#: EPES1WE1E-AT-CI				
Electronic distribution - NO MEDIA				
Contract: National IPA Technology Solutions (2018011)				

SUBTOTAL		\$93,820.00
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$93,820.00

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> COUNTY OF WINNEBAGO 404 ELM ST STE 506 RM 202 ROCKFORD, IL 61101-1225 <b>Phone:</b> (815) 319-4444 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> COUNTY OF WINNEBAGO IT 404 ELM ST STE 506 ROCKFORD, IL 61101-1225 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Philippe Stapp | (866) 551-9995 | [philsta@cdwg.com](mailto:philsta@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$93,820.00	\$2,688.88/Month	\$93,820.00	\$3,074.48/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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# Resolution Executive Summary

## CIP Projects

**Prepared By:** Purchasing on behalf of DoIT  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Cybersecurity Backup Licensing Upgrade Using CIP 2025 Funds

### Budget Information

<b>Budgeted?</b> YES	<b>Amount Budgeted?</b> \$64,508
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b> \$68,165	
<b>Over or Under approved amount?</b> UNDER	<b>By:</b> \$3,657
<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> 82200-43167-C2502 <b>Descriptor:</b> Capital Project Fund/Software Subscription/Rubrik Licensing	
<b>Budget Impact?</b> \$ 64,508	

**Background Information:** The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT uses multiple Rubrik backup devices to ensure reliable, ransomware resilient backups to protect the County in order to restore from accidental and intentional data loss scenarios. Keeping in line with current best practices and updated licensing options from Rubrik, this upgrade to the Enterprise licensing for our devices allows DoIT to more effectively monitor sensitive data, dynamically contain threats, and orchestrate recovery scenarios. These abilities protect the County from the ever-increasing threats that emerge on a daily basis.

Rubrik is the County's backup solution and licensing is provided only through a Rubrik reseller. CDWG has been the County's reseller since we purchased the original devices. The price quoted comes directly from Rubrik through CDWG, and is on the National IPA Technology Solutions collective agreement (2010811), see Resolution Exhibit A.

**Recommended By:** Chief Information Officer, Dan Magers

**Follow-Up Steps:** Purchasing Department will issue Purchase Orders to the CDWG in the amount of \$64,508.



**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

2024 CR

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**RESOLUTION AWARDING CYBERSECURITY BACKUP LICENSING UPGRADE USING CIP 2025 FUNDS**

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**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 Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

**WHEREAS**, WinCo DoIT uses multiple Rubrik backup devices to ensure reliable, ransomware resilient backups to protect the County in order to restore from accidental and intentional data loss scenarios; and

**WHEREAS**, with current best practices and updated licensing options from Rubrik, an upgrade to the Enterprise licensing for our devices allows DoIT to more effectively monitor sensitive data, dynamically contain threats, and orchestrate recovery scenarios; and

**WHEREAS**, WinCo DoIT recommends a cybersecurity backup licensing upgrade to protect the County from the ever-increasing security threats that emerge on a daily basis; and

**WHEREAS**, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board.

**THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Purchasing Department to execute a purchase order to CDWG for a cybersecurity Backup licensing upgrade.

**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 directed to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

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

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KEITH McDONALD, CHAIR

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VALERIE HANSERD, VICE CHAIR

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VALERIE HANSERD, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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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.

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

ATTESTED BY:

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



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## QUOTE CONFIRMATION

**DAN MAGERS,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCZJ467	10/7/2024	PCZJ467	5336053	<b>\$64,507.20</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">RUBRIK FOUNDATION TO ENT LIC UPG</a> Mfg. Part#: RS-BT-FUE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7173745	\$462.12	\$27,727.20
<a href="#">RUBRIK ENT UPG LIC PP</a> Mfg. Part#: RS-BT-BUE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	120	7169537	\$306.50	\$36,780.00

<b>SUBTOTAL</b>	\$64,507.20
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$64,507.20</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> COUNTY OF WINNEBAGO 404 ELM ST STE 506 RM 202 ROCKFORD, IL 61101-1225 <b>Phone:</b> (815) 319-4444 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> COUNTY OF WINNEBAGO IT 404 ELM ST STE 506 ROCKFORD, IL 61101-1225 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



## Sales Contact Info

**Philippe Stapp** | (866) 551-9995 | [philsta@cdwg.com](mailto:philsta@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$64,507.20	\$1,848.78/Month	\$64,507.20	\$2,113.90/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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# Resolution Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Contract Using ARPA Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$7,490,782
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b> 7,490,782	
<b>Over or Under approved amount?</b> OVER <b>By:</b> \$551,308	
<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> 61300-46586-RP023 <b>Descriptor:</b>	
<b>Budget Impact?</b> \$8,198,692	

**Background Information:** The Countywide Security Cameras and Integrator System project involved several key committee members across multiple departments who worked closely with Heartland Consultants to develop the strategies for this project.

Upon its completion, the county will have a robust security camera system across all of its facilities. The second aspect of this project entails implementation of a new integrator system for the Winnebago County Jail and Detention Center. The upgrades to the integrator system will allow for enhanced technology to boost surveillance, internal access, movement control and allow for upgraded intercom communications throughout the Jail and Detention Center.

In November of 2023, Purchasing issued RFP #24P-2307. Seven (7) submissions were received (See Resolution Exhibit A and B). It was an extensive process with multiple site visits, issuing clarifications and committee evaluation meetings. The evaluations pointed to awarding the project to Montel Technologies.

Upon receiving Operations & Administrative recommendations, staff proceeded through contract negotiations with Montel Technologies (See Resolution Exhibit C).

**Recommended By:** Evaluators and Project Sub-Committee

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Montel Technologies for \$8,198,692.

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

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**RESOLUTION AWARDING MONTEL TECHNOLOGIES FOR COUNTYWIDE SECURITY CAMERA AND  
INTEGRATOR SYSTEM CONTRACT USING ARPA 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 County is in need of an updated security camera system as well as integrator system for the Winnebago County Jail and Detention Center; and,

**WHEREAS**, the County will enter into an agreement with Montel Technologies for the necessary camera and integrator system upgrades;

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) and contract (Resolution Exhibit C) for the aforementioned purchase and recommends awarding to:

**MONTEL TECHNOLOGIES  
5701 INDUSTRIAL AVENUE  
LOVES PARK, IL 61111**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$8,198,692 to Montel Technologies 5701 Industrial Avenue Rockford, IL 61111.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

\_\_\_\_\_  
JOE HOFFMAN

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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

<b>PROPOSAL TAB</b>		
<b>23P-2307 Countywide Security Camera &amp; Integrator System</b>		
<b>Monday, January 29, 2024 - 2:00 PM</b>		
Imperial Surveillance	Securitas Technology	<b>Montel Technologies</b>
Pro Com Systems	Black Creek Integrated Systems	SMG Security Holdings, LLC.
ADT Commerical		



Countywide Security Camera & Integrator Comparison					
Resolution Total Based on Proposal Submissions	SMG	Securitas	Montel	Pro Com	
<i>Includes all hardware, installation, licensing and 5 year warranty</i>	\$ 7,348,210.00	\$ 8,700,000.00	\$ 8,198,692.00	\$ 8,060,825.00	
<i>Warranty examples: Cameras would be included. Facilities would install but replace with proposed company.</i>					<i>Examples</i>
<i>outside of warranty might include: Programing new equipment that WinCo Employees installed;</i>					
<b>Optional</b> Add-On Service Contract Estimates	CCTV Service Contract	\$ 35,136.00	\$ 35,136.00		\$ 17,320.00
Annual Agreements may be finalized separately	PLC Service Contract	\$ 21,600.00	\$ 21,600.00	\$ 60,000.00	\$ 21,600.00



## **AGREEMENT FOR THE COUNTYWIDE SECURITY CAMERAS AND INTEGRATOR SYSTEM**

**This Agreement** ("Agreement") is made and entered into as of November 14, 2024, by and between **Montel Technologies, LLC** ("Montel"), and the **County of Winnebago, Illinois** ("County"). The County and Montel are each a "Party" and collectively "Parties."

**WHEREAS**, on November 2, 2023, the County issued RFP 23P-2307 for the Countywide Security Cameras and Integrator System ("Project"); and

**WHEREAS**, Montel, in response to RFP 23P-2307, submitted a proposal detailing the products and services to be provided for the Project ("Proposal Submission"); and

**WHEREAS**, the County has selected Montel and appropriate sub-contractor(s) to provide the products and services described in their Proposal Submission and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

### **1. Scope of Work**

1.1. Montel shall provide hardware and technology integration services, including the installation and configuration of security cameras, network setup, and software integration, as outlined in the Proposal Submission and this Agreement.

1.2. Sub-contractor, Hartmann Electric shall provide all necessary electrical services, including installation, wiring, and electrical integration, as outlined in the Proposal Submission and this Agreement.

1.3. Montel and sub-contractor(s) will work collaboratively to ensure seamless delivery and installation of the Countywide Security Cameras and Integrator System.

1.4. All work performed by Montel and sub-contractor(s) will comply with the specifications and timelines detailed in the Proposal Submission and this Agreement. Further, all work under this Agreement shall be performed by members of the International Brotherhood of Electrical Workers (IBEW) Local 364 and be subject to the terms and conditions of the Collective Bargaining Agreement of IBEW) Local 364.

A. Montel and sub-contractor(s) shall require background checks on all of their employees that will be at any of the County buildings performing work under this Agreement.

B. Montel and sub-contractor(s) employees working at the Juvenile Detention Center shall be required to take Prison Rape Elimination Act (PREA) training and have Illinois Department of Children & Family Services (DCFS) - Cants checks.



## **2. Project Timeline**

2.1. Montel shall commence work on the Project upon receiving an Award Letter and/or Purchase Order, from the County.

2.2. Montel and sub-contractor(s) shall complete the Project in accordance with the timeline specified in the Proposal Submission and this Agreement, with allowances for delays caused by circumstances beyond Montel's reasonable control.

## **3. Compensation**

3.1. The County agrees to compensate Montel for the delivery of products and services as outlined in the Proposal Submission and this Agreement. No payments will be made to Montel beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

- Hardware & Installation Cost: \$8,198,691.30
- 5 Years Maintenance and Support: \$300,000.00
- Total Cost Project: \$8,494,691.30

3.2. Payments will be made according to the payment schedule agreed upon by the County and Montel, subject to approval by the County of completed milestones.

3.3. Reimbursable expenses, if any, shall be submitted to the County for approval prior to reimbursement.

3.4. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

3.5 The funding source for this Project will be federal American Rescue Plan Act Funds, specifically, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). Therefore, Montel shall comply with all applicable local, state, and federal procurement laws and regulations, including the Purchasing Ordinance of Winnebago County and 2 CFR Part 200.317-327 (including Appendix II). The federal provisions are outlined on Exhibit A attached hereto and incorporated herein by reference.

## **4. Change Orders**

4.1. Montel acknowledges and agrees that the quoted price is firm for the duration of the contract and absent a change in the scope of work by the County, changes orders are prohibited. In the event there are any changes to the scope of work by the County, it must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.

4.2. The Parties acknowledge that any change Orders may impact the overall cost and timeline of the Project.

## **5. Warranties and Support**

5.1. Montel warrant that all products and services provided under this Agreement will be free from defects in materials and workmanship for a period of [as specified by each manufacturer] from the date of installation.



5.2. Montel agree to provide ongoing support and maintenance as specified in the Proposal Submission.

5.3. The Parties represent and warrant that they have full power and authority to enter into this Agreement and to consummate the transactions contemplated herein and that they shall act in accordance with all applicable laws in performing their obligations and exercising their rights under this Agreement.

## **6. Liability and Insurance**

6.1. Montel shall maintain appropriate insurance coverage as required by the County for the duration of the Project and as set forth herein.

<b>Workers Compensation</b>	Statutory
<b>Employers Liability</b>	
A. Each Accident	\$2,000,000
B. Each Employee-disease	\$2,000,000
C. Policy Aggregate-disease	\$2,000,000
<b>Commercial General Liability</b>	
A. Per Occurrence	\$5,000,000
B. General Aggregate	\$5,000,000
1. General Aggregate- Per project	\$5,000,000
2. General Aggregate - Products/ Completed Operations	\$5,000,000
	\$2,000,000
<b>Business Auto Liability</b>	
<b>General Umbrella Excess Liability</b>	\$5,000,000

6.2. Montel shall defend, indemnify, keep and hold harmless the County's elected and appointed officials, its officers, representatives, agents and employees ("County Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of Montel, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation. Montel expressly understand and agree that any insurance protection required of the Montel, or otherwise provided by Montel, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County as herein above provided.

## **7. Termination**

7.1. **For Breach.** The County may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to Montel, and the breach remains uncured at the end of thirty (30) days. If the County terminates this Agreement due to Montel uncured breach, Montel shall refund prepaid amounts on a prorated basis based on the effective date of termination.



**7.2. Early Termination by County.** In addition to termination under Sections 7.1 of this Agreement, the County may terminate this Agreement at any time with thirty (30) days written notice from the County to Montel. The effective date of termination will be the date the notice is received by Montel or the date stated in the notice, whichever is later. After the termination notice is received, Montel must restrict their activities, and those of any subcontractors, to activities pursuant to the direction of the County. Montel shall issue a refund to the County of any prepaid amounts on a prorated basis from the effective date of termination. Montel is not entitled to any anticipated profits on Montel's products and services and/or Montel's equipment that has not been provided to the County. County's licenses and rights granted hereunder shall immediately terminate and Montel shall no longer be obligated to provide any Maintenance Services. The County remains responsible for all fees incurred before the effective date of termination.

## **8. Notices**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

### **IF TO THE COUNTY:**

County of Winnebago, Illinois  
Attn: Chairman Joseph Chiarelli  
404 Elm Street, Room 533  
Rockford, Illinois 61101

### **IF TO MONTEL:**

Montel Technologies  
Attn: Ray Montelongo, President

### **With a copy to:**

Winnebago County Sheriff's Office  
Attn: Sheriff Gary Caruana  
650 W. State Street  
Rockford, Illinois 61102

Such addresses may be changed by notice to the other Parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

## **9. No Joint Venture or Partnership Relationship**

This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Montel and the County. The rights and the obligations of the Parties are only those set forth in this Agreement. Montel must perform under this Agreement as independent contractors and not as representatives, employees, agents, or partners of the County. This Agreement is between the County



and independent contractors and, if Montel are individuals, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that: The County will not be liable under or by reason of this Agreement for the payment of any workers' compensation award or damages in connection with Montel performing the services required under this Agreement.

#### **10. Third-Party Beneficiaries**

The Parties agree that this Agreement is solely for the benefit of the County and Montel Technologies and nothing herein intended to create any third-party beneficiary rights for subcontractors or other third parties.

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Montel hereby irrevocably submit, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

#### **12. Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations. This Agreement cannot be altered, amended, or modified except in writing executed by an authorized representative of each Party.

#### **13. Severability**

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality, and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

#### **14. Waiver**

Neither the acceptance by the County, or any representative of the County, nor any payment for or acceptance of the whole or any part of the Services, nor any extension of time, nor any possession taken by the County shall operate as a waiver by the County of any portion of the Agreement, or of any power herein reserved or any right of the County to damages herein provided. A waiver of any breach of the Agreement shall not be held to be a waiver of any other or subsequent breach. Whenever under this Agreement, the County by a proper authorized representative waives Montel's performance in any respect or waives a requirement or condition to either the County's or Montel's performance, the waiver



so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the County may have waived the performance requirement.

#### **15. Assignment**

This Agreement inures to the benefit of and is binding upon the parties and their successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Parties. In no case will such consent relieve the other Parties from its obligations, or change the terms of this Agreement. Written notice must be provided to the other Parties, with the name of any proposed assignee and the reason for the assignment; consent to which shall not be unreasonably withheld.

#### **16. Counterparts**

This Agreement may be executed by any one or more of the Parties to this Agreement in any number of counterparts, including by facsimile transmissions, each of which shall be deemed to be an original, including those sent by facsimile transmission, but all such counterparts shall together constitute the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the date first above written.

<Signature page follows>



**MONTEL TECHNOLOGIES, LLC**

By: \_\_\_\_\_  
Name: Ray Montelongo  
Title: President

**COUNTY OF WINNEBAGO, ILLINOIS**

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Lori Gummow  
Title: Clerk of the County Board  
of the County of Winnebago, Illinois





## Scope of Service

### Project Scope Overview: Surveillance System Upgrade for Winnebago County Buildings

#### 1. Project Overview

The project aims to replace the existing analog and legacy IP surveillance system across all County buildings with a modern, centrally managed **Genetec** IP-based video management system (VMS). The scope covers the installation and testing of new servers, video walls, IP cameras, and the creation of an integration path for future jail control system upgrades. Scope also includes demolition of all existing wiring and PCs, including proper disposal of e-waste. Finalize necessary items to be wiped or returned to owner during project update meetings.

#### 2. Key Deliverables

- **Surveillance System Upgrade:**
  - Replace all existing analog cameras and infrastructure with a centralized IP-based surveillance solution.
  - Deploy either **Genetec** as the VMS platform for unified control and monitoring across all County buildings.
  - Integrator System Deliverables tied to Tridium/Niagara 4 installation
  - New Intercom Wiring
- **Servers and Core Infrastructure:**
  - **Management Servers:** Provide, install, and configure management servers to handle all core functions of the video management system.
  - **Mobile Servers:** Install and configure mobile servers to enable remote access and management of the system from mobile devices.
  - **Recording Servers:** Provide and configure recording servers to store video footage, ensuring compliance with retention policies.
  - **Video Walls:** Supply and install video wall systems in command/control centers for enhanced situational awareness.
  - **Client Workstations:** Provide, install, and program workstations for end users to access live and archived video footage.

#### 3. AXIS IP Camera Deployment

- **Camera Installation:** Install **AXIS IP cameras** to replace existing analog and legacy IP cameras across all County buildings, ensuring improved video quality and advanced functionality.
- **Programming and Testing:** Fully program and test the cameras to ensure proper integration with the selected VMS platform. Cameras will be configured to align with the County's specific security policies and procedures.



#### **4. System Integration & Future Expansion**

- **Future Jail Control System Integration:**
  - Design and implement an integration path to support future upgrades to the jail's existing programmable logic controller (PLC) control system.
  - Provide any necessary licenses and programming to enable seamless integration between the upgraded VMS and the future controls system.
  - New Intercom Wiring will be provided throughout the system upgrade for the Jail and Detention Center Integrator System

#### **5. Testing and Training**

- Comprehensive system testing will be conducted to ensure full functionality of the installed components and software.
- **Training:** Provide training sessions for County personnel on the operation and management of the new surveillance system, including both the VMS and camera controls.

#### **6. Project Timeline and Milestones**

- The project will follow a phased implementation approach, with key milestones for server setup, camera installation, system testing, and final handover.

This project scope outlines a comprehensive upgrade that will provide enhanced security, improved video management capabilities, and future-proofing for upcoming jail system upgrades across County buildings.



## **Cameras Scope**

### **Scope of Work: Camera Installation for 15 Locations**

#### **Camera Installation**

- **Total Cameras:** 1,261 Axis Communication cameras will be installed across 15 different locations.
- **Camera Types:** Specific Axis camera models as defined in the project scope.
- **Locations:** Cameras will be distributed across the identified sites, with the exact number and placement determined per site requirements.

#### **Storage and Software Configuration**

- **SD Card Installation:**
  - Each camera will be equipped with a 128 GB SD card for edge recording, providing local storage for video data to ensure redundancy in case of network disruptions.
- **License Plate Recognition (LPR) Software:**
  - LPR cameras will be equipped with specialized software to capture and recognize license plates, enhancing security and monitoring at each location.

#### **Mounting Hardware**

- **Mounting Brackets:**
  - Cameras will be installed with appropriate mounting brackets as specified in the site-specific scope of work. The installation will ensure secure and optimal positioning for full coverage and functionality at each site.

#### **Site-Specific Customization**

- Installation will follow the detailed specifications and requirements outlined for each of the 15 locations, ensuring that the cameras, storage, software, and mounting hardware are tailored to the unique needs of each site.

This scope ensures that Montel Technologies will deliver a comprehensive, high-quality surveillance solution that meets the operational needs across all 15 locations.



## Buildings

### Administration Building

QTY.	PART NUMBER	DESCRIPTION
1	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
1	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
31	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
3	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
1	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
1	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01574-001	IP Camera Accessory - License - License Plate Verifier
42	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
1	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

### Adult Probation

QTY.	PART NUMBER	DESCRIPTION
5	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
57	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier
66	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount



1	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
1	5505-081	IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE

#### Animal Services

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
12	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
3	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier
20	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

#### Carrie Lynn Children's Center

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Indoor - MLPU - H.265
3	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01574-001	IP Camera Accessory - License - License Plate Verifier
9	01491-001	IP Camera Accessory - SD Card - 128GB
2	5505-081	IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE
2	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

## Courthouse

QTY.	PART NUMBER	DESCRIPTION
3	01605-001	IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265
11	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
17	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
98	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
3	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
2	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
5	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
2	01574-001	IP Camera Accessory - License - License Plate Verifier
148	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
1	5017-641	IP Camera Accessory - AXIS - T91A64 - Corner Bracket
1	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

## E911

QTY.	PART NUMBER	DESCRIPTION
2	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
9	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
1	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01574-001	IP Camera Accessory - License - License Plate Verifier



15	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## Health Department

QTY.	PART NUMBER	DESCRIPTION
4	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
30	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
5	02218-001	IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
4	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
1	01819-001	IP Camera - AXIS - Q3819-PVE - x4 5MP Dome - Outdoor - DLPU - H.265
4	01574-001	IP Camera Accessory - License - License Plate Verifier
47	01491-001	IP Camera Accessory - SD Card - 128GB
1	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
3	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
2	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

## Highway Department

QTY.	PART NUMBER	DESCRIPTION
3	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
5	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
12	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
5	5502-431	IP Camera Accessory - AXIS - T94A01D - Pendant Kit
5	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE



## Justice Center

QTY.	PART NUMBER	DESCRIPTION
52	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
188	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
39	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
127	02327-001	IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265
2	02331-001	IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265
4	02328-001	IP Camera - AXIS - P3265-LVE - 2MP Dome - Outdoor - MLPU - H.265
4	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
51	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
14	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
80	01766-001	IP Camera - AXIS - Q9216-SLV - 4MP Dome - Indoor - Anti Ligature - H.264
13	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
5	01702-001	IP Camera - AXIS - Q1798-LE - 4k Bullet - Outdoor - H.264
3	01819-001	IP Camera - AXIS - Q3819-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
10	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
3	01048-004	IP Camera - AXIS - P3807-PVE - 8MP Panoramic - Outdoor
8	01925-004	IP Camera - AXIS - Q6315-LE - 2MP PTZ - Outdoor - MLPU - H.265
13	01574-001	IP Camera Accessory - License - License Plate Verifier
603	01491-001	IP Camera Accessory - SD Card - 128GB
25	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
8	5502-431	IP Camera Accessory - AXIS - T94A01D - Pendant Kit
17	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## Juvenile Detention

QTY.	PART NUMBER	DESCRIPTION
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4	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
12	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
2	02327-001	IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265
5	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
4	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
2	02060-001	IP Camera - AXIS - P3818-PVE - x3 5MP Dome - Outdoor - DPLU - H.265
3	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
2	01048-004	IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
28	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
3	01574-001	IP Camera Accessory - License - License Plate Verifier
65	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
1	01190-001	IP Camera Accessory - AXIS - T94S01P - Conduit Back Box

## Juvenile Justice

QTY.	PART NUMBER	DESCRIPTION
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
46	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
1	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
5	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	02218-001	IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265
2	01620-001	IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
5	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
12	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
5	01574-001	IP Camera Accessory - License - License Plate Verifier
78	01491-001	IP Camera Accessory - SD Card - 128GB
5	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
5	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE



## Old Courthouse

QTY.	PART NUMBER	DESCRIPTION
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
24	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
2	02218-001	IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265
3	01767-001	IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic
34	01491-001	IP Camera Accessory - SD Card - 128GB
2	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
2	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## Public Safety

QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
10	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
6	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
4	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
4	01574-001	IP Camera Accessory - License - License Plate Verifier
26	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE

## River Bluff



QTY.	PART NUMBER	DESCRIPTION
2	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
42	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02331-001	IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265
7	02332-001	IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265
8	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
3	01162-001	IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264
3	01574-001	IP Camera Accessory - License - License Plate Verifier
64	01491-001	IP Camera Accessory - SD Card - 128GB
8	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE
8	5017-641	IP Camera Accessory - AXIS - T91A64 - Corner Bracket
8	5504-821	IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm

#### Veterans Memorial Hall

QTY.	PART NUMBER	DESCRIPTION
6	01605-001	IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265
3	02100-001	IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265
11	02113-001	IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265
2	02330-001	IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265
3	01500-001	IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265
1	01620-001	IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264
1	01048-004	IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265
27	01491-001	IP Camera Accessory - SD Card - 128GB
4	5507-271	IP Camera Accessory - AXIS - T91D62 - Parapet Mount
4	01513-001	IP Camera Accessory - AXIS - T94N01D - Pendant Kit
2	01514-001	IP Camera Accessory - AXIS - T94N01L - Soffit Mount
2	02452-001	IP Camera Accessory - AXIS - TP3201-E - Soffit Mount

#### Public Safety Building to Justice Center Tunnel

12	02329-001	IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265
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### Video Management System Scope

The scope of work involves configuring a robust video management software (VMS) system to support 1,261 cameras and 1,725 intercoms across multiple facilities. The project includes integrating all cameras and intercoms into a centralized VMS, ensuring secure and efficient video monitoring and communication capabilities. This configuration will include setting up user roles and permissions, integrating intercoms for seamless video and audio communication, configuring camera and intercom views, and enabling remote and mobile access. The system will be optimized for performance, reliability, and scalability to meet the security and operational needs of the facilities.

#### **1. Offsite and Mobile Viewing Configuration**

- **Secure Remote Access:**
  - Configure **offsite and mobile viewing** for the Video Management System (VMS) using **SSL certificates** to ensure secure remote access without the need for a VPN or unsecure public IP addresses.
- **SSL Certificate Installation:**
  - Provide, install, and configure a **public SSL certificate** for the system.
  - Include the **annual cost** of the SSL certificate as part of the implementation.

#### **2. AXIS IP Camera Configuration**

- **Camera Integration:**
  - Integrate and configure all **new AXIS IP cameras** into the VMS, ensuring full compatibility and functionality within the system.
- **PTZ (Pan-Tilt-Zoom) Control:**
  - Set up software-based **PTZ control** for applicable cameras, including configuration of tours and home positions.
  - Implement **permission-based access** for PTZ features, ensuring only authorized users have control.

#### **3. Analytics and License Plate Recognition**

- **AXIS Object Analytics:**
  - Configure **AXIS Object Analytics** for all compatible camera models to enable intelligent monitoring features such as object detection and classification.
- **License Plate Verifier:**
  - Set up **AXIS License Plate Verifier** on select cameras to enable automatic license plate recognition and verification for enhanced security and monitoring.

#### **4. User Interface and Role-Based Configuration**

- **Graphical Mapping:**
  - Configure **graphical maps** for each user group role to enable intuitive navigation and control of the VMS based on role-specific requirements.
- **Client Configuration:**
  - Set up and configure **Desktop Client**, **Web Browser**, and **Mobile Access** clients to allow authorized personnel to access live and recorded video streams from various devices.
- **Active Directory Integration:**
  - Configure **Active Directory user permissions** based on groups and organizational units (OUs) provided by the County, ensuring role-based access control to the VMS.



## **5. Camera Views and User Roles**

- **Camera View Setup:**
  - Configure camera views for each user role, providing customized views and access based on their responsibilities and permissions within the VMS.

## **6. Search and Monitoring Tools**

- Provide and configure advanced **search tools** within the VMS to allow users to quickly search, filter, and retrieve video footage based on specific criteria such as time, motion, or event type.

## **7. Testing and Training**

- **System Testing:**
  - Thoroughly test all components of the VMS, including remote access, camera configurations, PTZ control, analytics, and video walls, to ensure full functionality and performance.
- **Training:**
  - Provide comprehensive training for County personnel on the use of the VMS, including client access, camera control, search tools, and user role management.

## **8. Ongoing Support and Maintenance**

- Offer post-implementation support for troubleshooting, system updates, and maintenance to ensure ongoing reliability and security of the VMS.

This scope of work outlines a comprehensive approach to implementing a secure, scalable, and feature-rich video management system for Winnebago County, ensuring centralized control, role-based access, and seamless remote and mobile viewing capabilities.



### Network Video Recorders Scope

The scope of work involves providing and configuring **BCD servers or equivalent** to meet the video streaming and recording requirements specified in the project's server configuration scope. This includes the installation of high-performance servers with redundant power supplies, RAID configurations for storage reliability, and video graphics cards for hardware acceleration. The servers will be optimized to support continuous and motion-based video recording for 1,261 cameras, using H.265 and H.264 protocols with ZIP Stream enabled for efficient storage utilization. The system will ensure 90-day video retention with optional cloud storage for extended retention, supporting offsite and mobile viewing, and providing seamless integration with AXIS IP Camera edge recording for redundancy. All necessary network racks, cabling, and UPS systems will be included to ensure high availability and performance.

#### **1. Infrastructure Setup**

- **Network Racks and Power Supply:**
  - Provide and install **network racks** for optimal organization of recording servers and associated equipment.
  - Install **cable management devices** to ensure a clean and efficient setup for all cabling needs.
  - Provide and install **uninterruptible power supplies (UPS)** to ensure continuous operation of the recording equipment in case of power failures.
  - **115VAC power** for the servers and equipment will be provided by the County of Winnebago.

#### **2. Server and Storage Installation**

- **Network Video Recorders (NVRs):**
  - Supply, install, and commission **BCD Video or equivalent network video recorders** at designated locations or locations specified by integrator.
- **Server Configuration:**
  - Operating System: **Windows Server 2022** will be installed on all recording servers.
  - Configure **IDRAC Enterprise Licensing** for remote management and monitoring of the servers.
  - Equip all servers with **redundant power supplies** to ensure high availability and prevent downtime.
  - Configure **RAID 1** for operating system drives to ensure data integrity and fault tolerance.



- Set up **RAID 5/6/10** for recording drives to provide redundancy and performance for continuous video recording.
- Install **video graphics cards** to enable **hardware acceleration** for video processing.

### 3. Patch Cabling and Connectivity

- **Patch Cables:**
  - Provide and install all necessary **patch cables** to connect servers, storage, and network switches, ensuring proper connectivity for the video recording system.

### 4. Recording Locations

- **NVR Installation 14 Locations:**

Network video recorders will be installed and configured at the following locations or where deemed necessary:

1. Administration Building
2. Adult Probation
3. Animal Services
4. Carrie Lynn Children's Center
5. Courthouse
6. E911
7. Health Department
8. Highway Department
9. Justice Center & Juvenile Detention
10. Juvenile Justice
11. Old Courthouse
12. Public Safety
13. River Bluff
14. Veterans Memorial Hall

### 5. Video Retention and Storage

- **90-Day Retention:**
  - The system will be designed to store and retain video footage for a minimum of **90 days**. Montel Technologies must maintain video footage and any other data as required by the Illinois Local Records Act, 50 ILCS 205/3 and any applicable policy of the County or its' Winnebago County Sheriff's Office. Montel Technologies must not dispose of such records, services and data following the expiration of the relevant period without written notification to the County (and written approval if requested by the County).



- **Optional Cloud Storage:**
  - Provide an optional solution for **cloud archive storage** for a retention period of up to **2 ½ years**, with additional costs outlined separately.

## 6. Video Recording Parameters

- **Recording Groups and Retention Method:**
  - **Recording Group 1:** Ramp-up recording with **1 frame per second** continuous recording, increasing to **15 frames per second** during motion events (with estimated 40% motion).
  - **Recording Group 2:** Continuous recording at **15 frames per second**.
  - **Recording Group 3:** Continuous recording at **15 frames per second**.
- **Recording Protocols:**
  - **H.265 recording** for all cameras that support this format to maximize storage efficiency.
  - **H.264 recording** for select camera models that do not support H.265.
  - Enable **ZIP Stream** technology at medium compression across all cameras to further optimize video storage.

## 7. Redundant Video Recording

- **AXIS IP Camera Edge Recording:**
  - Configure **AXIS IP Camera Edge Recording** for redundancy, allowing cameras to record locally on **128 GB SD cards** in the event of server outages.
  - Set up **recorder backfill** functionality so that once the server is restored, video footage from the edge storage is automatically transferred back to the central recorder.

## 8. Warranty and Support

- **5-Year Manufacturer Warranty:**
  - All servers and recording equipment will come with a **5-year next business-day onsite manufacturer warranty**, ensuring prompt support and maintenance when needed.
  - A help desk support and ticketing platform will be provided to the County for troubleshooting and support.

## 9. System Testing and Commissioning

- After installation, all servers, storage, and recording systems will be tested to ensure they meet the project requirements and function as intended.





- Conduct full commissioning of the video recording system to verify that all servers, cameras, and software components are working correctly.

This scope of work provides a comprehensive solution for the server infrastructure required to support video surveillance recording, ensuring redundancy, high availability, and compliance with retention policies.



## **Video Wall Scope**

### **Video Wall Configuration**

The scope of work includes the installation of new video walls in the Justice Central Command, Juvenile Central Command, and the Detective Room Central Command to provide comprehensive real-time monitoring and situational awareness. These video walls will be configured to display live camera feeds from the integrated video management system (VMS), enabling operators to view, control, and manage cameras efficiently across the facilities. Additionally, the camera system will be connected to the existing video walls in the Emergency Response Room, Security Office at the Courthouse, and Security Office at the Criminal Justice Center (CJC), ensuring seamless integration across all command centers. The configuration will support role-based access, allowing designated users to monitor specific cameras and areas based on security needs, while also enabling real-time video and analytics monitoring for faster decision-making and response.

### **Video Wall Installation:**

- Install and configure video walls in key monitoring and control areas to provide centralized real-time surveillance capabilities.

Locations include:

1. **Justice Center Central Control Room**
2. **Juvenile Detention Control Room**
3. **Emergency Response Room**
4. **Security Office Courthouse**
5. **Security Office CJC (Criminal Justice Center)**



## Camera Installation and Cat 6 Data Cabling Scope of Work

This scope of work includes the installation and configuration of **AXIS IP cameras** and the deployment of **CAT6 cabling** throughout the specified locations. All cameras will be installed per the layout provided in the **AXIS Site Designer**, with mounts and locations confirmed by the proposer. **CAT6 data cables** will be installed, terminated, and tested, with patch panels and surface jacks set up in network rooms. **Yellow CAT6 patch cables** will be used for easy identification, and all exposed cabling will be protected in **conduit or metal raceways**, with **rigid conduit** used in secure areas such as the **Justice Center, Juvenile Detention**, and **interview/detention areas**. A final test report will be provided to ensure all installations meet performance standards.

### 1. AXIS IP Camera Installation and Configuration

- **Camera and Mount Installation:**
  - Provide, install, and program **AXIS IP cameras** and necessary mounting hardware at all specified locations. **No alternates** to the specified camera models will be accepted.
  - Utilize the **AXIS Site Designer** tool for camera layout. The proposer is responsible for confirming all camera mounts and locations based on site-specific requirements.
- **AXIS License Plate Verifier:**
  - Provide licenses for the **AXIS License Plate Verifier** software for designated cameras, enabling automatic license plate recognition and verification.

### 2. Cabling and Termination

- **CAT6 Data Cable Installation:**
  - Provide, install, terminate, and test all **CAT6 data cables** required to connect the cameras to the network.
  - Terminate and label all cables and provide a **final test report** to ensure compliance with performance standards.
- **Patch Panels in Network Data Rooms:**
  - Provide and install **patch panels** in network data rooms, ensuring proper organization and labeling of all camera connections.
- **Field Cabling to Cameras:**
  - Install and terminate all field cabling, running **CAT6 data cables** to surface jacks. Use patch cables to connect the surface jacks to the IP cameras.
- **Yellow CAT6 Patch Cables:**



- Provide and install **yellow CAT6 patch cables** for all connections to ensure clear identification of camera network connections.
- **Elevator Data Cables:**
  - The County will provide the **CAT6 data cables** for IP cameras installed in elevators, and the proposer will handle installation and termination.

### 3. Protection and Conduit Requirements

- **Exposed Cabling:**
  - All exposed cabling will be protected by installing it in **conduit or metal raceway** for enhanced durability and safety.
  - In the **Justice Center, Juvenile Detention**, and all **interview/detention areas**, exposed cabling will be enclosed in **rigid conduit** to ensure compliance with security standards and prevent tampering.

This scope of work ensures that the installation of AXIS IP cameras and cabling will be executed with precision, protection, and compliance with the County's standards, resulting in a fully functional and secure surveillance system.

### IP Intercom System

This scope of services involves upgrading 1,725 intercoms to a new **IP-based intercom system** within the **Winnebago County Justice Center** and **Juvenile Detention Center**. The project includes the removal of existing intercom units, installation of new IP intercom devices, and integration with the facility's network infrastructure. The new system will provide enhanced communication capabilities, centralized control, and improved monitoring, ensuring seamless operation across both centers. All devices will be configured, tested, and commissioned to meet the security and operational requirements of the facilities, with necessary training provided to staff for optimal system use. Winnebago County DoIT and Winnebago County Facilities and Sheriff's Department will participate in appropriate training.

### Building Management System

This scope of services involves upgrading the existing **PLC system** for controlling jail cell doors to **Tridium's Niagara Framework** within the facility. The Niagara Framework is an open building management platform that integrates mechanical and electrical systems from various manufacturers into a single, unified control portal. The upgrade will allow for enhanced management and control of the jail cell doors, providing comprehensive insight into the entire facility's operations. By transitioning to the Niagara Framework, the facility will benefit from streamlined control, improved operational efficiency, and the ability to monitor and manage systems from a centralized platform, ensuring greater security and ease of use.



## **I. Unit Description and Improvements**

### **A. Criminal Justice Center**

#### **1. PLC System Replacement and Control Upgrades:**

- Replace all existing **PLC processors** and **PLC input/output cards** to ensure efficient and updated control of jail cell doors and other systems.
- **Un-terminate and re-terminate** existing PLC input/output cards onto new headend equipment, ensuring proper integration and functionality.

#### **2. Touchscreen Control Stations:**

- Upgrade **forty-five (45) existing touchscreen control stations** with new **PCs and touchscreen monitors** to modernize control operations.

#### **3. Software and Licensing:**

- Provide the **most up-to-date control software** for all systems.
- Supply new software **licenses for control computers** to ensure compliance and security, encompasses over 1200 licenses

#### **4. Network and Communication Upgrades:**

- Replace all existing **Ethernet switches** with new **10/100/1000 Ethernet switches** for faster and more reliable network performance.
- Replace existing **security network fiber modules** to enhance the communication backbone of the facility.
- Replace existing **data logging servers** with new systems for improved data retention and analysis.
- Upgrade the existing **intercom system** and provide **new Ethernet-based master stations** at all **forty-five (45) control locations**.

#### **5. Spare Control Station and Additional Equipment:**

- Provide one (1) spare **control station PC** as a backup for operational redundancy.
- Remove all obsolete equipment and install new systems.
- Ensure all penetrations for new equipment are properly sealed with **fire caulking**, including addressing abandoned penetrations.

#### **6. Installation of all new Cat 6 cabling for Intercoms**



**Additional Considerations:**

- Address any deficiencies or other requirements necessary for the **safe operation** of the system.
- Note: The facility includes approximately **616 IP cameras** that will need to remain operational throughout the upgrade process.

**B. Juvenile Detention Center**

**1. Touchscreen Control Station and SMS PC Upgrades:**

- Upgrade existing **touchscreen control stations** with new **PCs and touchscreen monitors**.
- Provide one (1) spare **control station PC** as a backup.
- Upgrade the existing **SMS PC** for improved security management.

**2. Network and Intercom Upgrades:**

- Replace existing **Ethernet switches** with new **10/100/1000 Ethernet switches** for better network performance.
- Replace the existing **intercom headend equipment** with new **digital equipment** for clearer and more reliable communication.
- Installation of all new Cat 6 cabling for 1725 Intercoms

**3. Video Viewing and Network Integration:**

- Integrate the control system with the video surveillance network to **call-up video images** from the door control system.
- Provide two (2) new **video viewing client PCs** and four (4) **video monitors** in the central control room for real-time surveillance and monitoring.
- Provide one (1) remote viewing **PC** and one (1) **video monitor** in the Superintendent's Office for off-site monitoring.

**4. Equipment Removal and Safety Measures:**

- Remove all old equipment and install new systems as specified.
- Ensure all penetrations are properly sealed with **fire caulking** and address any abandoned penetrations.

**5. Additional Considerations:**

- Address any other project deficiencies or safety requirements necessary for the **safe operation** of the system.



- Note: The facility includes approximately **86 IP cameras** that will need to remain functional during the upgrade.

This scope of work ensures a complete modernization of control and communication systems, improving operational efficiency, safety, and network reliability at both the Criminal Justice Center and Juvenile Detention Center.



## Maintenance/Monitoring Service Level Agreement



**MAINTENANCE SERVICE:** During the warranty period, in addition to manufacturer warranty services, Montel Technologies will provide maintenance services for the equipment and support for the Hardware & Software software pursuant to the statement of work.

### Phone Support

Access to live support by the Montel Tech Customer Support team through a toll free number. Calls are answered by professionals that have been certified by leading product manufacturers to support their products and are experienced in troubleshooting and deploying both security and IT systems.

### On-line Ticket System

An online ticket system allows customers to log issues, track progress, and communicate with support teams 24/7, ensuring efficient and organized resolution of queries.

### On-Site Service Repair

Montel's field team will be dispatched to repair, remove, and install any device that is deemed bad in the field. If attic stock exists, the device will be replaced at the time of service and an RMA process on the failed device will be properly handled and returned to attic stock. If Attic stock does not exist, the device will be removed and RMA'd and reinstalled upon receipt.

### Remote Desktop Support

Remote Desktop Support allows Montel's support staff to connect to the user's server and clients via either a VPN or web based support session. This capability provides skilled Desktop Support without the need to wait for a local technician to arrive on-site to begin troubleshooting issues.

### Remote System Analyst Upgrades

Montel's support team can help plan for and apply available upgrades and patches to application server(s) using Remote Desktop Support. This allows for upgrades to be managed by the same support team that provides regular support to integrated systems.



**SERVICE/WARRANTY EXCLUSIONS:** Time and material will be charged to any hardware/software which have been defected or damaged resulting from operations other than its normal, customary, and authorized manner including vandalism, accidents, liquids, neglect, or acts of God.



## Service Levels Response Times

Severity Level	Definition	Example (Surveillance)	Response Time
<b>Critical (System Down)</b> <b>1</b>	Complete IoT network collapse, causing operational shutdown, immediate action required to restore functionality and prevent significant losses.	Video surveillance system completely offline, no live feed or recording, compromising security. Immediate action required to restore full functionality and security.	60 minutes
<b>High (System Impaired)</b> <b>2</b>	Major IoT components malfunctioning, significantly reducing system efficiency and performance, urgent repair needed to avoid escalation.	Key cameras or recording equipment malfunction, significantly reducing coverage. Urgent repair needed to regain essential surveillance capabilities and coverage.	120 minutes during customer's business day
<b>Medium (Minor Impact)</b> <b>3</b>	Partial IoT disruptions, slightly affecting performance with minimal operational impact, timely intervention recommended for optimization.	Intermittent camera outages or quality issues affecting some but not all areas. Timely maintenance recommended to restore full clarity and coverage.	Next business day
<b>Low (Informational)</b> <b>4</b>	Minor IoT inconsistencies observed, not affecting overall performance, monitoring advised to gather data for future improvements.	Minor issues, such as timestamp inaccuracies or non-critical camera blurring, not impacting overall surveillance. Monitoring advised for eventual adjustment.	Next business day

## Assumptions

- The camera selection, recording parameters, server infrastructure, and device counts for this project were designed and provided by Winnebago County ("County") to meet their specific surveillance and security needs. If any changes are necessary due to inadequate design specifications or requested modifications to the equipment or device counts, a formal change order will be submitted for approval. Any adjustments to the scope, equipment, or design will require a written agreement between both agencies before implementation.
- All device counts for Proposal Submission are based off RFP and addendums issued.
- A dedicated fiber network (Layer 2) will be provided so cameras and Integrator system will be on its own network and not affected by bandwidth on the County network.
- Winnebago County DoIT will be the point of contact for all network related configuration and troubleshooting. The camera access will be limited to DoIT due to security measures. Further determinations will be finalized at the kick-off meeting.
- It is assumed that all necessary power for servers, building controls, and switches will be provided at each building location by the County.
- It is assumed that all facilities will have backup power in place for all servers, uninterruptible power supplies (UPSs), and switches to ensure continuous connectivity.
- No redundant Directory SQL database or servers included in pricing.
- Servers have 5-year warranty.
- Cameras have 5-year warranty.
- Intercom 5 Year Warranty.
- Pricing assumes that electronic Auto CAD files are available from County for our use in creating submittal drawings. CAD files are not available however, Heartland developed mapping and deliverables for this project. We are not agreeing to additional expenses for Auto CAD files.
- Emergency Response Room has computers to load video management software.
- PoE network switches provided, installed, and configured by the County.
- Dedicated Project Manager for the County.
- Dedicated office provided for dedicated Montel Tech configuration and setup.
- County to provide existing wiring diagrams of existing PLC systems.
- Card Access is not part of this project.
- No additional Servers for any custom software development.
- No backup cloud storage provided.
- Montel Technologies will obtain all required permits or associated fees.
- Provision or installation of conduit, wire, boxes, fittings, or other electrical installation. materials are not included unless specifically listed under Inclusions or Bill of Materials.
- Staging area will be provided where we can store ladder tools and parts.
- All user credentials for Active Directory will be managed by IT.
- No Warranty on County-Owned Equipment or cabling if any utilized.
- Montel will be responsible for all painting and ceiling tile replacements throughout



the project areas. This includes ensuring that all necessary materials and labor are arranged and completed in accordance with the project's timeline.

- Montel Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with the County by making agreed-upon modifications to the formal contract included in the Bid Documents, as needed or in response to additional requests or missed identification of device replacements.
- All networking switches provided by the county are exclusively dedicated to security, with no intermingling of other networks on the physical switches.
- Proposal does not include sales tax unless otherwise noted (or if tax exempt).



## Purchase Terms

1. **Payment Terms:**
  - **Down Payment:** A down payment of 30% of the total hardware cost is required at the time of contract execution to initiate the order of equipment.
  - **Hardware Payment:** The remaining 70% of the hardware cost is due upon submittal of the bill of lading.
  - **Service Payments:** Service payments shall be made progressively, with invoices submitted biweekly. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
2. **Installation:** Montel Technologies will install the equipment as per the agreed-upon schedule. Any delays caused by the buyer or third parties will be subject to rescheduling at Montel Technologies' convenience, with written notice provided to the County.
3. **Warranty:** Any equipment or products installed by Montel Technologies as part of providing the Services under this Agreement will carry only the warranty provided by the manufacturer, which Montel Technologies assigns to the County without any obligation on Montel Technologies' part. Upon the County's request, Montel Technologies will make reasonable efforts to assist the County in enforcing any third-party warranties. This warranty does not cover damage or defects caused by abuse, unauthorized modifications, improper or insufficient maintenance, improper operation, or normal wear and tear from regular use. NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE REGARDING ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
4. **Software Ownership:** All software developed by Montel Technologies remains the exclusive property of Montel Technologies unless an exclusive licensing agreement is signed by both parties. Without such an agreement, the buyer is granted a non-exclusive, non-transferable license to use the software.
5. **Confidentiality:** As otherwise required to be disclosed by law, all deliverables and reports, findings or information in any form prepared, assembled, encountered by, or provided by Montel Technologies under this Agreement are property of Montel Technologies. To the extent that Montel Technologies develops a work for County's sole and exclusive use, Montel Technologies will grant the County a royalty-free, worldwide, non-transferable, non-exclusive, perpetual right to use such work. Montel Technologies will retain all intellectual property rights and ownership in such work. Further, all Confidential Information provided to any Party must not be made available to any other individual or organization without the prior written consent to the other Party. Montel Technologies and Hartmann Electric must implement such measures as may be necessary to ensure that its staff and its subcontractors are bound by the confidentiality provisions contained in this Agreement. If Montel Technologies or Hartmann Electric are presented with a request for documents by any administrative agency or subpoena duces tecum regarding any records, data or documents which may be in their possession by reason of this Agreement, Montel Technologies and Hartmann Electric must immediately give notice to the County with the understanding the County will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Montel Technologies and Hartmann Electric, however, are not obligated to withhold the delivery beyond the time ordered by the court or administrative



agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. In the event the County receives confidential information from Montel Technologies or Hartmann Electric, the County may make any disclosure that is in the reasonable opinion of the County is legally required under the FOIA, see Section 6 below, or other legal requirement. The confidentiality provisions contained in this Agreement shall survive expiration or termination of this Agreement.

**A. "Confidential Information" means non-public information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Montel Technologies pricing is Confidential Information and competition sensitive. However, if the County is required by law to disclose Montel Technologies pricing, to the extent allowed by law, the County will provide notice to Montel Technologies before disclosure.**

6. **Freedom of Information Act.** All records/data that are possessed or provided by Montel Technologies or Hartmann Electric (or any subcontractors) in its service to the County are public records of the County pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under FOIA. FOIA requires that the County produce records in a certain period of time. If Montel Technologies or Hartmann Electric receives a request from the County to produce records/data, Montel Technologies or Hartmann Electric shall do so within seventy-two hours (72) of the notice.
7. **Liability:** Montel Technologies is not liable for any indirect, incidental, or consequential damages arising out of the use of the equipment or software. The total liability of Montel Technologies shall not exceed the purchase price of the equipment.
8. **Cancellation:** Orders may be canceled within 7 days of placement without penalty. Cancellations after this period will incur a restocking fee of 20% of the total order value.
9. **Force Majeure:** Montel Technologies shall not be held liable for any delay or failure to perform any part of the contract due to circumstances beyond its reasonable control, including but not limited to acts of God, war, labor disputes, or governmental restrictions.
10. **Schedule Changes:** If the buyer makes any changes to the agreed-upon schedule after the start of the project, a change order may be issued to cover any inconvenience, delays, or additional fees incurred as a result of the changes, as provided by Section 11 below.
11. **Change Orders:** Montel acknowledges and agrees that the quoted price is firm for the duration of the contract and absent a change in the scope of work by the County, changes orders are prohibited. In the event there are any changes to the scope of work by the County, it must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.
12. **Sales Tax:** Sales tax is the responsibility of the County. As a tax-exempt entity, the County will submit the appropriate exemption form to Montel Technologies.
13. **Governing Law, Compliance, and Indemnification Obligations:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to



choice of law principles. Montel Technologies hereby irrevocably submits, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Montel Technologies shall defend, indemnify, keep and hold harmless the County's elected and appointed officials, its officers, representatives, agents and employees ("County Indemnitees") from and against any and all claims, demands, losses, suits, judgments, fines, settlements, attorney's fees, and reasonable expenses, any of all of which in any way arise out of negligent acts, errors or omissions, or willful misconduct of the Montel Technologies, its employees, agents and subcontractors, and/or materials supplied under this Agreement, except to the extent of the County's negligence or willful misconduct, or claims under workers compensation. Montel Technologies expressly understand and agree that any insurance protection required of Montel Technologies, or otherwise provided by Montel Technologies, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County as herein above provided.

**14. Monitoring and/Intrusion:** The parties acknowledge that Montel Technologies may provide monitoring and/or intrusion products designed to notify of certain events. However, these products are not intended to act as guarantees or insurance against any events they are designed to monitor or report. In line with industry standards and manufacturer requirements, Montel Technologies' indemnification obligations do not extend to losses caused by monitoring or intrusion products, or software provided. Montel Technologies shall not be liable for any losses to the County that arise from such products or software. The County agrees to indemnify, defend, and hold harmless Montel Technologies from any claims, lawsuits, damages, losses, or expenses made by third parties, but only to the extent that these claims arise from monitoring or intrusion products, or software provided under this contract.

**15. Security & Title to Goods:** Title to the goods and products sold hereunder shall be retained by Montel Technologies and shall not pass to the County until payment in full is received by Montel Technologies of the entire purchase price plus any extra or additional charges agreed upon. By acceptance of the proposal of Montel Technologies, the County agrees to execute any and all legally required financing statements and any and all other documents requested by Montel Technologies to protect the interest of Montel Technologies against the claims of any third parties in and to said goods and products. The County agrees that there shall be no claim, right, title, lien, or interest of any third party in and to the goods and products sold by Montel Technologies to the County until payment in full is made to Montel Technologies of the purchase price plus any extras or additional charges agreed upon.

**16. Shipment:** Shipment is F.O.B. shipping point. All goods are at the risk of the County from the time of delivery to the carrier. The equipment will be skidded or crated for domestic truck transfer, unless otherwise specified. Claims for loss or damage in transit are the responsibility of Montel Technologies. Montel Technologies understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Agreement and will not relieve the Montel Technologies of its obligation to supply satisfactory services, hardware and equipment which conform to this Agreement. Shipping dates are not a guarantee of a particular day of shipment and are approximate, based upon present production information, and subject

to change per the production schedules existing at the time of receipt of the purchase order. Montel Technologies shall not be responsible for any delay in shipment due to causes beyond its reasonable control, including but not limited to war, riots, strikes, labor troubles causing interruption of work, fires, serious accidents, transportation delays, modification of order, any act of government priorities, or acts of God. All shipping costs shall be included in the original quote.

17. **Amendments:** Any amendments or modifications to these terms must be made in writing and signed by authorized representatives of both parties.
18. **Dispute Resolution Process:** In the event of any dispute between Montel Technologies and the County, Montel Technologies and the County shall first attempt to resolve the dispute in the field. If that attempt is unsuccessful, the parties shall then seek resolution through a meeting between authorized officers of each party. If settlement attempts remain unsuccessful, Montel Technologies hereby irrevocably submits, and will cause any subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
19. **Hazardous Materials:** For all projects except those involving new construction, County represents and warrants that to the best of County knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Montel Technologies will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. The County shall be responsible for any necessary abatement work at the work site. County shall indemnify, defend, and hold Montel Technologies, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Montel Technologies' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Montel Technologies.





## **EXHIBIT A**

### **Federal Regulations**

[2 CFR Part 200.317-327 \(including Appendix II\)](#)

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for





compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or



otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).



## Resolution Executive Summary

**Prepared By:** Purchasing Department for Facilities  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** November 7, 2024  
**Board Date:** November 14, 2024  
**Resolution Title:** Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract

### Budget Information

<b>Budgeted:</b> Yes	<b>Amount Budgeted:</b> \$300,000	<b>Appropriation Amount:</b> \$300,000
<b>If not, originally budgeted, explain the funding source?</b>		
<b>ORG/OBJ/Project Codes:</b> 61300-46586-RP023		<b>Descriptor:</b>

**Background Information:** This resolution follows up the Countywide Security Camera & Integrator System project for a maintenance and support agreement with Montel Technologies.

This agreement will allow for regular support and maintenance of the entire camera system countywide. As well as the integrator system within the Winnebago County Jail and Detention Center. This will be crucial to ensure we are able to properly maintain this technology investment for years to come. As well as maintain security and safety within our Winnebago Facilities.

A full-service break-fix contract for a physical security system typically includes round-the-clock support for diagnosing and repairing system malfunctions, covering all necessary parts and labor. It ensures timely responses to service requests, preventive maintenance checks, and system updates to minimize potential downtime. Additionally, the contract guarantees that certified technicians are available to maintain the system's functionality, enhancing overall reliability and security (See Resolution Exhibit A).

The value of this maintenance and support agreement is \$60,000 annually. This agreement would go into effect upon installation of the entire project.

This agreement will allow Winnebago County to enter a 3-year agreement with two 1-year renewal options that renew automatically, if preferred. Please reference the initial Montel Technologies contract for additional clarification.

**Recommended By:** Countywide Security Camera & Integrator Project Committee

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Montel Technologies for annual maintenance and support in the amount of \$60,000.

**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 MONTEL TECHNOLOGIES FOR COUNTYWIDE SECURITY CAMERA AND  
INTEGRATOR SYSTEM MAINTENANCE & SUPPORT**

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**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 County is in need of maintenance and support regarding the countywide security camera and integrator system project; and,

**WHEREAS**, the County will enter into an agreement with Montel Technologies for maintenance and support for up to 3 years with annual renewal options up to a maximum of 5 years in total,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the contract for services for the aforementioned purchase and recommends awarding to:

**MONTEL TECHNOLOGIES  
5701 INDUSTRIAL AVENUE  
LOVES PARK, IL 61111**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$60,000 to Montel Technologies 5701 Industrial Avenue Rockford, IL 61111.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH McDONALD, CHAIR

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KEITH McDONALD, CHAIR

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VALERIE HANSERD, VICE CHAIR

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VALERIE HANSERD, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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JAIME SALGADO

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JAIME SALGADO

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MICHAEL THOMPSON

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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:

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

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

## Maintenance/Monitoring Service Level Agreement



**MAINTENANCE SERVICE:** During the warranty period, in addition to manufacturer warranty services, Montel Technologies will provide maintenance services for the equipment and support for the Hardware & Software software pursuant to the statement of work.

### Phone Support

Access to live support by the Montel Tech Customer Support team through a toll free number. Calls are answered by professionals that have been certified by leading product manufacturers to support their products and are experienced in troubleshooting and deploying both security and IT systems.

### On-line Ticket System

An online ticket system allows customers to log issues, track progress, and communicate with support teams 24/7, ensuring efficient and organized resolution of queries.

### On-Site Service Repair

Montel's field team will be dispatched to repair, remove, and install any device that is deemed bad in the field. If attic stock exists, the device will be replaced at the time of service and an RMA process on the failed device will be properly handled and returned to attic stock. If Attic stock does not exist, the device will be removed and RMA'd and reinstalled upon receipt.

### Remote Desktop Support

Remote Desktop Support allows Montel's support staff to connect to the user's server and clients via either a VPN or web based support session. This capability provides skilled Desktop Support without the need to wait for a local technician to arrive on-site to begin troubleshooting issues.

### Remote System Analyst Upgrades

Montel's support team can help plan for and apply available upgrades and patches to application server(s) using Remote Desktop Support. This allows for upgrades to be managed by the same support team that provides regular support to integrated systems.



**SERVICE/WARRANTY EXCLUSIONS:** Time and material will be charged to any hardware/software which have been defected or damaged resulting from operations other than its normal, customary, and authorized manner including vandalism, accidents, liquids, neglect, or acts of God.

# **Public Safety & Judiciary Committee**



## Resolution Executive Summary

**Prepared By:** Marlana Dokken

**Committee:** Public Safety & Judiciary Committee

**Committee Date:** October 16, 2024

**Resolution Title:** RESOLUTION ACCEPTING THE AWARD AND AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT FOR ACCELERATOR GRANT AWARDS

**County Code:** Not Applicable

**Board Meeting Date:** November 14, 2024

**Budget Information:**

<b>Was item budgeted?</b>	No	<b>Amount:</b>	\$35,000.00
<b>If not, explain funding source:</b> Winnebago County Mental Health Board			
<b>ORG/OBJ/Project Code:</b>		<b>Budget Impact:</b> n/a	

**Background Information:** The County of Winnebago, Illinois and the Winnebago County Sheriff's Office (WCSO) propose to accept an award from the Winnebago County Community Mental Health Board (WCCMHB) to provide funds for a vehicle to support transportation for the WCSO Jail Navigator program.

**Recommendation:** Accept award and approve agreement.

**Contract/Agreement:** County will approve Winnebago County Mental Health Board Agreement

**Legal Review:** Legal has reviewed the funding agreement with WCCMHB.

**Follow-Up:** Chairman's Office of Criminal Justice Initiatives and the Winnebago County Sheriff's Office will proceed with the execution of the agreement.



**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 ACCEPTING THE AWARD AND AUTHORIZING THE CHAIRMAN OF THE  
WINNEBAGO COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH  
BOARD FUNDING AGREEMENT FOR ACCELERATOR GRANT AWARDS**

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**WHEREAS**, the County of Winnebago, Illinois and the Winnebago County Sheriff's Office (WCSO) have been awarded funding from the Winnebago County Community Mental Health Board; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Agreement from the Winnebago County Community Mental Health Board; and

**WHEREAS**, the Public Safety and Judiciary Committee recommends accepting the award and approving the Agreement, in order to provide funds to purchase a vehicle for the WCSO Jail Navigator Program.

**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, a Funding Agreement with the Winnebago County Community Mental Health Board, in the total dollar amount of thirty-five thousand dollars (\$35,000.00), and in substantially the same form as that set forth in Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff's Office, 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**

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BRAD LINDMARK, CHAIRMAN

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BRAD LINDMARK, CHAIRMAN

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AARON BOOKER

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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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CHRIS SCROL

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ANGIE GORAL

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ANGIE GORAL

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TIM NABORS

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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:

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**LORI GUMMOW**

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

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**JOSEPH V. CHIARELLI**

CHAIRMAN 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>	10/16/24
<b>Resolution Title:</b>	Resolution Accepting the Award and Authorizing the Chairman of the Winnebago County Board to Execute a Winnebago County Mental Health Board Funding Agreement for Accelerator Grant Awards
<b>Board Meeting Date:</b>	11/14/24

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:	
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, what is the granting agency's allowable de minimis Indirect Cost rate?	
Is the indirect cost 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 \$50,000 of each subaward.</i>	
- If no, please explain: This is an Accelerator Award which is a one-time payment.	
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: n/a	

**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Accelerator Award Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County
<b>Service, Program or Project Name:</b>	Justice-Involved Peer Navigator
<b>Amount:</b>	\$35,000
<b>Contract Year:</b>	June 1, 2024 – June 30, 2026
<b>Area of Capital:</b> Human, Social, and/or Physical	<ul style="list-style-type: none"><li>• Physical</li></ul>
<b>Expense Categories:</b> What expense categories will the awarded funds cover?	<ul style="list-style-type: none"><li>• Purchase of Vehicles</li></ul>

**FUNDING AGREEMENT DELIVERABLES**

<b>Project Progress</b>	<b>Title</b>	<b>Description</b>	<b>Estimated Completion Date</b>	<b>Payout Amount</b>
Initial - After Board Approval	Board approval, contract signed	Project is approved by Board, and contract is signed.	N/a	\$0.00
25% Complete	N/a	N/a	N/a	N/a
50% Complete	N/a	N/a	N/a	N/a
75% Complete	N/a	N/a	N/a	N/a
100% Complete	Project Complete	Van is purchased and in use	October 1, 2024	\$35,000 (100%)

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

Funds will directly contribute to the purchase of a van for the transport of peer navigators and staff for the transportation during the Peer Navigator Program.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

The Peer Navigator Program will provide crucial support and transportation for MAT clients, ensuring they receive necessary care and services. Peer navigators will improve treatment adherence, reduce relapse rates, and facilitate smoother transitions back into the community by offering personalized, empathetic support. The program will foster collaboration with healthcare providers, increase awareness and education about MAT, and work to reduce stigma associated with substance use disorders, enhancing overall community support.

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### Signature

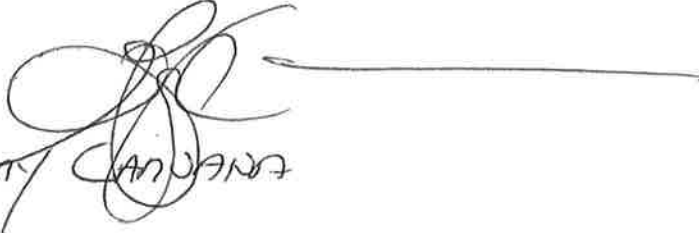
**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **Winnebago County** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

A handwritten signature in black ink, appearing to read "Gary Canzana", with a long horizontal line extending to the right.

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### Mental Health Board Reviewed/Accepted

Authorized Signature:

Printed Name:

Title:

Date:

**Winnebago County Community Mental Health Board Funding Agreement  
for Accelerator Grant Awards**

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and the County of Winnebago, Illinois (hereinafter "Provider") for a term commencing \_\_\_\_\_ (hereafter "Start Date") and ending \_\_\_\_\_ (hereafter "End Date"). WCCMHB and Provider are collectively referred to herein as "Parties" or individually as a "Party".

**1. SERVICES AND BILLINGS.** The Provider shall furnish the deliverables set forth in the work plan (the "Work Plan") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A and incorporated by reference herein, (hereafter the "Project").

A. Grant Funding: After signing this document, the Provider shall receive 25% of the awarded amount, processed according to WCCMHB policies. The subsequent funding for the Project pursuant to this Agreement is through a deliverable-based grant award agreement. The payment will be tied to the achievement of standard milestones, ensuring that the awards are directly linked to the progress of the Project. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

B. Grant Payments: Each subsequent grant payment received by Provider will be received at 25%, 50%, 75%, and 100% Project completion, and upon consultation with Provider's Project manager consistent with the work plan and a contractor's report if applicable. Sufficient evidence shall be provided to establish milestone achievement and that WCCMHB funds were used only for their intended purpose(s) as outlined in Work Plan. Provider shall receive the approved amount of Project funding as follows and upon execution of the following deliverables:

- i. 25% completion of Project: additional 25% of award paid
- ii. 50% completion of the Project: additional 25% of award paid
- iii. 75% completion of the Project: additional 20% of award paid
- iv. 100% completion of the Project: final 5% of award paid

C. Billing Guidelines: Payments shall be upon meeting the thresholds mentioned in section 1b. Submission by the Provider of a satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

**2. ADMISSION REQUIREMENTS.** For any direct services incorporated in Project, eligibility for services is limited to residents of Winnebago County, Illinois. Provider will maintain admission criterion for the services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services ("IDHS"). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

**3. REPORTING, EVALUATION, AND MONITORING.** Provider shall track and report measurable outcome data, service information, evaluation and monitoring data congruent with Work Plan and as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Project and report on those measurable outcomes as defined in Work Plan.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A "Critical Event" is any event that potentially affects the Provider's state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A "Sentinel Event" is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient's illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.



C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider's staff to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 60 days in advance of any foreseeable closure or significant change to the Project or expected to impact Project availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider's obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

**4. FINANCIAL INFORMATION.** Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is

considered confidential to the client as Protected Health Information (“PHI”) or as Protected Personally Identifiable Information (“PII”).

The Provider’s reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

**5. FUNDING OTHER PROVIDERS.** As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider’s strategic plan and Provider’s application to WCCMHB, and comply with all policies and procedure as outlined by the WCCMHB.

**6. COUNTY BOARD APPROVAL.** Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB’s budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues.

**7. SERVICE REPORTING REQUIREMENTS.** On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

**8. COMMUNICATION REQUIREMENTS.** During Project progress, Provider will coordinate communication efforts related to Project with the WCCMHB, including the following Provider responsibilities:

- A. Record by video an impact presentation for the WCCMHB, which summarizes the outcomes of the grant award upon completion of Project.
- B. Provide an interview to a WCCMHB hired writer for WCCMHB Annual Impact Report, highlighting outcomes, as requested by WCCMHB
- C. Create and post social media content (at deliverable milestones) to highlight updates/news.

D. Tag the WCCMBH social media platforms in all Provider initiated social media content that pertains to the Project.

E. Acknowledge the support of WCCMHB as appropriate in communication materials that promote the Project – for example: flyers, brochures, website pages, etc.

**9. MENTAL HEALTH BOARD POLICIES.** The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

Further, Provider agrees it shall not use any funding for the Project received pursuant to this Agreement:

- i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of providing the Project's services to any participant;
- ii. For direct or indirect medical (physical health) services that are not related to mental health or substance use disorders;
- iii. To supplant funding for programs or services under the jurisdiction of public school systems; or
- iv. To augment or supplant funding from any other federal or state source prohibiting such action and/or subject to coordination of benefits.

The parties agree WCCMHB may contact Provider's funding sources with or without notice to Provider or Provider's knowledge to confirm compliance with all non-supplanting or supplemental funds and/or certification/accreditation standards.

**10. LIABILITY/INDEMNIFICATION/INSURANCE.** WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend

and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgements, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

During the term of this Agreement, Provider shall maintain in force policies of insurance including general liability, automobile and professional negligence covering its employees and contractors assigned to Provider's Project hereunder. Policy limits are subject to review and reasonable approval by the WCCMHB. Upon execution of this Agreement, and on specific request thereafter, Provider shall supply to the WCCMHB a current certificate(s) of insurance reflecting the required insurance policies as outlined by this Agreement. The general and automobile liability policies shall include the Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing. The declaration certificates shall specifically require the Insurance Company to notify the WCCMHB in writing at least 30 days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the Provider until proper insurance certification has been received by the Board.

**11. REPAYMENT.** The Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason. Provider shall repay to the WCCMHB all or any portion of the funds received under this

Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Project, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

In addition, if any capital asset which was purchased in whole or in part by funds received under this Agreement or obtained through Project is sold within five (5) years of the End Date, WCCMHB shall be reimbursed for all or that percentage of funding provided by WCCMHB for said capital asset. The provisions of this Section 11 shall survive the termination of this Agreement.

**12. TERMINATION.** Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

In the event of a termination, the Provider shall incur no further costs and, unless the Provider is obligated under Section 11, the Provider shall be made whole for any costs already incurred. Should the Provider be in possession of additional WCCMHB funds at the time of termination, said funds shall be returned within thirty (30) days of termination.

**13. MONITORING AND EVALUATION.** WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Project is conducted by the Provider under this Agreement and to all records relating to the Project and Provider's operation for the purposes of monitoring and evaluating the Project and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating the Project's services and payment procedures. Provider and WCCMHB shall comply with the confidentiality requirements set by the state and federal law, as well as other regulations and rules that Provider is obligated to follow.

**14. LEGAL COMPLIANCE.** Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or “designee”) of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

**15. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**16. CONTROLLING LAW/ENFORCEMENT.** The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event either party takes any legal action to enforce the terms of this Agreement, including litigation, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney’s fees arising as a result thereof.

**17. CERTIFICATIONS.** By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

**18. NOTICE.** All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

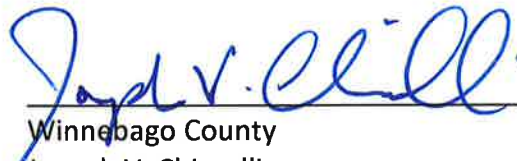
<p>If to WCCMHB:</p> <p>Contact:</p>	<p>If to Provider:</p> <p>Contact:</p> <p>Patrick Thompson  Administrator, County of Winnebago Illinois  404 Elm Street  Rockford, Illinois 61101</p>
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**19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB Signatures:

PROVIDER Signature:

\_\_\_\_\_  
Winnebago County Community  
Mental Health Board  
Name:  
Its: \_\_\_\_\_  
By:

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

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# **UNFINISHED BUSINESS**



# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
November 14, 2024

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE VOTED ON:**

1. ORDINANCE GRANTING SITE APPROVAL OF A 5 MW COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 75.30 +- ACRE SITE COMMONLY KNOWN AS 5150 TATE ROAD (PIN: 07-31-200-006), ROCKFORD, ILLINOIS 61101, IN OWEN TOWNSHIP, District 5, requested by Tate Road Solar1, LLC (a subsidiary of 1115 Solar Development, LLC which is a subsidiary of New Leaf Energy, Inc), Lessee, represented by Nicolas Bellone, Project Manager.  
**ZBA Recommendation: DENIAL (1-5)**  
**ZC Recommendation: DENIAL (1-4)**

- 
2. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
    - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Tuesday, December 10, 2024**, at 5:30 p.m. in Room 303 of the County Administration Building.
    - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Monday, November 25, 2024**, at 5:15 p.m. in Room 303 of the County Administration Building.



## County of Winnebago

404 Elm Street | Rockford, IL 61101

### Ordinance Executive Summary

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**Date:** October 3, 2024  
**To:** Chairman and Members of ZBA and ZC  
**Item:** *Ordinance Granting Site Approval of a 5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 75.30 +- Acre Site Commonly known as 5150 Tate Road (PIN: 07-31-200-006), Rockford, Illinois 61101, in Owen Township, District 5, requested by Tate Road Solar1, LLC (a subsidiary of 1115 Solar Development, LLC which is a subsidiary of New Leaf Energy, Inc.), Lessee, represented by Nicolas Bellone, Project Manager.*  
**Prepared by:** Planning & Zoning Staff, Community Development Department (CDD)

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**Governing Code(s):** Winnebago County Code, Chapter 90 (UDO), Article 17: Commercial Wind Energy Facilities and Commercial Solar Energy Facilities, as amended on July 25, 2024.

**Review Comments:** The Winnebago County Board approved the above noted Ordinance (that limits the County's ability to self-regulate) on July 25, 2024, as mandated by a State Law amendment made on January 27, 2023 to the Illinois Counties Code, 55 ILCS 5/5-12020. As a result, this new County Ordinance now governs the siting of commercial solar energy facilities (aka a commercial solar farm) in Winnebago County, consequently requiring the County Board to review all applications for "siting approval" with regard to Commercial Solar Energy Facilities when on property that is zoned industrial as well as AG, A1 and A2. The Ordinance further provides that a request for site approval shall be approved, after consideration of the evidence (presented at a public hearing) and verbatim transcript of hearing, if the request is found to be in compliance with the standards and conditions outlined within the County's Ordinance (that was adopted consistent with 55/ILCS 5/5-12020) as well as any other conditions imposed under State and Federal statutes and regulations. Accordingly, the Applicant is requesting site approval, after a public hearing is held before the ZBA, of their attached 5 MW solar project (which appears to have conceptually satisfied all of the requisite standards and conditions set forth by County Ordinance / Statue) on an AG zoned, 75 +- acre site, commonly known as 5150 Tate Rote Road (PIN: 07-31-200-006), Rockford, Illinois 61101, in Owen Township.

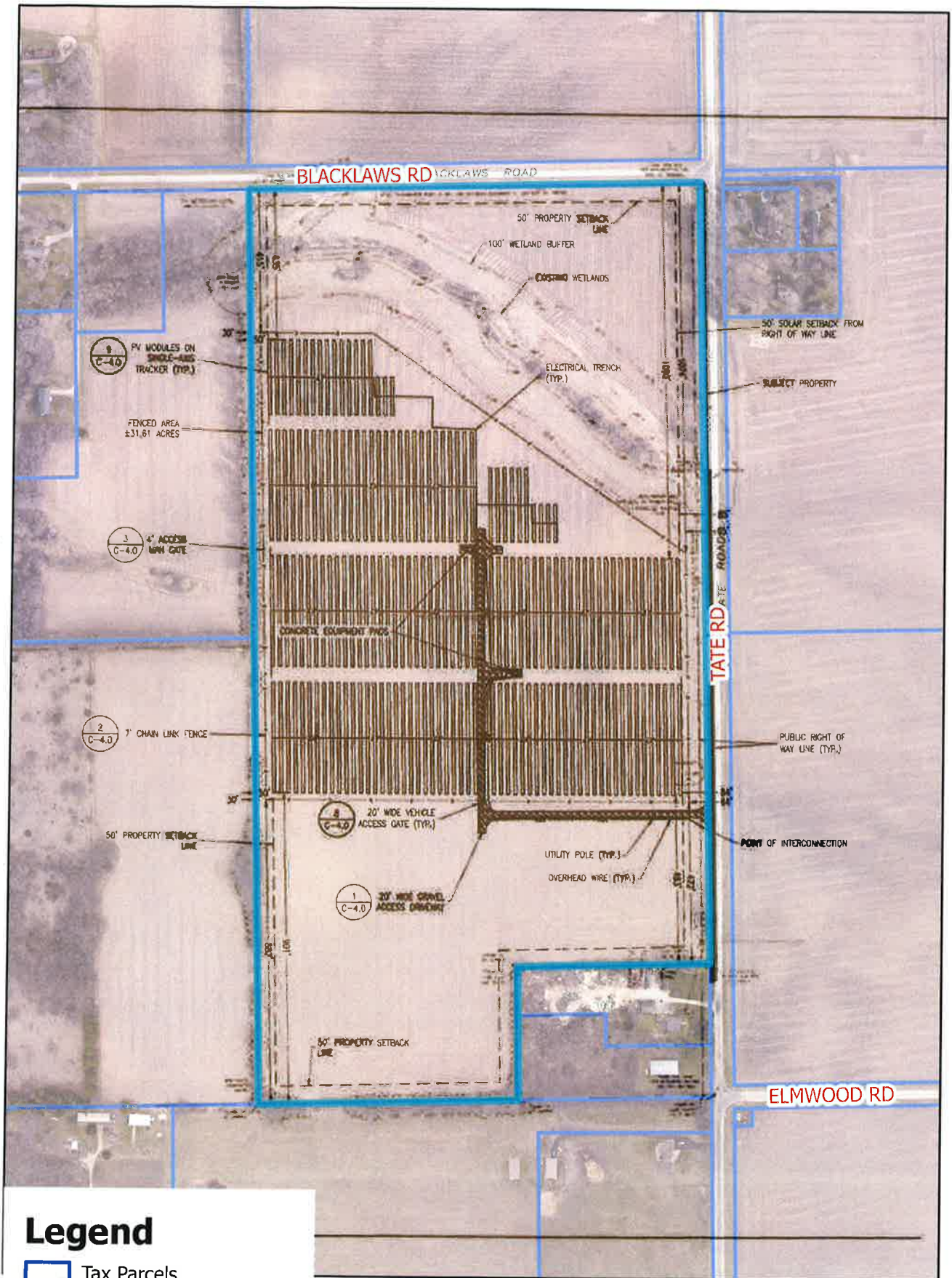
**Recommendation:** The Zoning Board of Appeals should make a recommendation for the County Board's consideration of the hereto attached Ordinance (site approval request) in accordance with the requisite standards and conditions (criteria) set forth by the County's Ordinance (that was adopted consistent with 55/ILCS 5/5-12020) as well as any other conditions imposed under State and Federal statutes and regulations. The Zoning Committee should also make a recommendation after consideration of the criteria noted above, however, per Section 17.3 A. the Committee may also give due consideration of the public testimony (from the public hearing), and in doing so, may consider the factors set forth in Article 4, Section 4.3.4(4)(a-f) *Findings of Fact* when making their recommendation. After considering both recommendations, based on the applicable codes (criteria) noted above, the County Board shall ultimately approve or deny the Ordinance (site approval request) for the proposed commercial solar energy facility at the subject 75 +- acre site that is commonly known as 5150 Tate Road (PIN: 07-31-200-006), Rockford, Illinois 61101 in Owen Township.

**Attachments:** Ordinance Granting Site Approval of a Commercial Solar Energy Facility, Maps and Photos of subject property, and Application for Site Approval, inclusive of attachments

**CC:** Winnebago County Board



# SITE PLAN OVERLAY ON AERIAL PHOTO: 5150 Tate Road (PIN: 07-31-200-006)



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

2024 CO \_\_\_\_\_

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

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**ORDINANCE GRANTING SITE APPROVAL OF A 5 MW COMMERCIAL SOLAR  
ENERGY FACILITY (AKA A SOLAR FARM) ON A 75.30 +/- ACRE SITE COMMONLY  
KNOWN AS 5150 TATE ROAD (PIN: 07-31-200-006), ROCKFORD, ILLINOIS 61101,  
IN OWEN TOWNSHIP**

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**WHEREAS**, Tate Road Solar1, LLC – a subsidiary of 1115 Solar Development, LLC which is a subsidiary of New Leaf Energy, Inc. (hereinafter “the Facility Owner”), formally filed an application for site approval to operate a 5 MW commercial solar energy farm (hereinafter “the Facility”) within unincorporated Winnebago County, Illinois on a 75.30 +/- acre site commonly known as 5150 Tate Road (PIN: 07-31-200-006), Rockford, Illinois 61101 in Owen Township (hereinafter “the Property”) and specifically legal described as:

Part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 31, Township 45 North, Range 1 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of the Northeast Quarter (1/4) of said Section; thence South 00 degrees 17' 38" East, along the East line of said Quarter (1/4) Section, 2269.62 feet to the Northeast corner of premises conveyed by Trustee's Deed recorded in Microfilm No. 8838-1899 in the Recorder's Office of Winnebago County, Illinois; thence South 89 degrees 19' 52" West, along the North line of aforesaid premises, so conveyed, 572.00 feet to the Northwest corner of aforesaid premises, so conveyed; thence South 00 degrees 17' 38" East, parallel with the East line of said Quarter (1/4) Section and along the West line of aforesaid premises, so conveyed, 381.00 feet, to the South line of said Quarter (1/4) Section and the Southwest corner of premises conveyed by Warranty Deed recorded in Document No.3112081 in aforesaid Recorder's Office; thence South 89degrees 19' 52" West, along the South line of said Quarter (1/4) Section, 747.96 feet, to the West line of the East Half (1/2) of said Quarter (1/4) Section; thence North 00 degrees 22' 11" West, along said line, 2,650.55 feet to the North line of said Quarter (1/4) Section; thence North 89 degrees 19' 45" East, along the North line of said Quarter (1/4) Section, 1323.47 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

**WHEREAS**, Illinois Counties Code, specifically 55 ILCS 5/5-12020 (hereinafter “the Statute”), effective January 27, 2023, governs the requirements for siting of commercial solar energy facilities in the State of Illinois and prohibits counties from enacting more restrictive requirements

in regard to said facilities than those set forth in the Statute. Consequently, the County may not adopt zoning regulations that disallow, permanently or temporarily, commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses; and

**WHEREAS**, the County of Winnebago, Illinois (hereinafter “County”) has amended its Unified Development Ordinance, Chapter 90, of the Winnebago County Code (hereinafter “UDO”), to be in accord with the Statute, and thus, the commercial solar energy facility site approval application that was submitted for the Property, which is zoned AG, Agricultural Priority District, was reviewed in accordance with said UDO; and

**WHEREAS**, the UDO provides that a request for siting approval for a commercial solar energy facility, “shall be approved if the request is in compliance with the standards and conditions imposed in 55 ILCS 5/5-12020 , the zoning ordinance adopted consistent with 55 ILCS 5/5-12020, and the conditions imposed under State and Federal statutes and regulations”; and

**WHEREAS**, upon review of the application, the Facility Owner (Facility) has conceptually satisfied all of the requisite standards and conditions under the UDO, however, that, in the event a detail or representation in the application conflicts with the UDO, Statute or any other applicable Illinois law or regulation, the conflicting provision shall prevail and the Facility Owner shall adhere thereto and adjust the contradiction, as will be required, at time of construction permit submittal; and

**WHEREAS**, a public hearing was held on the site approval request before the Zoning Board of Appeals (ZBA) on October 9, 2024, and the ZBA recommended denial (1-5); and

**WHEREAS**, the Zoning Committee of the County Board of the County of Winnebago, Illinois considered the ZBA’s recommendation (motion) as well as the evidence submitted (at the public hearing) as it relates to the standards and conditions outlined within the UDO, and consequently, the Zoning Committee recommended denial (1-4) of the Facility Owner’s site approval request to install and operate a commercial solar energy facility on the Property.

**NOW, THEREFORE BE IT ORDAINED** that the County Board of the County of Winnebago, Illinois -after the consideration of the above noted recommendations, the standards and conditions outlined within the UDO and being fully advised on all other matters affiliated to the Property- hereby grants the Facility Owner's site approval request to install and operate a 5 MW or less commercial solar energy facility on a 75.30 +/- acre site commonly known 5150 Tate Road (PIN: 07-31-200-006), Rockford, IL 61101 in Owen Township and specifically described in "1<sup>st</sup> Whereas", subject to the following terms and stipulations:

1. The commercial solar energy facility shall be developed in substantial conformance with the Layout and Materials Plan, the Civil Detail Plan, the Decommissioning Plan and Landscape Plan (aka a Vegetative Plan), all submitted by New Leaf Energy, plot date 04-17-2024, and receive date 09-19-2024.
2. Lighting of a permanent nature shall not be included within the development, unless required by law. Lighting for safety/security purposes, however, when triggered on by a motion detector, is permissible (since lighting will only be on, on a non-permanent basis, if ever).
3. The Facility Owner shall strictly adhere to all the terms and conditions of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture, dated April 23, 2023 and April 26, 2024, and as may be amended, including, but not limited to, any terms and conditions that are not specifically referenced or set forth in this Ordinance.
4. The Facility Owner shall submit a final vegetative plan, inclusive of the final vegetative management plan (consistent with the guidelines adopted by IDNR for such plans as well as the AIMA), for approval at time of construction permit submittal -pursuant to Section 17.4 D. 11. of UDO- that includes mostly of a vegetative pollinator-friendly ground cover, where practical (i.e. a wetland type ground cover may instead be better suited for a periodically wet detention basin), that is consistent with the goals of the Pollinator-friendly Solar Site Act.

Moreover, the same plan shall include a screening along the south, east and north lot lines comprised of six (6) foot evergreens, two species, at time of planting that are spaced in a manner that is intended to provide a 100% screening at time of tree maturity. And lastly, the natural perimeter screening along the west lot line, when located on the Property, shall be maintained (not removed), with the exception of a substantiated necessary utility connection that cannot be routed elsewhere.

5. The Facility Owner shall submit a final road use (route plan/transportation plan/traffic safety plan/use of public roads plan) agreement for approval at time of construction permit submittal -pursuant to Section 17.5.7 of UDO- with the County, and any other applicable unit of government such as the Township and or Illinois Department of Transportation.
6. The Facility Owner shall submit a final drainage plan and or stormwater BMP, as determined by County Engineer, for approval at time of construction permit submittal -pursuant to Sections 17.4 D. 12. and 17.5.13 of UDO- with the County.
7. The Facility Owner shall obtain all required permits and approvals prior to taking any construction action, including, but not limited to a building permit, a zoning clearance/permit, a site access permit, Winnebago County Surface Water Management Ordinance (WC-SWMO) permits / stormwater plan approvals (i.e. with regard to detention, Stormwater Pollution Prevention Plan (SWPPP), and NPDES Construction General Permit), and the approval of an erosion sediment and control plan.
8. During construction, the Facility Owner shall store all solar panels within an enclosed structure or on and under a tarp, especially any damaged panels, to prevent soil contamination from the components that are imbedded within the panels.
9. The Facility Owner shall provide the County with a final deconstruction / decommissioning Plan (estimate), for approval prior to final construction inspection -pursuant to Sections 17.4



D.5. and 17.11 of UDO (based on the construction plans ultimately approved at time of construction permitting)- by an Illinois licensed professional engineer, inclusive of financial assurance, in the form of an irrevocable letter of credit or other form of surety acceptable to the County to cover the estimated costs of deconstruction of the Facility (see stipulation number 12 proposed by the Facility Owner for additional details with regard to the financial assurance to deconstruct / decommission the Facility). The County shall be the designated beneficiary of the financial surety, and the landowner shall be provided with a copy of the document. In the event of abandonment, the County may take all appropriate actions for deconstruction including drawing upon the financial assurance.

10. The Facility Owner shall maintain and be listed on an insurance policy that includes liability coverage and property coverage in an amount necessary to cover the value of the commercial solar energy facility in the event the project is damaged or destroyed.
11. In addition to the foregoing terms and stipulations within this Ordinance, the Facility Owner and Facility shall comply with all other requirements and standards as set forth in the UDO (i.e. permitting requirements, design and installation requirements, setback requirements, nuisance abatement requirements, and decommissioning requirements, etc.), Statute (i.e. noxious Weed Act) and any other applicable Illinois or Federal law or regulation, and any other County and local rules and regulations that are not inconsistent with the Statute.
12. As proposed and agreed to by Facility Owner, on or before the completion of the final inspection (of the commercial solar energy facility on the Property), the Facility Owner shall provide the County with a financial assurance in an amount that equals 110% -instead of the minimum 10% required upfront as outlined in the Agricultural Impact Mitigation Agreement- of the estimated costs of destruction of the Facility as determined in the final deconstruction / decommission plan.


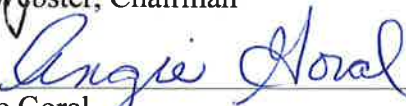
**BE IT FURTHER ORDAINED**, that the Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Ordinance to the County Planning and Zoning Officer, County Building Official and the County Engineer.

Respectfully Submitted,

**ZONING COMMITTEE**

**Agree**

  
\_\_\_\_\_  
Jim Webster, Chairman  
  
\_\_\_\_\_  
Angie Goral

Paul Arena

  
\_\_\_\_\_  
Aaron Booker


John Guevara

Tim Nabors


Dave Tassoni

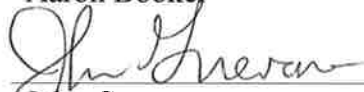
(1)

**Disagree**

  
\_\_\_\_\_  
Jim Webster, Chairman  
  
\_\_\_\_\_  
Angie Goral

Paul Arena

  
\_\_\_\_\_  
Aaron Booker

  
\_\_\_\_\_  
John Guevara

Tim Nabors

  
\_\_\_\_\_  
Dave Tassoni

(4)

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

ATTESTED BY:

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

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

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: November 14, 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. Byron Station, Unit 2-Notification of NRC Baseline Inspection and Request for Information: Inspection Report 05000455/2025002
  - b. Federal Register/Vol. 89, No. 209/Tuesday, October 29, 2024/Notices
  - c. Monthly Notice; Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations
  - d. Federal Register/Vol. 89, No. 214/Tuesday, November 5, 2024/Notices
2. County Clerk Gummow received from the Illinois Department of Corrections a copy of the recent compliance monitoring report for the Winnebago County Jail.
3. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for October, 2024.
4. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
  - a. Collateralization Report – as of September 30, 2024
  - b. Investment Report - as of October 1, 2024



# WINNEBAGO COUNTY

— ILLINOIS —

c. Winnebago County Treasurer Bank Balances –September, 2024

**Adjournment**