



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Tuesday, November 26, 2024
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Keith McDonald
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 – None
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
 - A. Approval of October 24, 2024 minutes
 - B. Layover of November 14, 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. Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Northern Illinois District Grant Award to be Laid Over

3. Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Central Illinois District Grant Award to be Laid Over
 4. Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Southern Illinois District Grant Award to be Laid Over
 5. Ordinance for Approval of Budget Amendment for FY2024 Year End Adjustments to be Laid Over
 6. Ordinance for Approval of Budget Amendment for Enhancing Investigation and Prosecution (EIP) Grant Award to be Laid Over
 7. Resolution Authorizing Settlement of a Claim Against the County of Winnebago entitled Cole Henert versus Winnebago County
- B. Zoning Committee **Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
1. V-01-24 A Variation from 18.3.6 C. 1. to allow a Fence in the Required Front Yard -in Front of Front Building Line- to have a Height as High as 10 Feet 6 Inches, inclusive of lights (although the Majority of the Fence will be 8 Feet 6 Inches, Inclusive of Lights) Instead of the Permitted 4 Feet on a Lot that is Zoned AG, Agricultural Priority District for the property that is commonly known as 7376 Prairie Hill Road, South Beloit, IL 61080, in Roscoe Township, District 4, to be laid over.
 2. Ordinance Granting Site Approval for a 2 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 33.39 +- Acre Site Commonly Known as 5626 Tipple Road / 5303 Daillette Road (PIN: 15-17-100-008), Rockford, IL 61102, in Rockford Township, District 9, to be laid over.
 3. Committee Report
- C. Economic Development Committee **John Sweeney, Committee Chairman**
1. Committee Report
 2. Resolution Approving the American Rescue Plan (ARP) Funds for Economic Impact Program for the Chairman’s Initiative Group Six (6) Project — Harlem Community Center
- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution for Approval for Stop-Loss Insurance
 3. Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage
 Cost: \$2,647,972
 4. Resolution Awarding Purchase of Phone Call Distribution System Using CIP 25 Funds
 Cost: \$62,015
 5. Resolution Awarding Cybersecurity Backup Annual Licensing Using Department Funding
 Cost: \$128,442
 6. Resolution Awarding Purchase of Two Vehicle Pool Replacements Using CIP 2024 Funds
 Cost: \$69,705
 7. Resolution Awarding LED Upgrades for Courthouse Garage Tunnel Using CIP 2024 Funds

Cost: \$34,542

- 8. Resolution Awarding Flooring Replacement for the States Attorney Office Using CIP 23 PSST Funds

Cost: \$145,000

- 9. Resolution Awarding Public Safety Building Design-Build Contract to Ringland-Johnson Construction Using ARPA Funds

Cost: \$32,000,000

E. Public Works Committee..... **Dave Tassoni, Committee Chairman**

- 1. Committee Report

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

- 1. Committee Report
- 2. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners - NDIL
- 3. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners - SDIL
- 4. Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners – CDIL
- 5. Resolution Authorizing Execution of an Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

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

- 1. Committee Report

10. Unfinished BusinessChairman Joseph Chiarelli

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

12. Announcements & CommunicationsClerk Lori Gummow

- A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, December 12, 2024

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

Approval of Minutes

**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 1st.

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 that reads "Lori Gummow". The signature is written in a cursive, flowing style.

Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
NOVEMBER 14, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 14, 2024 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Member Guevara was absent.)

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation – Rebecca Bussan, Solar Farms, Con

Cheryl Hochstetler, Solar Farm, Con

Mary Linn Green, Solar Farm, Con

Richard Comstock, Solar Farm, Con

Jenny Zammuto-Williams, AFSCME Local Stance, Con

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Crosby made a motion to approve County Board Minutes of October 10, 2024 and layover County Board Minutes of October 24, 2024, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for November 14, 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 Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

APPOINTMENTS

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Approving Amendment to the Fiscal Year 2025 Budget Policy Regarding Grants, seconded by Board Member Penney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment WCCMHB Jail Navigator Vehicle to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Lindmark. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Guevara was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Lindmark. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
11. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Justice for Families Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Lindmark. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Guevara was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Arena. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Order of Protection Service Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hanserd. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Guevara was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Members Butitta and Goral. Motion was approved by a unanimous vote of all member present. (Board Member Guevara was absent.)

ZONING COMMITTEE

13. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

14. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Jam's Disposal (Jam's) Inc., seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

Board Member Sweeney spoke of a ribbon cutting that Chairman Chiarelli attended.

OPERATIONS & ADMINISTRATIVE COMMITTEE

15. Board Member McDonald made a motion to approve a Resolution Authorizing Acceptance of Credit Cards By The Winnebago County Coroner's Office for Fees, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) for the Winnebago County Coroner's Office, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
17. Board Member McDonald made a motion to approve a Resolution Awarding Flooring Replacement for the Coroner's Office Using CIP 24 Funds, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
18. Board Member McDonald made a motion to approve a Resolution Awarding Space Study Analysis to the Juvenile Detention Center, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
19. Board Member McDonald made a motion to approve a Resolution Approving Bond Amount for Winnebago County Auditor Pursuant to 55 ILCS 5/3-1001, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
20. Board Member McDonald made a motion to approve a Resolution Awarding Email Archiver Hardware Refresh Using CIP 2025 Funds, seconded by Board Member Penney. Discussion by Board Member Arena. Board Member Arena made a motion to send back to committee, seconded by Board Member Webster. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
21. Board Member McDonald made a motion to approve a Resolution Awarding Cybersecurity Antivirus Licensing Renewal Using County Automation Funds, seconded Penney. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
22. Board Member McDonald made a motion to approve a Resolution Awarding Cybersecurity Backup Licensing Upgrade Using CIP 2025 Funds, seconded by Board Member Crosby. Motion

was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

23. Board Member McDonald made a motion to approve a Resolution Awarding Montel Technologies for Countywide Security Cameras and Integrator System Control Using ARPA Funds, seconded by Board Member Thompson. Discussion by Board Member Arena. Board Member Arena made a motion to send back to committee, seconded by Board Member Fellars. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)
24. Board Member McDonald made a motion to approve a Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance & Support Contract, seconded by Board Member McCarthy. Board Member Arena made a motion to send back to committee, seconded by Board Member Fellars. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

PUBLIC WORKS COMMITTEE

25. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

26. Board Member Lindmark made a motion to approve a 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, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Guevara was absent.)

Board Member Lindmark announced an upcoming meeting scheduled for Monday, November 18th.

LEGISLATIVE AND LOBBYING COMMITTEE

27. No Report.

UNFINISHED BUSINESS

28. **Zoning Committee**

Board Member Webster made a motion to approve an Ordinance Granting Site Approval of a 5MW 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, seconded by Board Member Tassoni. Discussion by Board Member Tassoni. Motion failed by a roll call vote of 16 no and 3 yes votes. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Hoffman, Lindmark, McCarthy,

McDonald, Penney, Scrol, Sweeney, Tassoni, Thompson, and Webster voted no.) (Board Member Guevara was absent.)

Board Member Webster announced the next meeting will be November 25th.

NEW BUSINESS

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

Board Member Lindmark spoke of a letter from an appointment nominee.

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, 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

B. County Clerk Gummow received from the Illinois Department of Corrections a copy of the recent compliance monitoring report for the Winnebago County Jail.

C. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder’s Office for October, 2024.

D. 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

c. Winnebago County Treasurer Bank Balances –September, 2024

Board Member Goral thanked all voters who voted for Mental Health.

Board Member Penney thanked Troy and his team in Zoning for all their help.

ADJOURNMENT

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:40 p.m. (Board Member Guevara was absent.)

Respectfully submitted,



Lori Gummow
County Clerk

ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
7 different organization for 37 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
31196	1	ROCKY MOUNTAIN ELK FOUNDATION	12/04/24-03/22/25	\$9,511.00

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
31197	1	WHITE EAGLE CLUB OF ROCKFORD	12/01/24-11/30/25	\$2,500.00
31198	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00
31199	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00
31200	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00

31201	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00
31202	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00
31203	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00
31204	1	NORTHERN IL BPA FOUNDATION (CHERRY BOWL)	01/01/25-12/31/25	\$100.00
31205	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31206	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31207	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31208	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31209	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31210	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31211	1	NORTHERN IL BPA FOUNDATION (DON CARTER LANES)	01/01/25-12/31/25	\$100.00
31212	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00
31213	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00
31214	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00
31215	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00

31216	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00
31217	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00
31218	1	NORTHERN IL BPA FOUNDATION (FOREST HILLS LANES)	01/01/25-12/31/25	\$100.00
31219	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31220	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31221	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31222	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31223	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31224	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31225	1	NORTHERN IL BPA FOUNDATION (PARK LANES)	01/01/25-12/31/25	\$100.00
31226	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00
31227	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00
31228	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00
31229	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00
31230	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00

31231	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00
31232	1	NORTHERN IL BPA FOUNDATION (VIKING LANES)	01/01/25-12/31/25	\$100.00

This concludes my report,

Deputy Clerk *Daisy Carrillo*

LORI GUMMOW
Winnebago County Clerk

Date **26-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	\$	778,798
101	PUBLIC SAFETY TAX	\$	354,414
103	DOCUMENT STORAGE FUND	\$	18,743
105	VITAL RECORDS FEE FUND	\$	856
106	RECORDERS DOCUMENT FEE FUND	\$	11,243
111	CHILDREN'S WAITING ROOM FUND	\$	8,542
114	911 OPERATIONS FUND	\$	282,618
115	PROBATION SERVICE FUND	\$	10,942
116	HOST FEE FUND	\$	500
123	STATE DRUG FORFEITURE ST ATTY	\$	4,996
126	LAW LIBRARY	\$	2,763
131	DETENTION HOME	\$	49,046
155	MEMORIAL HALL	\$	2,511
158	CHILD ADVOCACY PROJECT	\$	1,651
161	COUNTY HIGHWAY	\$	55,392
163	FEDERAL AID MATCHING FUND	\$	7,318
164	MOTOR FUEL TAX FUND	\$	69,435
165	TOWNSHIP HIGHWAY FUND	\$	1,128
181	VETERANS ASSISTANCE FUND	\$	10,197
185	HEALTH INSURANCE	\$	720
196	MENTAL HEALTH TAX FUND	\$	820,623
301	HEALTH GRANTS	\$	115,886
304	PROBATION GRANTS	\$	2,112
309	CIRCUIT COURT GRANT FUND	\$	189,194
313	AMERICA RESCUE PLAN	\$	250,805
314	CJCC GRANTS FUND	\$	26,308
401	RIVER BLUFF NURSING HOME	\$	286,635
410	ANIMAL SERVICES	\$	48,090
420	555 N COURT OPERATIONS FUND	\$	5,337
430	WATER FUND	\$	9,446
501	INTERNAL SERVICES	\$	1,646
743	CAPITAL PROJECTS FUND	\$	49,178
			<hr/>
	TOTAL THIS REPORT	\$	<u>3,477,073</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 26th 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



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: November 21, 2024

Resolution Title: Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Northern Illinois District Grant Award

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 61400 COCJI Grants / various / PN24x FY24 PSN NI Grant	
FY2025 Budget Impact: \$239,355 for Year 1 of award	

Background Information: The Department of Justice Project Safe Neighborhoods initiative has awarded Winnebago County funding to serve as the fiscal agent for administration of programs in the Northern Illinois district selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis line Items

2025 Fiscal Year

Finance: November 21, 2024

Lay Over: November 26, 2024

Sponsored by:

Final Vote: December 12, 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 Approval of Budget Amendment for Project Safe Neighborhood Northern IL District Grant Award

WHEREAS, Winnebago County will be assuming the role of Fiscal Agent for the Department of Justice, Northern District of Illinois Project Safe Neighborhoods initiative and has been awarded funding in the total of \$306,686 for a two-year period; 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 **#25-004 FY24 PSN-Northern IL District**.

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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/21/2024			AMENDMENT NO: 2025-004			
DEPARTMENT:		Chairman's Ofc of Crim Justice Initiatives			SUBMITTED BY: Marlana Dokken			
FUND#:		0314 - COCJI Grants Fund			DEPT. BUDGET NO. 61400-COCJI 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
Expenditures								
61400	41110	PN241	Regular Salary	\$0	\$0	\$0	\$7,400	\$7,400
61400	41221	PN241	Life Insurance	\$0	\$0	\$0	\$6	\$6
61400	41231	PN241	IMRF	\$0	\$0	\$0	\$142	\$142
61400	41241	PN241	FICA	\$0	\$0	\$0	\$575	\$575
61400	42110	PN241	Supplies	\$0	\$0	\$0	\$613	\$613
61400	43310	PN241	Travel	\$0	\$0	\$0	\$4,196	\$4,196
61400	48211	PN241	Health Insurance	\$0	\$0	\$0	\$2,694	\$2,694
61400	48220	PN241	Indirect Costs	\$0	\$0	\$0	\$6,560	\$6,560
61400	43190	PN242	Subaward-Cook Co State's Atty	\$0	\$0	\$0	\$162,516	\$162,516
61400	43190	PN243	Subaward-IL Dept of Corrections	\$0	\$0	\$0	\$54,653	\$54,653
Revenue								
61400	32110	PN241	Federal Operating Grant	\$0	\$0	\$0	(22,186)	(\$22,186)
61400	32110	PN242	Federal Operating Grant	\$0	\$0	\$0	(162,516)	(\$162,516)
61400	32110	PN243	Federal Operating Grant	\$0	\$0	\$0	(54,653)	(\$54,653)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
The County will be assuming the role as fiscal agent for the United States Department of Justice, Northern Illinois Project Safe Neighborhoods initiative. Final grant award was received after the FY25 budget process was completed. This amendment appropriates funds for the first year of the agreement.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$239,355								
Revenue Source: Grant award								



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: November 21, 2024

Resolution Title: Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Central Illinois District Grant Award

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 61400 COCJI Grants / various / PC24x FY24 PSN CI Grant	
FY2025 Budget Impact: \$96,711 for Year 1 of award	

Background Information: The Department of Justice Project Safe Neighborhoods initiative has awarded Winnebago County funding to serve as the fiscal agent for administration of programs in the Central Illinois district selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis line Items

2025 Fiscal Year

Finance: November 21, 2024

Lay Over: November 26, 2024

Sponsored by:

Final Vote: December 12, 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 Approval of Budget Amendment for Project Safe Neighborhood Central IL District Grant Award

WHEREAS, Winnebago County will be assuming the role of Fiscal Agent for the Department of Justice, Central District of Illinois Project Safe Neighborhoods initiative and has been awarded funding in the total of \$112,328 for a two-year period; 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 **#25-005 FY24 PSN Central IL District 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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/21/2024			AMENDMENT NO: 2025-005			
DEPARTMENT:		Chairman's Ofc of Crim Justice Initiatives			SUBMITTED BY: Marlana Dokken			
FUND#:		0314 - COCJI Grants Fund			DEPT. BUDGET NO.		61400-COCJI 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
Expenditures								
61400	41110	PC241	Regular Salary	\$0	\$0	\$0	\$3,076	\$3,076
61400	41221	PC241	Life Insurance	\$0	\$0	\$0	\$2	\$2
61400	41231	PC241	IMRF	\$0	\$0	\$0	\$55	\$55
61400	41241	PC241	FICA	\$0	\$0	\$0	\$235	\$235
61400	42110	PC241	Supplies	\$0	\$0	\$0	\$522	\$522
61400	43310	PC241	Travel	\$0	\$0	\$0	\$4,196	\$4,196
61400	48211	PC241	Health Insurance	\$0	\$0	\$0	\$1,125	\$1,125
61400	48220	PC241	Indirect Costs	\$0	\$0	\$0	\$921	\$921
61400	43190	PC242	Subaward-Roberts Analytics	\$0	\$0	\$0	\$10,320	\$10,320
61400	43190	PC243	Subaward-IL State Police	\$0	\$0	\$0	\$76,259	\$76,259
Revenue								
61400	32110	PC241	Federal Operating Grant	\$0	\$0	\$0	(10,132)	(\$10,132)
61400	32110	PC242	Federal Operating Grant	\$0	\$0	\$0	(10,320)	(\$10,320)
61400	32110	PC243	Federal Operating Grant	\$0	\$0	\$0	(76,259)	(\$76,259)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
The County will be assuming the role as fiscal agent for the United States Department of Justice, Central Illinois Project Safe Neighborhoods initiative. Final grant award was received after the FY25 budget process was completed. This amendment appropriates funds for the first year of the agreement.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$96,711								
Revenue Source: Grant award								



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: November 21, 2024

Resolution Title: Ordinance for Approval of Budget Amendment for Project Safe Neighborhood Southern Illinois District Grant Award

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 61400 COCJI Grants / various / PS24x FY24 PSN SI Grant	
FY2025 Budget Impact: \$77,507	

Background Information: The Department of Justice Project Safe Neighborhoods initiative has awarded Winnebago County funding to serve as the fiscal agent for administration of programs in the Southern Illinois district selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis line Items

2025 Fiscal Year

Finance: November 21, 2024

Lay Over: November 26, 2024

Sponsored by:

Final Vote: December 12, 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 Approval of Budget Amendment for Project Safe Neighborhood Southern IL District Grant Award

WHEREAS, Winnebago County will be assuming the role of Fiscal Agent for the Department of Justice, Southern District of Illinois Project Safe Neighborhoods initiative and has been awarded funding in the total of \$77,507 for a one-year period; 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 **#25-006 FY24 PSN Southern IL District 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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/21/2024			AMENDMENT NO: 2025-006			
DEPARTMENT:		Chairman's Ofc of Crim Justice Initiatives			SUBMITTED BY: Marlana Dokken			
FUND#:		0314 - COCJI Grants Fund			DEPT. BUDGET NO.		61400-COCJI 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
Expenditures								
61400	41110	PS241	Regular Salary	\$0	\$0	\$0	\$3,076	\$3,076
61400	41221	PS241	Life Insurance	\$0	\$0	\$0	\$2	\$2
61400	41231	PS241	IMRF	\$0	\$0	\$0	\$60	\$60
61400	41241	PS241	FICA	\$0	\$0	\$0	\$235	\$235
61400	42110	PS241	Supplies	\$0	\$0	\$0	\$300	\$300
61400	43310	PS241	Travel	\$0	\$0	\$0	\$4,196	\$4,196
61400	48211	PS241	Health Insurance	\$0	\$0	\$0	\$1,101	\$1,101
61400	48220	PS241	Indirect Costs	\$0	\$0	\$0	\$2,977	\$2,977
61400	43190	PS242	Subaward-E St. Louis Housing Authority	\$0	\$0	\$0	\$65,560	\$65,560
Revenue								
61400	32110	PS241	Federal Operating Grant	\$0	\$0	\$0	(11,947)	(\$11,947)
61400	32110	PS242	Federal Operating Grant	\$0	\$0	\$0	(65,560)	(\$65,560)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
The County will be assuming the role as fiscal agent for the United States Department of Justice, Southern Illinois Project Safe Neighborhoods initiative. Final grant award was received after the FY25 budget process was completed. This amendment appropriates funds for the first year of the agreement.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$77,507								
Revenue Source: Grant award								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: November 21, 2024
Ordinance Title: Ordinance for Approval of Budget Amendment for FY2024 Year End Adjustments
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: See Attached
If not, explain funding source: See Attached details	
ORG/OBJ/Project Code: Various	
FY2024 Budget Impact: Varies by Fund	

Background Information: The Winnebago County fiscal year ended as of September 30, 2024. Accounting entries are made through the end of December for revenues and expenses that relate to activity occurring in the prior fiscal year. Upon review of accounts at the beginning of November, certain revenues and expenditures have exceeded budgeted amounts. Details are included in the attached documentation and vary by fund.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2024 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: November 21, 2024
Lay Over: November 26, 2024
Final Vote: December 12, 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, 2024 and recommends its adoption.

Ordinance for Approval of Budget Amendment for FY2024 Year End Adjustments

WHEREAS, Winnebago County’s fiscal year ended September 30, 2024 and activity related to this time period is required to be recorded in that appropriate period per generally accepted accounting principles (GAAP). Certain revenues and expenses have exceeded budgeted amounts. This amendment will update the budget to reflect actual activity; and,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2024 at its September 28, 2023 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#24-010 FY2024 Year End Amendment**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 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:		11/14/2024			AMENDMENT NO: 24-010b			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0101-PSST			DEPT. BUDGET NO. Various			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40100	49110		PSST-Transfer to Other Funds	\$4,035,220	\$0	\$4,035,220	\$877,422	\$4,912,642
Revenue								
				\$0	\$0	\$0		\$0
TOTAL ADJUSTMENT:							\$877,422	
Reason budget amendment is required:								
Transfer available health insurance and contingency budget amounts to the Health Insurance Fund,								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: None								
Revenue Source: Available fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010d			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0112-Rental Housing Fee Fund			DEPT. BUDGET NO. 41200-Rental Hsg Fee Fund			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
41200	43930		Rental Hsg Fee Fund-Intergovernmental	\$300,000	\$0	\$300,000	\$210,615	\$510,615
Revenue								
41200	32410		Rental Hsg Fee Fund-Fee	(\$300,000)	\$0	(\$300,000)	(210,615)	(\$510,615)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for expenses based on year end actuals for Rental Housing Fee Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Excess revenue received in 2024								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010e			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0116-Host Fee Fund			DEPT. BUDGET NO. 41700-Host Fee Fund			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
41700	43190		Host Fee-Other Prof Services	\$0	\$0	\$0	\$82,000	\$82,000
41700	46334		Host Fee-Infrastructure	\$0	\$0	\$0	\$1,450,000	\$1,450,000
Revenue								
41700	34110		Host Fee-Services	(\$4,700,000)	\$0	(\$4,700,000)	(81,000)	(\$4,781,000)
41700	39210		Host Fee-Interest	(\$50,000)	\$0	(\$50,000)	(82,000)	(\$132,000)
TOTAL ADJUSTMENT:							\$1,369,000	
Reason budget amendment is required:								
Increase budget for board approved awards that were not budgeted and the Baxter Rd water extension project.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$1,369,000								
Revenue Source: Available fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010f			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0118-Neutral Site Custody Exch			DEPT. BUDGET NO. 41800-Neutral Site Custody Exch			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
41800	43190		Neutral Site-Other Prof Svcs	\$181,000	\$0	\$181,000	\$29,730	\$210,730
Revenue								
41800	34110		Neutral Site-Fees	(\$180,000)	\$0	(\$180,000)	(29,730)	(\$209,730)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget for funds collected and transferred.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget:								
Revenue Source: Excess revenue received in 2024								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010g			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0146-Specialty Courts			DEPT. BUDGET NO. 45300-Specialty Court			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45300	43190		Specialty Court-Other Prof Svc	\$0	\$0	\$0	\$9,961	\$9,961
Revenue								
					\$0	\$0		\$0
TOTAL ADJUSTMENT:							\$9,961	
Reason budget amendment is required:								
Increase budget for expenses based on year end actuals for Specialty Courts Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$9,961								
Revenue Source: Available fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010h			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0155-Memorial Hall			DEPT. BUDGET NO. 45500-Memorial Hall			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45500	46320		Memorial Hall-Bldg Improvements	\$100,000	\$0	\$100,000	\$21,702	\$121,702
45500	46320	04555	Memorial Hall-Bldg Improvements	\$0	\$0	\$0	\$40,000	\$40,000
					\$0	\$0		\$0
					\$0	\$0		\$0
Revenue								
45500	32120	04555	Memorial Hall-State DCEO Grant	\$0	\$0	\$0	(40,000)	(\$40,000)
TOTAL ADJUSTMENT:							\$21,702	
Reason budget amendment is required:								
Additional expenses not covered by insurance or grant for the HVAC project and new grant award for plaster repair.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$21,702								
Revenue Source: Available fund balance and additional grant funding								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010i			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0158-Children's Advocacy			DEPT. BUDGET NO. 45800-Children's Advocacy			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
45800	41110		Children's Advocacy-Salary	\$480,775	\$0	\$480,775	\$30,155	\$510,930
45800	41120		Children's Advocacy-Temp Salary	\$40,000	\$0	\$40,000	\$4,494	\$44,494
45800	48211		Children's Advocacy-Health Ins	\$131,077	\$0	\$131,077	\$14,479	\$145,556
					\$0	\$0		\$0
Revenue								
45800	32120		Children's Advocacy-State Grant	(\$476,498)	\$0	(\$476,498)	(49,128)	(\$525,626)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget to reflect increased expenses incurred as a result of increased grant funding.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Additional grant funding								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010j			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0185-Health Insurance Fund			48500 Health Insurance DEPT. BUDGET NO. 48510 Wellness Center			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
48500	43150		Health Insurance-Medical & Dental	\$17,500,000	\$0	\$17,500,000	\$2,416,656	\$19,916,656
48510	43175		Health Insurance-Wellness Contract	\$395,000	\$0	\$395,000	\$116,291	\$511,291
Revenue								
48500	39110		Transfer from Other Funds (GF)	\$0	\$0	\$0	(1,256,841)	(\$1,256,841)
48500	39110		Transfer from Other Funds (PSST)	\$0	\$0	\$0	(877,422)	(\$877,422)
TOTAL ADJUSTMENT:							\$398,684	
Reason budget amendment is required:								
Increased medical claims offset by transfers from the General and PSST funds.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$398,684								
Revenue Source: Available fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010m			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0255-2020B Refunding Bonds			DEPT. BUDGET NO. 51500-2020B Refunding Bonds			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
51500	45311		2020B Bonds-Debt Admin Fees	\$0	\$0	\$0	\$825	\$825
Revenue								
51500	32225		2020B- One Quarter Cent Sales Tax	\$0	\$0	\$0	(\$825)	(\$825)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase for additional bond admin fee not budgeted.								
Potential alternatives to budget amendment:								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Transfer of quarter cent sales tax from General Fund								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010n			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0302-Sheriff Dept Grants Fund			DEPT. BUDGET NO. 60200 Sheriff Dept 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
Expenditures								
60200	41130	02057	STEP Grant - Overtime	\$0	\$0	\$0	\$28,000	\$28,000
Revenue								
60200	32110	02057	STEP Grant - Federal	\$0	\$0	\$0	(28,000)	(\$28,000)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
STEP grant revenue and expenses are being track in the Sheriff Grant Fund rather than the General Fund.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Grant funding								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010o			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0303-State's Atty Grants Fund			DEPT. BUDGET NO. 60300 State's Atty 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
Expenditures								
60300	41110	02110	VCVA Grant - Salaries	\$80,409	\$0	\$80,409	\$4,630	\$85,039
60300	41110	02120	VOCA Grant - Salaries	\$22,742	\$94,562	\$117,304	\$18,000	\$135,304
60300	41241	02120	VOCA Grant - Payroll Taxes	\$1,633	\$0	\$1,633	\$6,000	\$7,633
60300	48211	02120	VOCA Grant - Health Insurance	\$5,305	\$14,000	\$19,305	\$14,300	\$33,605
60300	48220	02120	VOCA Grant - Indirect Costs	\$0	\$10,900	\$10,900	\$3,560	\$14,460
Revenue								
60300	32120	02110	VCVA Grant - State	(\$80,500)	\$0	(\$80,500)	(4,630)	(\$85,130)
60300	32110	02120	VOCA Grant - Federal	(\$149,634)	\$0	(\$149,634)	(41,860)	(\$191,494)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase grant expenses due to additional funding received from grantors during the fiscal year.								
Potential alternatives to budget amendment:								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Grant award								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010p			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0310-City Election Fund			DEPT. BUDGET NO. 61000 City Election Fund			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61000	43932		City Election-Other Programs	\$1,090,940	\$0	\$1,090,940	\$26,700	\$1,117,640
Revenue								
61000	31110		City Election-Real Estate Taxes	(\$1,090,940)	\$0	(\$1,090,940)	(26,700)	(\$1,117,640)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Increase budget due to actual EAV based calculation exceeds budget								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$0								
Revenue Source: Available current year revenue								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010q			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
		0314-COCJI Grants Fund			61400-COCJI Grant Fund			
FUND#:		0315 Opioid Settlement Fund			DEPT. BUDGET NO. 61500-Opioid Settlement			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61400	49110	02704	Transfer to Other Funds	\$0	\$0	\$0	\$1,506,063	\$1,506,063
Revenue								
61500	39110		Transfer from Other Funds	\$0	\$0	\$0	(1,506,063)	(\$1,506,063)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Transfer opioid settlement funds from the COCJI grant fund to a separate fund to simplify the process of interest allocation to these funds.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget:								
Revenue Source:								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010r			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0401-RBNH			DEPT. BUDGET NO. 725xx - Daily Services 73500 - Laundry 74500 - Plant Oper & Maint			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
	72500	41110	RBNH Daily Svcs Salary	\$3,312,262	\$0	\$3,312,262	\$583,000	\$3,895,262
	72500	41120	RBNH Daily Svcs Temp Salary	\$180,005	\$0	\$180,005	\$317,870	\$497,875
	72500	41130	RBNH Daily Svcs Overtime	\$900,000	\$0	\$900,000	\$513,116	\$1,413,116
	72500	43190	RBNH Daily Svcs Other Prof Svcs	\$2,000,000	\$0	\$2,000,000	\$855,000	\$2,855,000
	72500	43730	RBNH Daily Svcs Equip Repair & Maint	\$70,000	\$0	\$70,000	\$5,000	\$75,000
	72500	48211	RBNH Daily Svcs Htlh Ins	\$403,118	\$0	\$403,118	\$179,400	\$582,518
	72532	41110	RBNH Daily Svcs Unit Clerks Salary	\$154,307	\$0	\$154,307	\$42,100	\$196,407
	72532	48211	RBNH Daily Svcs Unit Clerks Hlth Ins	\$49,100	\$0	\$49,100	\$18,100	\$67,200
	72534	43120	RBNH Daily Svcs Occup Ther Consulting	\$150,000	\$0	\$150,000	\$117,000	\$267,000
	73500	41110	RBNH Laundry Salary	\$29,118	\$0	\$29,118	\$30,000	\$59,118
	73500	42290	RBNH Laundry Dept Supplies	\$400,000	\$0	\$400,000	\$218,910	\$618,910
	73500	48211	RBNH Laundry	\$8,735	\$0	\$8,735	\$500	\$9,235
	74500	46320	RBNH Bldg Improvement	\$0	\$0	\$0	\$29,992	\$29,992
Revenue								
	70500	32248	RBNH CNA Incentive	\$0	\$0	\$0	(95,465)	(\$95,465)
	70500	34552	RBNH Medicaid Revenue	(\$10,313,629)	\$0	(\$10,313,629)	(\$1,274,401)	(\$11,588,030)
	70500	34554	RBNH Hospice Revenue	(\$1,831,885)	\$0	(\$1,831,885)	(\$795,154)	(\$2,627,039)
	70500	39110	Txfr from CIP for Bldg Improvement		\$0	\$0	(29,992)	(\$29,992)
TOTAL ADJUSTMENT:							\$714,976	
Reason budget amendment is required:								
Adjust budgets to reflect actual FY24 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$714,976								
Revenue Source: Available current year revenue and savings in certain other budgeted accounts								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010s			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0501-Central Services			DEPT. BUDGET NO. 82100 Copiers			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82100	42115		Copiers-Non Capital Ofc Equip	\$0	\$0	\$0	\$3,675	\$3,675
82100	42390		Copiers-Other Repair & Maint	\$110,000	\$0	\$110,000	\$18,600	\$128,600
Revenue								
82100	34116		Copiers-Outside Agency Fees	(\$5,500)	\$0	(\$5,500)	(\$336)	(\$5,836)
82100	34110		Copiers-Gen County Svcs	(\$264,000)	\$0	(\$264,000)	(\$13,150)	(\$277,150)
TOTAL ADJUSTMENT:							\$8,789	
Reason budget amendment is required:								
Adjust budget to reflect actual FY24 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$8,789								
Revenue Source: Available current year revenue and fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010t			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0727-2020A Project Fund			DEPT. BUDGET NO. 85600-2020A Project Fund			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
85600	46330		2020A Proj Fund-Roadway	\$0	\$0	\$0	\$1,099,573	\$1,099,573
Revenue								
TOTAL ADJUSTMENT:							\$1,099,573	
Reason budget amendment is required:								
IDOT required the County to change one of the projects these bond funds were used for. After accounting adjustments, this increase reflects the expenditures on the new project.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$1,099,573								
Revenue Source: Available fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010u				
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz				
FUND#:		0743-CIP Fund			DEPT. BUDGET NO. 82200-CIP Fund				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment	
Expenditures									
82200	49110	C2330	CIP-Txfr to Other Funds-RBNH Gazebo	\$0	\$0	\$0	\$20,124	\$20,124	
82200	49110	C2331	CIP-Txfr to Other Funds-RBNH Ductwork	\$0	\$0	\$0	\$9,868	\$9,868	
Revenue									
TOTAL ADJUSTMENT:							\$29,992		
Reason budget amendment is required:									
Transfer CIP funds to River Bluff Fund for work completed on approved CIP23 projects.									
Potential alternatives to budget amendment:									
None									
Impact to fiscal year 2024 budget: \$0 (Transfer)									
Revenue Source:									

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010v			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0748-2012F Project Funds			DEPT. BUDGET NO. 81800-Baxter Water Project			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
81800	46330		Baxter Water Proj Fund-Roadway	\$0	\$0	\$0	\$18,000	\$18,000
Revenue								
TOTAL ADJUSTMENT:							\$18,000	
Reason budget amendment is required:								
Increase budget to reflect actual FY24 activity.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$18,000								
Revenue Source: Available fund balance								

2024
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/14/2024			AMENDMENT NO: 24-010w			
DEPARTMENT:		Various			SUBMITTED BY: Steve Schultz			
FUND#:		0751-Police Trng Center			DEPT. BUDGET NO. 82300-Police Trng Ctr			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82300	43190		Police Trng Ctr-Other Prof Svcs	\$22,000	\$0	\$22,000	\$923	\$22,923
82300	43710		Police Trng Ctr-Bldg Rep & Maint	\$0	\$0	\$0	\$4,500	\$4,500
82300	43810		Police Trng Ctr-Bldg Rental	\$0	\$0	\$0	\$5,000	\$5,000
82300	46325		Police Trng Ctr-Leasehold Improv	\$0	\$0	\$0	\$27,289	\$27,289
Revenue								
82300	39210		Police Trng Ctr-Interest	\$0	\$0	\$0	(\$14,978)	(\$14,978)
TOTAL ADJUSTMENT:							\$22,734	
Reason budget amendment is required:								
Increase budget to reflect actual FY24 activity.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2024 budget: \$22,734								
Revenue Source: Available fund balance								



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: November 21, 2024

Resolution Title: Ordinance for Approval of Budget Amendment for Enhancing Investigation and Prosecution (EIP) Grant Award

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 60300 State's Attorney Grants / various / 02121 EIP Grant	
FY2025 Budget Impact: \$186,422 for Year 1 of award	

Background Information: The County has received a \$500,000 three-year grant award expiring on 09/30/27. The award is granted through the Department of Justice, Violence Against Women Office. The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) grant encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust withing the surrounding community.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis line Items

2025 Fiscal Year

Finance: November 21, 2024

Lay Over: November 26, 2024

Sponsored by:

Final Vote: December 12, 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 Approval of Budget Amendment for Enhancing Investigation and Prosecution (EIP) Grant Award

WHEREAS, the Winnebago County State’s Attorney office has been awarded funding in the total of \$500,000 for a three-year period to encourage the office to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust within the surrounding community; 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 **#25-007 State’s Attorney EIP 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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/21/2024			AMENDMENT NO: 2025-007			
DEPARTMENT:		State's Attorney			SUBMITTED BY: J. Hanley			
FUND#:		0303 - State's Atty Grants Fund			DEPT. BUDGET NO. 60300-State's Atty 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
Expenditures								
60300	41110	02121	Regular Salary	\$0	\$0	\$0	\$83,760	\$83,760
60300	41120	02121	Temporary Salary (PT)	\$0	\$0	\$0	\$26,000	\$26,000
60300	41221	02121	Life Insurance	\$0	\$0	\$0	\$137	\$137
60300	41231	02121	IMRF	\$0	\$0	\$0	\$2,107	\$2,107
60300	41241	02121	FICA	\$0	\$0	\$0	\$8,397	\$8,397
60300	42110	02121	Supplies	\$0	\$0	\$0	\$4,215	\$4,215
60300	43190	02121	Other Professional Services	\$0	\$0	\$0	\$2,750	\$2,750
60300	43310	02121	Travel	\$0	\$0	\$0	\$20,000	\$20,000
60300	48211	02121	Health Insurance	\$0	\$0	\$0	\$22,126	\$22,126
60300	48220	02121	Indirect Costs	\$0	\$0	\$0	\$16,950	\$16,950
Revenue								
60300	32110	02121	Federal Operating Grant	\$0	\$0	\$0	(186,442)	(\$186,442)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
<p>The County has received a \$500,000 three-year grant award expiring on 09/30/27. The award is granted through the Department of Justice, Violence Against Women Office. The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) grant encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust withing the surrounding community.</p>								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$186,442								
Revenue Source: Grant award								



Department of Justice (DOJ)

Office on Violence Against Women (OVW)

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF WINNEBAGO 404 ELM ST
City, State and Zip:	ROCKFORD, IL 61101
Recipient UEI:	SBEVXUKXKGK3
Project Title: OVW 2024 Enhancing Investigations and Prosecution	Award Number: 15JOVW-24-GG-01490-POLP
Solicitation Title: OVW Fiscal Year 2024 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) Initiative	
Federal Award Amount: \$500,000.00	Federal Award Date: 9/13/24
Awarding Agency:	Office on Violence Against Women
Funding Instrument Type:	Grant
Assistance Listing: 16.590 - Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust within the surrounding community. The EIP project by the County of Winnebago, in partnership with Remedies Renewing Lives, Rockford Sexual Assault Counseling, Inc., and YWCA Northwestern Illinois, to implement in Winnebago County, IL addresses EIP purpose areas: 1, 2, 3, 4, 6, and 7. Additionally, this project addresses OVW Priority Area 1: Access to Justice. Specific activities include: 1) hire an Enhanced Criminal Response Liaison responsible for reviewing communication for inmates related to No Contact Orders and/or Orders of Protection and reviewing body camera footage for the Winnebago County State's Attorney's Domestic Violence Unit; 2) hire a prosecution-based investigator to coordinate and investigate criminal cases within the Domestic Violence Unit; and 3) hire a part-time Initial Appearance Court (IAC) Prosecutor to review criminal charges related to domestic violence, dating violence, sexual assault and stalking and filing petitions to detain or revoke pretrial release in Initial Appearance Court.	

Award Letter

September 13, 2024

Dear Patrick Thompson,

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 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) Initiative. The approved award amount is \$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. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or 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 property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
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 not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

NEPA Coordinator

First Name	Middle Name	Last Name
Debra		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

SBEVXUKXKGK3

Street 1

404 ELM ST

Street 2

City

ROCKFORD

State/U.S. Territory

Illinois

Zip/Postal Code

61101

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/13/24

Award Type

Initial

Award Number

15JOVW-24-GG-01490-POLP

Supplement Number

00

Federal Award Amount

\$500,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.590

Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

Statutory Authority

Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4459, 4530-31 (2022)

[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 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence,

Application Number

GRANT14104313

Grant Manager Name

AISHA BATTLE

Phone Number

[202-532-3444](tel:202-532-3444)

E-mail Address

Aisha.Battle@usdoj.gov

Project Title

OVW 2024 Enhancing Investigations and Prosecution

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 Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust within the surrounding community.

The EIP project by the County of Winnebago, in partnership with Remedies Renewing Lives, Rockford Sexual Assault Counseling, Inc., and YWCA Northwestern Illinois, to implement in Winnebago County, IL addresses EIP purpose areas: 1, 2, 3, 4, 6, and 7. Additionally, this project addresses OVW Priority Area 1: Access to Justice. Specific activities include: 1) hire an Enhanced Criminal Response Liaison responsible for reviewing communication for inmates related to No Contact Orders and/or Orders of Protection and reviewing body camera footage for the Winnebago County State's Attorney's Domestic Violence Unit; 2) hire a prosecution-based investigator to coordinate and investigate criminal cases within the Domestic Violence Unit; and 3) hire a part-time Initial Appearance Court (IAC) Prosecutor to review criminal charges related to domestic violence, dating violence, sexual assault and stalking and filing petitions to detain or revoke pretrial release in Initial Appearance Court.

[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.

[X]

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.

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.

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.

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.

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.

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.

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.

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.

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>.

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>.

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.

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.

12

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

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

13

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).

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."

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.

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.

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>.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

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

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

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

19

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

45

Prohibition of use of funds for victim services

The recipient may not use funds to provide or support direct services to victims. This includes services provided by "victim service providers," as defined by 34 U.S.C. § 12991(b)(50) (nongovernmental/nonprofit organizations, coalitions, and rape crisis centers); "victim advocates," as defined by 34 U.S.C. § 12991(b)(48) (individuals working for a victim services program); and "victim assistants," as defined by 34 U.S.C. § 12991(b)(49) (individuals working for a law enforcement or prosecution agency, including the recipient).

46

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.

47

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

9/8/24 5:22 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Name of Authorized Entity Official

Patrick Thompson

Signed Date And Time

9/19/2024 12:37 PM



GRANT SUMMARY WORKSHEET

Prepared By:	Brooke Mays
Committee:	Finance
Committee Date:	November 21, 2024
Ordinance Title:	Ordinance for Budget Amendment for EIP Grant Award
Board Meeting Date:	November 26, 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: 10/1/2024 – 9/30/2027	
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?	
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 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 checked="" type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: November 21, 2024

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled Cole Henert versus Winnebago County

Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$26,946.54
If not, explain funding source:	Budget Impact: \$26,946.54
ORG/OBJ/Project Code: 49400-43535	Tort Judgement Fund/Worker's Comp Claims

Background Information: Settlement for Cole Henert in the amount of \$26,946.54

Recommendation: The Finance Committee, chaired by John Butitta, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its November 26, 2024 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated this settlement on behalf of Winnebago County.

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta

Submitted by: Finance Committee

2024 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
COLE HENERT VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having a claim asserted against it by Cole Henert for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$26,946.54 for the settlement funding for his Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Cole Henert versus County of Winnebago for injuries allegedly sustained by Cole Henert while in the employment of the Sheriff's Department by payment of the amount of \$26,946.54 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Cole Henert in the amount of \$26,946.54 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 Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2024.

ATTESTED BY:

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

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
November 26, 2024

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. V-01-24 A VARIATION FROM 18.3.6 C. 1. TO ALLOW A FENCE IN THE REQUIRED FRONT YARD -IN FRONT OF FRONT BUILDING LINE- TO HAVE A HEIGHT AS HIGH AS 10 FEET 6 INCHES, INCLUSIVE OF LIGHTS (ALTHOUGH THE MAJORITY OF THE FENCE WILL BE 8 FEET 6 INCHES, INCLUSIVE OF LIGHTS) INSTEAD OF THE PERMITTED 4 FEET ON A LOT THAT IS ZONED AG, AGRICULTURAL PRIORITY DISTRICT requested by Jeremiah Jessen, Owner, represented by Darron M. Burke, Attorney, for the property that is commonly known as 7376 Prairie Hill Road, South Beloit, IL 61080, in Roscoe Township.

PIN: 04-11-376-003

C.B. District: 4

Les Rating: NA

Consistent W/2030 LRMP – Future Map: NA

ZBA RECOMMENDATION: *APPROVAL (7-0)*

ZC RECOMMENDATION: *TBD*

2. ORDINANCE GRANTING SITE APPROVAL FOR A 2 MW COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 33.39 +- ACRE SITE COMMONLY KNOWN AS 5626 TIPPLE ROAD / 5303 DAILETTE ROAD (PIN: 15-17-100-008), ROCKFORD, IL 61102, IN ROCKFORD TOWNSHIP, District 9, requested by Fox Sparrow Solar, LLC (an indirect subsidiary of Trajectory Energy Partners, LLC), Lessee, represented by James Rodriguez, Attorney and Mack Gapinski, Project Manager.

ZBA RECOMMENDATION: *DENIAL (2-5)*

ZC RECOMMENDATION: *TBD*

-
3. **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 **Wednesday, December 18, 2024**, at 5:30 p.m. in Room 303 of the County Administration Building.

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: Tuesday, November 26, 2024

Committee: Economic Development

Prepared By: Chris Dornbush & Jas Bilich

Document Title: Resolution Approving The American Rescue Plan (ARP) Funds For Economic Impact Program For The Chairman’s Initiative Group Six (6) Project — Harlem Community Center

County Code: Resolution Establishing The American Rescue Plan (ARP) Funds For Economic Impact Program Policy (2022-CR-012)

Board Meeting Date: Tuesday, November 26, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$10,000
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County received in total approximately \$55 million (County Board approved Phase 1 July 22, 2022, 2021-CO-057) from the American Rescue Plan Act of 2021, of which \$1,000,000 (County Board Approved February 24, 2022, 2022-CR-012) will be used for Board Member Initiatives, as long as they are ARP compliant, reviewed by the external auditor, and approved by the County Board. This one (1) listed project under Group Six (6) is for the Harlem Community Center (HCC) and is to be considered by the Board having a low risk assessment from the external auditor. Program allocation use description is listed with Program/Project Names. This is the final \$10,000 of this program (in total, \$1 million) that is to be used as part of the ARP Funds that need to be allocated by end of December 2024.

Recommendation:

Administration supports the County Board Member initiatives requested from ARP funds to be used for economic development impacts for the community to combat the negative effects from COVID-19.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

None required, but Board Members may report back upon request for project updates.

County Board Office

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

**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE
2024 CR _____**

**RESOLUTION APPROVING THE AMERICAN RESCUE PLAN (ARP) FUNDS FOR
ECONOMIC IMPACT PROGRAM FOR THE CHAIRMAN’S INITIATIVE
GROUP SIX (6) PROJECT — HARLEM COMMUNITY CENTER**

WHEREAS, in 2021 the County of Winnebago, Illinois (County) became a recipient of American Rescue Plan Act (hereinafter “ARP”) funds from the federal government to assist in combating the COVID-19 pandemic; and

WHEREAS, the County has determined that a portion of the award, one million dollars (\$1,000,000) of the total funds to be received, shall be used for economic development throughout the county due to the adverse impact of COVID-19; and

WHEREAS, the Economic Development Committee and the Winnebago County Board developed and approved the “American Rescue Plan (ARP) Funds for Economic Impact Program Policy” (Program) in order to define the process for the allocation of ARP funds on February 24, 2022 (2022-CR-012); and

WHEREAS, the Program provides Winnebago County Board Members the ability to allocate funds for projects within their district or within the geographic boundaries of Winnebago County, Illinois to assist with the negative economic impacts from COVID-19; and

WHEREAS, on December 8, 2022, the Winnebago County Board approved a Resolution (2022-CR-163) regarding ARP funds for Economic Impact Program, specifically for Winnebago County Board Chairman’s Initiative Group Five (5) Projects, which included specific allocation amounts by County Board member(s) for various proposed uses; and

WHEREAS, Resolution (2022-CR-163) fund request for Group 5 of \$10,000 to “Winnebago County – Housing Study”, was not distributed and is hereby reallocating the \$10,000 to be utilized for the Harlem Community Center (HCC); and

WHEREAS, pursuant to the Program and the External Auditor’s Review of a project for HCC, further described herein, the Economic Development Committee of the County Board of the County of Winnebago, Illinois has reviewed and recommends approval of the project for HCC.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board hereby approves the Program Project listed below,

PROJECT	BOARD MEMBER PARTICIPATION <i>(may vary)</i>	ANTICIPATED ALLOCATION AMOUNT <i>(may vary)</i>	PROPOSED USE
Harlem Community Center (HCC)	Paul Arena	\$ 10,000	The COVID-19 pandemic demonstrated the need for affordable, accessible, quality child care. Harlem Community Center will use the funds to reopen its school age child care program - Kids Fun Club. This program will be held at HCC during the school year, before/after/holidays, and also during the summer when school is not in session. Care will be available M-F 6:30a-5:45 pm to allow for working flexibility. Funding will be used to provide the furniture and a combination of educational, fun and active learning materials.

as outlined and approved in the, “American Rescue Plan (ARP) Funds for Economic Impact Program Policy and further approved by the external auditor to be ARP compliant.

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 of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Chief Operations Officer, the County Administrator, the Chief Financial Officer, and the County Auditor.

Respectfully Submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

ARP Funds for Economic Impacts Program Application

** Please complete the required information below to make a request in minimum increment of \$10,000 for **Fiscal Year 2022**, which ends **September 30, 2022**. The application must be fully complete to be processed and must comply with the American Rescue Plan Act to be eligible as well as the Program Requirements. **

ORGANIZATIONAL INFORMATION	
Organization Name:	Harlem Community Center
Organization Contact (Point) Person:	Shannon Scheffel
Contact Person Position:	CEO
Contact Phone Number:	815-633-5817
Contact Person E-mail:	shannon@harlemcommunity.org
Description of the Organization:	HCC promotes a strong community through its recreational, educational, social, and child care programming.
Requested Award Amount (\$): <i>Must be: \$10,000 increments</i>	\$ <u> 1 0 </u> , <u> 0 0 0 </u> . <u> 00 </u> <i>[Total of all Board Member(s) Sponsoring]</i>
Proposed Use of Award <i>Must comply with ARP</i> <i>(be specific on the use):</i> <i>Should address items such as; what, who, when, where, how, etc.?</i>	The COVID-19 pandemic demonstrated the need for affordable, accessible, quality child care. Harlem Community Center will use the funds to reopen its school age child care program - Kids Fun Club. This program will be held at HCC during the school year, before/after/holidays, and also during the summer when school is not in session. Care will be available M-F 6:30a-5:45 pm to allow for working flexibility. Funding will be used to provide the furniture and a combination of educational, fun and active learning materials.
Expected Outcome(s) from Award:	Reduce the number of children requiring care when school is not in session (before/after/holiday) Increase affordable child care options for school age children by reopening the Kids Fun Club with a designated space that will allow for social distancing for the program attendees.

ARP Funds for Economic Impacts Program Application

American Rescue Plan (ARP) Act Checklist
Last updated: 7/26/2021
Ver. 1.02

Requesting Organization:

Individual Submitting Request: _____

Date of Request: _____

Overarching Principles
<i>Describe the need that was caused by COVID-19</i>
<p>The COVID 19 pandemic demonstrated the importance of child care to the economy and to families. As families struggled for options for their children, it became clear that the system was strained. Affordability, accessibility, and equity in quality care are problems to be addressed. Care for school age children can be even more of a struggle due to varying children's needs, school schedules, and parent work schedules. Quality, affordable before school, after school, and during school holidays care is challenging to find. Nearly 2/3 of school age students have parents working outside the home, yet approximately 25% are enrolled in child care or enrichment programs. According to the Afterschool Alliance, while 10.2 million children participate in afterschool programming an additional 19.4 million would if options were available.</p>
<i>Describe how this cost will meet the need noted above</i>
<p>Harlem Community Center (HCC) is requesting \$10,000 to be used to re-open its Kids Fun Club program. During the school year this program provides before school, after school, and schools day out care. During the summer, camp is offered. Kids Fun Club is open M-F from 6:30 am until 5:45 pm. HCC accepts funding from the State of Illinois Child Care Assistance Program which provides low income families child care subsidies to pay for care. Children will receive school bus transportation to/from the Center. Kids Fun Club will have its own room in the new HCC - an 860 sq ft space in order to allow for the appropriate social distancing for the program attendees. Funding will be used to provide the furniture and a combination of educational, fun and active learning materials. Children will be able to play outside on the school age playground equipment immediately outside their room. There is an identical additional classroom available should the program meet capacity and the need persists. HCC currently anticipates serving approximately 30 children each day.</p>

American Rescue Plan (ARP) Act Checklist

Last updated: 7/26/2021

Ver. 1.02

Requesting Department: _____

Individual Submitting Request: _____

Date of Request: _____

Overarching Principles

Describe the need that was caused by COVID-19

The COVID 19 pandemic demonstrated the importance of child care to the economy and to families. As families struggled for options for their children, it became clear that the system was strained. Affordability, accessibility, and equity in quality care are problems to be addressed. Care for school age children can be even more of a struggle due to varying children's needs, school schedules, and parent work schedules. Quality, affordable before school, after school, and during school holidays care is challenging to find. Nearly 2/3 of school age students have parents working outside the home, yet approximately 25% are enrolled in child care or enrichment programs. According to the Afterschool Alliance, while 10.2 million children participate in afterschool programming an additional 19.4 million would if options were available.

Harlem Community Center (HCC) is requesting \$10,000 to be used to re-open its Kids Fun Club program. During the school year this program provides before school, after school, and schools day out care. During the summer, camp is offered. Kids Fun Club is open M-F from 6:30 am until 5:45 pm. HCC accepts funding from the State of Illinois Child Care Assistance Program which provides low income families child care subsidies to pay for care. Children will receive school bus transportation to/from the Center. Kids Fun Club will have its own room in the new HCC - an 860 sq ft space in order to allow for the appropriate social distancing for the program attendees. Funding will be used to provide the furniture and a combination of educational, fun and active learning materials. Children will be able to play outside on the school age playground equipment immediately outside their room. There is an identical additional classroom available should the program meet capacity and the need persists. HCC currently anticipates serving approximately 30 children each day.

Supporting Documentation

<i>Please provide a listing of supporting documents being submitted with this request:</i>
List of materials purchased from Lakeshore Learning

Eligibility Dating
<i>When is it anticipated that the costs will be incurred?</i>
Current but by December 2024

Public Health and Economic Impacts	Yes / No
<i>Does the cost relate to one of the following subcategories?</i>	
COVID-19 response and prevention	
Public health and safety staff	
Hiring state and local government staff	
Assistance to unemployed workers	
Contributions to state unemployment insurance trust funds	
Small businesses	
Nonprofits	Yes
Assistance to households	
Aid to impacted industries	
Expenses to improve efficacy of public health or economic relief programs	
Survivor's benefits	
Disproportionately impacted populations and communities	

Premium Pay	
<i>Are the following requirements met?</i>	
Is the employer eligible?	
Is the worker considered to be essential?	
Pay rates and maximums stay within the allowable amounts:	
- \$13/hour in additional wages above normal rate	
- \$25,000 per eligible worker	
- Total pay does not exceed 150 percent of average annual wage within relevant state	

Revenue Loss	
<i>Assuming there is a revenue loss determined via the allowed calculation:</i>	
Is the cost considered to be related to provision of government services?	
Cost is not related to debt service and related issuance costs	
Cost is not related to settlements or judgments	
Funds are not being used to replenish financial reserve funds	

Investments in Infrastructure	
<i>Is the cost related to one of the following subcategories:</i>	
Water system infrastructure	
Sewer system infrastructure	
Broadband infrastructure	

ARP Funds for Economic Impacts Program Application

HCC

BOARD MEMBER(S) APPLICATION SPONSOR(S):					
District #	County Board Member	Checkmark Sponsors	Amount (\$)	Board Member Signature	Date
1	Aaron Booker	<input type="checkbox"/>	\$		
2	Jim Webster	<input type="checkbox"/>	\$		
3	Steve Schultz	<input type="checkbox"/>	\$		
4	Brad Lindmark	<input type="checkbox"/>	\$		
5	Dave Tassoni	<input type="checkbox"/>	\$		
6	Keith McDonald	<input type="checkbox"/>	\$		
7	Paul Arena	<input checked="" type="checkbox"/>	\$10,000	<i>[Signature]</i>	11/18/24
8	John Butitta	<input type="checkbox"/>	\$		
9	Dave Kelley	<input type="checkbox"/>	\$		
10	Joe Hoffman	<input type="checkbox"/>	\$		
11	Kevin McCarthy	<input type="checkbox"/>	\$		
12	Jaime Salgado	<input type="checkbox"/>	\$		
13	Angie Goral	<input type="checkbox"/>	\$		
14	Tim Nabors	<input type="checkbox"/>	\$		
15	Burt Gerl	<input type="checkbox"/>	\$		
16	Jean Crosby	<input type="checkbox"/>	\$		
17	Fred Wescott	<input type="checkbox"/>	\$		
18	Dorothy Redd	<input type="checkbox"/>	\$		
19	Angela Fellars	<input type="checkbox"/>	\$		
20	John Sweeney	<input type="checkbox"/>	\$		

Please Return Application with all necessary documentation to:

Winnebago County
Regional Planning & Economic Development Department
Attn: Chris Dornbush
404 Elm Street, Room 403
Rockford, Illinois 61101

Phone: 815-319-4350

E-mail: cdornbush@rped.wincoil.gov

STATE OF ILLINOIS,
COUNTY OF WINNEBAGO } ss.

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

**RESOLUTION APPROVING THE AMERICAN RESCUE PLAN (ARP)
FUNDS FOR ECONOMIC IMPACT PROGRAM FOR THE CHAIRMAN'S
INITIATIVE GROUP FIVE (5) PROJECTS**

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

This 9TH DAY OF DECEMBER, 2022.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



SPONSORED BY: JOHN SWEENEY

**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
2022 CR 163**

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

**RESOLUTION APPROVING THE AMERICAN RESCUE PLAN (ARP) FUNDS FOR
ECONOMIC IMPACT PROGRAM FOR THE CHAIRMAN'S INITIATIVE
GROUP FIVE (5) PROJECTS**

WHEREAS, in 2021 the County of Winnebago, Illinois (County) became a recipient of American Rescue Plan Act (hereinafter "ARP") funds from the federal government to assist in combating the COVID-19 pandemic; and

WHEREAS, the County has determined that a portion of the award, one million dollars (\$1,000,000) of the total funds to be received, shall be used for economic development throughout the county due to the adverse impact of COVID-19; and

WHEREAS, the Economic Development Committee and the Winnebago County Board developed and approved the "American Rescue Plan (ARP) Funds for Economic Impact Program Policy" (Program) in order to define the process for the allocation of ARP funds on February 24, 2022 (2022-CR-012); and

WHEREAS, the Program provides Winnebago County Board Members the ability to allocate funds for projects within their district or within the geographic boundaries of Winnebago County, Illinois to assist with the negative economic impacts from COVID-19; and

WHEREAS, this Resolution further substantiates the Program Projects approved by the previously established County Board ARP Policy and the External Auditor's Review of the attached (Exhibit A) Projects listed.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board hereby approves the Program Projects listed as "Exhibit A, Chairman's Initiative Projects for Economic Impact, Group Five (5)", as outlined and approved in the, "American Rescue Plan (ARP) Funds for Economic Impact Program Policy and further approved by the external auditor to be ARP compliant.

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 of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, the County Administrator, the Chief Financial Officer, and the County Auditor.

Respectfully Submitted,
Economic Development Committee

AGREE

DISAGREE

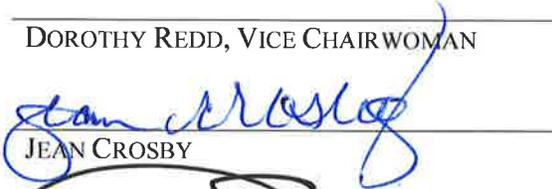


JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN



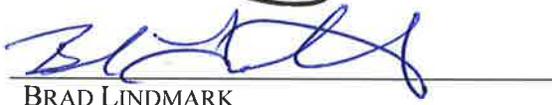
JEAN CROSBY

JEAN CROSBY



ANGELA FELLARS

ANGELA FELLARS



BRAD LINDMARK

BRAD LINDMARK



TIM NABORS

TIM NABORS



FRED WESCOTT

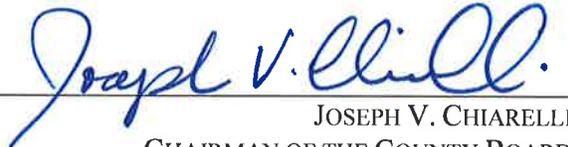
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 8th day of December 2022.

ATTESTED BY:



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



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

EXHIBIT A

Chairman's Initiative Projects For Economic Impact, Group Five (5)

PROJECT	BOARD MEMBER PARTICIPATION <i>(may vary)</i>	ANTICIPATED ALLOCATION AMOUNT <i>(may vary)</i>	PROPOSED USE
Community Life Center of Rockford	Dorothy Redd	\$ 19,525	Due to the catastrophic interruption of learning, recreational activities and mentorship programs caused by Covid-19, the Community Life Center of Rockford will provide innovative after school programs that is strategically designed to address the educational, recreational and social-emotional needs of our youth in, but not limited to Southwest Montague Heights quadrant of Rockford.
Northwest Neighbors	Angie Goral	\$ 20,000	<p>Christian Community Development organizations have validated the concept that the only meaningful and lasting change begins within a person, an organization, a neighborhood, or community, and develops outward from that core of beginning work.</p> <p>Our organization (NCCDC) in adopting and utilizing those principles and tools has begun working with, and beside, all those persons and organizations to effect change within the neighborhoods of northwest Rockford.</p> <p>Communication, social interaction, neighboring, and ongoing meaningful dialogue with all the constituents of neighborhoods is vital to successful, meaningful change.</p> <p>We have already been successful in engaging over 150 community members in creating and validating a new vision for the Healthcare requirements of Northwest Rockford and Winnebago County, and for the beginning of a newly created economic development vision for a positive adaptive reuse of the Mercy Health campus, within the corridor of Rockton Ave. - Auburn St. to Riverside Blvd.</p> <p>The funds received from this ARP Grant Program will be used to provide a staff person(s) to carry out an enlarged, enhanced neighborhood community engagement process. It will provide funds to further develop and support ongoing target neighborhood communications, focused community project meetings, and enlarge the number of active participants in our neighborhood's work, visioning, and target development projects. It will assist in the cost of maintaining a permanent service location in the heart of Northwest neighborhoods. Frugally budgeted, 12 months of services can be assisted from these funds.</p>
Rock River Valley Blood Center (RRVBC)	Kevin McCarthy, Fred Wescott, John Sweeney	\$ 10,000	<p>Purchase of a new bloodmobile to replace the 22-year old vehicle currently in use.</p> <p>The RRVBC currently collects over 30,000 units of whole blood each year, which serves over 90,000 patients annually in the Northern Illinois/Southern Wisconsin region. Between 40% and 50% of this blood is collected from "off-site" blood drives, the majority of which demand the use of a mobile blood collection vehicle.</p> <p>The average life expectancy of a bloodmobile is 10 to 12 years. Thanks to excellent stewardship, the current RRVBC bloodmobile has nearly doubled this average.</p> <p>Just as importantly, the majority of NEW blood donors are recruited and identified via off-site blood drives. Without a replacement vehicle, the recruitment of new blood donors is in jeopardy.</p>
Rockford North End	Angela Fellars	\$ 18,000	<p>Grant funding will be used to support and promote businesses in the Rockford North End to recover from lost sales due to COVID closures.</p> <p>Specifically, the funds will be used to build up existing charities and retail establishments such as the Friends of the Veterans Memorial Circle (501), West Side Showroom Theater, and events such as the Hot Chocolate Crawl, Tour De North End, and other holiday events hosted by the business association.</p>
Vietnam Veterans Honor Society	Fred Wescott	\$ 15,000	<p>We dedicated the Memorial at Midway Village in 2005 and have since added an Agent Orange wall to the original. It was the first in the country. We are also adding a Purple Heart Memorial on the site. WEE would use the grant money to maintain our memorial over the years and support our veterans who paid the ultimate price. WE have helped many veterans suffering from, PTSD.</p>
Winnebago County - Housing Study	Paul Arena	\$ 10,000	<p>To promote economic development, Winnebago County wishes to identify existing housing market conditions in order to facilitate policy development to provide a stable housing market focused on the needs of an expanding workforce.</p> <p>Stable housing to meet the needs of the workforce impact all areas of the area economy, including small and large businesses, the healthcare industry, workforce development sector, technology and service sectors. Further, the study would allow for rural and urban effect, uniquely possible through a county-wide lens.</p>

12

COMMITTEE: Economic Development

SUBJECT: Res.App. ARP Funds for Program

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL M.	✓				
2. BOOKER, AARON	✓				
3. BUTITTA, JOHN	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, ANGELA	✓				
6. GORAL, ANGIE	✓				
7. GUEVARA, JOHN M.	✓				
8. HANSERD, VALERIE	✓				
9. HOFFMAN, JOE C.	✓				
10. LINDMARK, BRAD	✓				
11. MCCARTHY, KEVIN	✓				
12. MCDONALD, KEITH	✓				
13. NABORS, TIMOTHY	✓				
14. PENNEY, JOHN	✓				
15. SALGADO, JAIME J.	✓				
16. SCROL, CHRISTOPHER	✓				
17. SWEENEY, JOHN F.	✓				
18. TASSONI, DAVE	✓				
19. THOMPSON, MICHAEL J.	✓				
20. WEBSTER, JIM	✓				
TOTALS <i>Unanimous vote</i>	20				



Office of the Secretary of State
 ilsos.gov

Business Entity Search

Entity Information

Entity Name	HARLEM COMMUNITY CENTER		
File Number	37059293	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	06-21-1957	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	06-27-2024	Annual Report Year	2024
Agent Information	SHANNON L SCHEFFEL 900 ROOSEVELT RD MACHESNEY PARK ,IL 61115-2104	Agent Change Date	07-23-2002

Services and More Information

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 21, 2024
Resolution Title: Resolution for Approval for Stop-Loss Insurance
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: Approx. \$1,300,000 for all group insurance vendors
If not, explain funding source:	
ORG/OBJ/Project Code: 48500 43171 Budget Impact: See below.	

Background Information: Stop-loss insurance, also referred to as excess insurance, is a type of coverage purchased by employers that are self-insured to limit their liability in the event of large, unpredictable, or catastrophic health claims.

Winnebago County purchases stop loss coverage to limit the County's risk on the group insurance plan both on a specific/individual basis. Our specific/individual deductible is \$200,000.

2025 Renewal: The Specific individual premium is increasing to \$55.69/month, the specific family premium is increasing to \$193.33. This is a 5.44% increase from the 2024 cost. We currently have 6 stop loss claimants that have exceeded the \$200,000 limit, there are 4 claimants that are over \$180,000 with 2 months remaining in 2024.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Stop Loss Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: January 1, 2025 – December 31, 2025

Legal Review: Done.

Follow-Up: The premium is paid monthly based on enrollment.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION FOR APPROVAL FOR STOP-LOSS INSURANCE

WHEREAS, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to employees and retirees; the County purchases a stop loss insurance plan to reinsure the County for medical claims which exceed \$200,000 on an a specific (per individual) basis; the County's Benefit Consultant recommends continuation of Tokio Marine HCC (TMHCC) for 2025; and,

WHEREAS, TMHCC has proposed the following rates to Winnebago County for administration of the stop loss coverage for 2025 not to exceed:

\$55.69 for Specific individual premium per month

\$193.33 for Specific family premium per month

This is an 5.44% increase from the 2024 rates.

This is will be an increase of \$81,566 from the 2024 cost.

See Resolution Exhibit A

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with TMHCC for the stop loss coverage for the self-insured Co-Pay/POS and HDHP medical plans for the year January 1, 2025 through December 31, 2025.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Tokio Marine HCC, 11100 Wayzata Blvd., Suite 350, Minnetonka, MN 55305, for administration of the stop loss coverage.

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

Respectfully Submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRPERSON

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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



Stop Loss Analysis

Winnebago County

Jeanette Rowan | October 23, 2024



Gallagher

Insurance | Risk Management | Consulting

Current Specific Stop Loss Deductible

\$200,000

Current Deductible: Specific Stop Loss Marketing



Illustrative Quote

Firm Quote

Firm Quote

Firm Quote

Illustrative Quote

Illustrative Quote

Illustrative Quote

Illustrative Quote

Winnebago County (1066 Employees)	Current	Initial Renewal	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	TMHCC	TMHCC	TMHCC	Voya Financial (24/12)	HM Insurance Group with 50% rate cap (24/12)	WellPoint Inc. (24/12)	Symetra Life Insurance (24/12)	Optum (24/12)	BCS Financial (24/12)
Specific Individual Stop Loss									
Contract Basis	24/12	Paid	Paid	24/12	24/12	24/12	24/12	24/12	24/12
Run-in Limit	No	No	No	No	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Renewal Rate Cap	50%	50%	50%	50%	50%	50%	50%	50%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Proposed Lasers	No	No	No	Yes	No	No	No	No	No
Laser 1				\$450,000					
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REINSURANCE COSTS									
Specific Premium									
Employee Only (540)	\$52.97	\$60.21	\$55.69	\$61.83	\$64.24	\$57.74	\$66.20	\$96.19	\$81.26
Employee + 1 (191)	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
Employee + 2 (or more) (335)	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
()	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Reinsurance Total	\$124,967	\$142,468	\$131,764	\$124,044	\$130,900	\$136,322	\$141,627	\$172,328	\$176,243
Annual Reinsurance Total	\$1,499,604	\$1,709,621	\$1,581,170	\$1,488,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
Dollar Increase From Current	N/A	\$210,017	\$81,566	-\$11,072	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	-0.74%	4.75%	9.09%	13.33%	37.90%	41.03%
ADDITIONAL CLAIMS RISK									
Additional Laser Liability and Agg Spec	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0
Total Dollar Increase From Current	N/A	\$210,017	\$81,566	\$238,928	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	15.93%	4.75%	9.09%	13.33%	37.90%	41.03%

Current Deductible: Additional Details



Illustrative Quote

Firm Quote

Firm Quote

Firm Quote

Illustrative Quote

Illustrative Quote

Illustrative Quote

Illustrative Quote

Winnabago County (1066 Employees)	Current	Initial Renewal	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	TMHCC	TMHCC	TMHCC	Voya Financial (24/12)	HM Insurance Group with 50% rate cap (24/12)	WellPoint Inc. (24/12)	Symetra Life Insurance (24/12)	Optum (24/12)	BCS Financial (24/12)
ISL Deductible	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Additional Stop Loss Items									
Claim Accumulation Basis ISL	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member	Per Member
Claim Reimbursement Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%
Retiree Coverage	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waive Actively at Work	Waived	Waived	Waived	Waived	Waived with disclosure	Waived with disclosure	Waived	Waived	Waived
ISL Advance Funding	Yes	Yes	Yes	Yes	No	Yes	No	No	No
Aggregate Accommodation	No	No	No	No	No	No	No	No	No
TLO-ISL	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
TLO-ASL	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included
Cost of Mirroring	Included	Included	Included	Included	Included	Included	Included	Included	Included
Commission Included in the Rates	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ISL Monthly Rate									
Employee Only	\$52.97	\$60.21	\$55.69	\$61.83	\$64.24	\$57.74	\$66.20	\$96.19	\$81.26
Employee + 1	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
Employee + 2 (or more)	\$183.20	\$209.04	\$193.33	\$172.35	\$182.91	\$199.89	\$201.29	\$228.87	\$251.64
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly ISL Premium	\$124,967	\$142,468	\$131,764	\$124,044	\$130,900	\$136,322	\$141,627	\$172,328	\$176,243
Annual ISL Premium	\$1,499,604	\$1,709,621	\$1,581,170	\$1,488,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
ASL Monthly Rate									
Employee Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee + 2 (or more)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly ASL Premium	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual ASL Premium	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PREMIUM TOTALS									
Monthly Total	\$124,967	\$142,468	\$131,764	\$124,044	\$130,900	\$136,322	\$141,627	\$172,328	\$176,243
Annual Total	\$1,499,604	\$1,709,621	\$1,581,170	\$1,488,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
Dollar Increase From Current	N/A	\$210,017	\$81,566	-\$11,072	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	-0.74%	4.75%	9.09%	13.33%	37.90%	41.03%
ADDITIONAL CLAIMS RISK									
Premium Total With Lasers and Agg Spec	\$1,499,604	\$1,709,621	\$1,581,170	\$1,738,532	\$1,570,803	\$1,635,861	\$1,699,518	\$2,067,939	\$2,114,916
Dollar Increase From Current	N/A	\$210,017	\$81,566	\$238,928	\$71,199	\$136,257	\$199,914	\$568,335	\$615,312
Percentage Increase From Current	N/A	14.00%	5.44%	15.93%	4.75%	9.09%	13.33%	37.90%	41.03%

Alternate Specific Stop Loss Deductible

From \$200,000 To \$225,000

Alternative Deductible: Specific Stop Loss Marketing



Firm Quote

Firm Quote

Firm Quote

Illustrative Quote

Winnabago County (1066 Employees)	Current TMHCC	Alternate 1 TMHCC	Alternate 2 Voya Financial (24/12)	Alternate 3 HM Insurance Group with 50% rate cap (24/12)	Alternate 4 WellPoint Inc. (24/12)
Specific Individual Stop Loss					
Contract Basis	24/12	Paid	24/12	24/12	24/12
Run-in Limit	No	No	No	No	No
Contract Includes	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Specific Deductible	\$200,000	\$225,000	\$225,000	\$220,000	\$220,000
Renewal Rate Cap	50%	50%	50%	50%	50%
No New Laser	Yes	Yes	Yes	Yes	Yes
Proposed Lasers	No	No	Yes	No	No
Laser 1			\$450,000		
Specific Annual Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Liability	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregating Specific Stop Loss (\$)	\$0	\$0	\$0	\$0	\$0
REINSURANCE COSTS					
Specific Premium					
Employee Only (540)	\$52.97	\$47.00	\$54.33	\$53.67	\$51.96
Employee + 1 (191)	\$183.20	\$170.20	\$151.23	\$154.82	\$179.72
Employee + 2 (or more) (335)	\$183.20	\$170.20	\$151.23	\$154.82	\$179.72
()	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Reinsurance Total	\$124,967	\$114,905	\$108,885	\$110,417	\$122,591
Annual Reinsurance Total	\$1,499,604	\$1,378,862	\$1,306,622	\$1,325,005	\$1,471,093
Dollar Increase From Current	N/A	-\$120,742	-\$192,982	-\$174,599	-\$28,511
Percentage Increase From Current	N/A	-8.05%	-12.87%	-11.64%	-1.90%
ADDITIONAL CLAIMS RISK					
Additional Laser Liability and Agg Spec	\$0	\$0	\$225,000	\$0	\$0
Total Dollar Increase From Current	N/A	-\$120,742	\$32,018	-\$174,599	-\$28,511
Percentage Increase From Current	N/A	-8.05%	2.14%	-11.64%	-1.90%



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 21, 2024
Resolution Title: RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$2,601,634
If not, explain funding source:		
ORG/OBJ/Project Code: 49400 43510	Budget Impact:	\$357,206

Background Information: Winnebago County purchases insurance coverage to limit the County's risk on the liability/casualty and property assets. We received a 16% increase on the renewal for 2024-2025, this increase is due the following reasons:

- County Claims Activity/Development
 - o Recent property claims totaling \$5.8 million
 - o Liability claim development exceeding \$3 million in past year
- Volatile Insurance Marketplace
 - o Fewer carriers insuring public entities
- Increased construction costs (inflation)
 - o Appraisals have resulted in a \$62 million increase in building property replacement costs
 - o Increasing the old Public Safety building by \$82 million for full replacement cost
- Other Contributing Factors
 - o Civil Unrest
 - o Law Enforcement Activity
 - o Nuclear Verdicts Impacting Umbrella Premiums
 - o Severe Losses from Convective Storms

The impact of Winnebago County's claim activity was significantly mitigated due to the pooling of risk with other members of the CIRMA pool.

Recommendation: County Administrator, Patrick Thompson, Chief Financial Officer, Steve Schultz and Human Resources Director, Debbie Crozier, have reviewed the Property and Casualty Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is year 4 with CIRMA.

Legal Review: Done.

Follow-Up: N/A

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

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

2024 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J.
GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE**

WHEREAS, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of the property and casualty insurance coverage; the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

WHEREAS, Arthur J. Gallagher & Co. has proposed the attached rates to Winnebago County for the property and casualty insurance coverage from December 1, 2024 thru November 30, 2025:

See Resolution Exhibit A – Premium Summary Recap for Details.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the property and casualty insurance coverage for December 1, 2024 through November 30, 2025.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with Arthur J. Gallagher & Co., 6838 East State Street, Suite 101, Rockford, IL 61108 for the property and casualty insurance coverage.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIRPERSON

VALERIE HANSERD, VICE CHAIRPERSON

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

PREMIUM SUMMARY

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		RENEWAL PROGRAM ESTIMATED COST		OPTIONAL RENEWAL PROGRAM ESTIMATED COST		\$ Change	% Change
Property	Premium	Primary: Lloyd's of London	\$526,992.00	Primary: Lloyd's of London	\$801,929.00	Primary: Lloyd's of London	\$801,929.00	\$274,937.00	52.2%
Excess Property	Premium	Travelers Indemnity Co	\$354,864.00	Travelers Indemnity Co	\$410,152.00	Travelers Indemnity Co	\$410,152.00	\$55,288.00	15.6%
Boiler & Machinery	Premium	Hartford Steam Boiler	\$46,183.00	Hartford Steam Boiler	\$17,776.00	Hartford Steam Boiler	\$17,776.00	(\$28,407.00)	-61.5%
Liability Package	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above	Lloyd's of London	Included in above		
Automobile	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above	Lloyd's of London	Included in above		
Umbrella/Excess (1st)	Premium	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$452,762.00	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$479,182.00	Old Republic Union Ins. Limit \$8MM xs \$2MM	\$479,182.00	\$26,420.00	5.8%
Administration Costs		CIRMA	\$95,986.00	CIRMA	\$112,581.00	CIRMA	\$112,581.00	\$16,595.00	17.3%
Loss Fund		CIRMA	\$200,000.00	CIRMA	\$222,500.00	CIRMA	\$222,500.00	\$22,500.00	11.3%
CIRMA TOTAL			\$1,679,039.00		\$2,046,320.00		\$2,046,320.00	\$367,281.00	21.9%
Umbrella/Excess (2nd)	Premium	Lexington Limit \$3MM xs \$10MM	\$281,000.00	Lexington Limit \$3MM xs \$10MM	\$353,500.00	Starstone Specialty Limit \$3MM xs \$10MM	\$254,375.00	(\$26,625.00)	-9.5%
	Taxes		\$9,947.00		\$12,390.00		\$9,005.00	(\$942.00)	-9.5%
Crime	Premium	Primary: Lloyd's of London Excess: Travelers Casualty & Surety Co.	Included in above \$2,252.00	Primary: Lloyd's of London Excess: Travelers Casualty & Surety Co.	Included in above \$2,200.00	Primary: Lloyd's of London Excess: Travelers Casualty & Surety Co.	Included in above \$2,200.00	(\$52.00)	-2.3%
Professional Liability (Health Department Only)	Premium	Columbia Casualty Company (CNA Insurance Companies)	\$27,500.00	Columbia Casualty Company (CNA Insurance Companies)	\$29,750.00	Columbia Casualty Company (CNA Insurance Companies)	\$29,750.00	\$2,250.00	8.2%
	Taxes		\$974.00		\$1,053.00		\$1,053.00	\$79.00	8.1%
Excess Workers' Compensation	Premium	Illinois Public Risk Fund Deductible \$400K per claim	\$167,817.00	Illinois Public Risk Fund Deductible \$400K per claim	\$178,989.00	Illinois Public Risk Fund Deductible \$400K per claim	\$178,989.00	\$11,172.00	6.7%
Administration Fee			\$5,035.00		\$5,370.00		\$5,370.00	\$335.00	6.7%
Broker Fee - AJG			\$73,116.00		\$76,771.80		\$76,771.80	\$3,655.80	5.0%
Total Estimated Program Cost			\$2,244,428.00		\$2,704,143.80		\$2,601,633.80	\$357,205.80	15.9%

Note: Additional Property Premium of \$50,723 is not included in the Expiring Premium



Resolution Executive Summary

CIP Projects

Prepared By: Purchasing on behalf of DoIT
Committee Name: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Purchase of Phone Call Distribution System Using CIP 25 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$56,040
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$56,040	
Over or Under approved amount? OVER By: \$ 5,975	
Reason for ARPA or CIP increase? Original quoted price was during our prior service contract; revised reflects our new licensing numbers.	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46586 Descriptor: Capital Project Fund/IT Equipment/ Email Archiver	
Budget Impact? \$ 62,015	

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 supports the existing Mitel Voice Over IP (VoIP) system for the County. Several departments utilize an Automated Call Distribution (ACD) system for taking constituent phone calls: Circuit Clerk, Animal Service and others. The current ACD system is no longer supported and requires an upgrade for continued support, as well as enhanced features found in the more modern system.

IP Communications, Inc. (IPC) is a local reseller and support agent for Mitel and has partnered with the County for nearly 20 years. The price quoted comes directly from Mitel through IPC, and is on the Sourcewell/NJPA collective agreement (120122-MBS), see Resolution Exhibit A.

Recommended By: Chief Information Officer, Dan Magers

Follow-Up Steps: Purchasing Department will issue Purchase Orders to IPC in the amount of \$62,015.

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

RESOLUTION AWARDING PURCHASE OF PHONE CALL DISTRIBUTION SYSTEM 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, WinCo DoIT supports the existing Mitel Voice Over IP (VoIP) system for the County. Several departments utilize an Automated Call Distribution (ACD) system for taking constituent phone calls: Circuit Clerk, Animal Service and others; and

WHEREAS, The current ACD system is no longer supported and requires an upgrade for continued support, as well as enhanced features found in the more modern system; and

WHEREAS, WinCO DoIT recommends IP Communications, Inc. which is a local reseller and support agent for Mitel and has partnered with the County for nearly 20 years. The price quoted comes directly from Mitel through IPC, and is on the Sourcewell/NJPA collective agreement (120122-MBS), see Resolution Exhibit A; 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

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

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

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

Resolution Exhibit A



County of Winnebago
400 W State St
Rockford IL 61101

Date 10/31/2024
Mitel
Sourcewell/NJPA Number 120122-MBS
IPC Tracking Number 565574

Description	Part	QTY	Each	NJPA Disc	NJPA Each	NJPA Ext
Contact Center Agentx1	52002931	7	882.00	40.00%	529.20	3,704.40
MultiMedia Agent License x1	54006789	28	661.50	40.00%	396.90	11,113.20
CC Advantage Software Assurance	54006933	9,398	1.00	40.00%	0.60	5,638.80
MiCC Business Sup & Report LL	53003452	1	1,750.00		1,750.00	1,750.00
MiCC Administering Your CC SS	53003457	1	325.00		325.00	325.00
CCM IN-PLACE UPGRADE & MiCC MULTIMEDIA	53003376	23364	1.00		1.00	23,364.00
IPC Labor Contact Center agent add	58445441	14	155.00		155.00	2,170.00
IPC Labor MM	58445441	90	155.00		155.00	13,950.00
Total						62,015.40

Upgrade planning

Upgrade of an existing, supported, CCM installation to latest release software
 Upgrade of 1 remote IVR server
 Retention of historical reporting data and current configuration
 Include upgrade validation testing

The Multi Media application will provide the following services

Up to 12 Queues total (Voice Chat/SMS/Email)
 Up to 29 named Multimedia agents
 1 business hour/ holiday schedule per queue
 Basic Inbound routing only (transfer to <->)
 Up to 4 agent answering groups per queue
 3 groups with 4 Queues each with Voice, Email, SMS and Chat

Excludes (unless added to order):

Virtual Agent Chat bot, Agent Assist (Google AI)
 Data Integration to End Customer systems via web services

Winnebago County Responsibility Prior to the upgrade

Servers (MiCC & IVR) to be upgraded must meet hardware and software requirements per release to upgraded Engineering's guide

The County would need to utilize a third-part SMS gateway provider (Twilio)

Labor T&M if Needed

Terms : Net 30

Customer:	Approved and Accepted by:IPC Communications
Authorized	Authorized
Signature:	Date: Signature:
Print Name	
and Title:	



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of DoIT
Committee: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Meeting Date: November 26, 2024
Resolution Title: Resolution Awarding Cybersecurity Backup Annual Licensing Using Department Funding

Was item budgeted? Yes	Amount Budgeted: \$128,442.10 Appropriation Amount: \$128,442.10
If not, explain funding source:	
ORG/OBJ/Project Code: 19500-43167	Descriptor: DoIT Software Subscriptions

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. This is the annual licensing for continued usage of our backup system.

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 a Purchase Order to CDWG in the amount of \$128,442.10.

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

RESOLUTION AWARDING CYBERSECURITY BACKUP ANNUAL LICENSING

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

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

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



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

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
NVMS914	4/3/2024	NVMS914	5336053	\$128,442.10

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Rubrik Foundation Edition License + Premium Support Mfg. Part#: RS-BT-FE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7144057	\$560.86	\$33,651.60
Rubrik Premium Support - extended service agreement - 1 month - shipment Mfg. Part#: RS-HW-SVC-PE-S2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7144894	\$3,148.55	\$3,148.55
RUBRIK RANSOMWARE INVESTIGATE LIC Mfg. Part#: RS-BT-RAD-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7156359	\$174.32	\$10,459.20
Rubrik Foundation Edition License + Premium Support Mfg. Part#: RS-BT-FE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7144057	\$560.86	\$33,651.60
Rubrik Premium Support - extended service agreement - 1 month - shipment Mfg. Part#: RS-HW-SVC-PE-S2 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7144894	\$3,148.55	\$3,148.55
RUBRIK BUS ED USABLE BETB SABLE LIC Mfg. Part#: RS-BT-BE-PE-PP Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	60	7144910	\$739.71	\$44,382.60

SUBTOTAL	\$128,442.10
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$128,442.10

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



Sales Contact Info

Philippe Stapp | (866) 551-9995 | philsta@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$128,442.10	\$3,634.91/Month	\$128,442.10	\$4,179.51/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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Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Purchase of Two Vehicle Pool Replacements Using CIP 2024 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$155,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$155,000	
Over or Under approved amount? UNDER	By: \$85,295
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46410-C2421 Descriptor: CIP 24-Automobile	
Budget Impact? \$69,705	

Background Information: The Purchasing Department manages a fleet of (12) vehicles for the Winnebago County Vehicle Pool. Within this vehicle pool, the following departments have vehicles, (5) Planning, (2) Public Defender and (5) the County Vehicle Pool which allows departments to request vehicles for various county business.

The intent of purchasing two vehicles will be that we sell two vehicles that each have about 170,000+ miles and shift vehicles around the entire 12 vehicle fleet to better accommodate the vehicle pool needs. The two new vehicles will go into the County Vehicle Fleet then shift two existing County Fleet Vehicles to the Planning Department.

Currently, we are requesting to purchase two vehicles. A 2023 Ford Edge that is available for immediate delivery from Rock River Ford, for \$35,968, a discounted price (See Resolution Exhibit A). The second vehicle request is a 2024 Ford Escape that is available for immediate delivery from Manning Ford for \$33,737, a discounted price (See Resolution Exhibit B).

Purchasing obtained three quotes to purchase both vehicle options (See Resolution Exhibit A and B). Quotes include dealer discounted pricing and government GSA pricing for vehicles. There is no additional outfitting required for these vehicles.

Recommended By: Hope Edwards, Director of Purchasing

Follow-Up Steps: Purchasing Department will issue Purchase Orders to obtain the vehicle purchases.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AWARDING PURCHASE OF TWO VEHICLE POOL REPLACEMENTS
USING CIP 24 FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, the Winnebago County Vehicle Pool requested the purchase of two vehicle replacements using CIP 24 funds; and

WHEREAS, the Purchasing Department obtained quotes for price and delivery, resulting in the lowest price and best lead time from Rock River Ford and Brad Manning Ford; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the Two Vehicle Pool Replacements, (Resolution Exhibit A and B) and recommends awarding the purchases to Rock River Ford and Brad Manning Ford., respectively.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders, on behalf of Winnebago County to Anderson Dealerships, Inc., DBA Rock River Ford, 224 North Alpine Road, Rockford, Illinois in the amount of \$35,968 and Brad Manning Ford, 402 Manning Drive, PO Box 428, Dekalb, IL in the amount of \$33,737.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

QUOTE TAB			
24NB-2375			
VEHICLE POOL REPLACEMENTS			
	Rock River Ford	Hamblock Ford	Manning Ford
2023 Ford Edge*	\$ 35,968	\$ 41,680	\$ 37,995
Total	\$ 35,968	\$ 41,680	\$ 37,995

ROCK RIVER BLOCKDate: 10/31/2024Salesperson: Mitch EdlerManager: Mitch EdlerCustomer ID #: 177639**FOR INTERNAL USE ONLY**

BUSINESS NAME	COUNTY OF WINNEBAGO	Home Phone :
CONTACT	404 ELM ST	
Address :	ROCKFORD, IL 61101	Work Phone : (815) 961-9648
	WINNEBAGO CO	
E-Mail :	cow@gmail.com	Cell Phone :

VEHICLE			
Stock # :	FT26494	New / Used :	New
		VIN :	2FMPK4G92PBA26494
		Mileage :	3350
Vehicle :	2023 Ford Edge	Color :	STONE BLUE META
Type :	SE 4dr All-Wheel Drive		K4G

Market Value Selling Price	<u>39,935.00</u>
Discount	<u>4,500.00</u>
Adjusted Price	<u>35,435.00</u>
Doc Fee	<u>358.03</u>
Non Tax Fees	<u>175.00</u>
Balance	<u>35,968.03</u>

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

QUOTE TAB			
24NB-2375			
VEHICLE POOL REPLACEMENTS			
	Manning Ford	Hamblock Ford	Rock River Ford
2024 Escape	\$ 33,737	\$ 35,750	\$ 35,778
Total	\$ 33,737	\$ 35,750	\$ 35,778



Date: 11/7/2024
Salesperson: Eric Kilmer
Manager: Eric Kilmer

FOR INTERNAL USE ONLY

CUSTOMER Winnebago County Home Phone :
404 ELM ST STE 202
Address : ROCKFORD, IL 61101 Work Phone : (815) 319-4386
WINNEBAGO
E-Mail : Cell Phone : (815) 319-4386

VEHICLE
Stock # : NSA63421 New / Used : New VIN : 1FMCU9MN0RUA63421 Mileage: 11
Vehicle : 2024 Ford Escape Color : Carbonized Gray
Type : ST-Line 4dr All-Wheel Drive U9M

Table with 2 columns: Description and Price. Rows include Market Value Selling Price (34,400.00), Discount (1,229.00), Adjusted Price (33,171.00), Taxable Fees (Estimated) (35.00), DealerDoc (358.03), Non Tax Fees (173.00), and Balance (33,737.03).

Customer Approval: Management Approval:
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department for Facilities
Committee Name: Operations and Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding LED Upgrades for Courthouse Garage Tunnel Using CIP 2024 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$60,000
If not, originally budgeted, explain the funding source?	N/A
If ARPA or CIP funded, original Board approved amount?	
Over or Under approved amount?	UNDER By: \$25,457
If ARPA funded, was it approved by Baker Tilly?	N/A
ORG/OBJ/Project Codes:	82200-46320-C2424 Descriptor:
Budget Impact?	\$34,542

Background Information: In September 2024, IFB #24B-2369 - LED Upgrades for the lower-level Courthouse Garage Tunnel went out for bid to upgrade the lighting in the parking garage. This project yielded four (4) bids, one being unresponsive. This pricing reflects the ComEd Rebate Discount Program and accounts for 115 light fixture replacements.

The lowest bid among the four (4) submissions for the Courthouse was also received from Helm Electric, See Resolution Exhibit A.

The Invitation for Bid was emailed to 40 potential bidders and local suppliers, including IBEW Local 364, Project First Rate, and was also publicly advertised in the RRStar and on County website.

Recommended By: Shawn Franks, Facilities

Follow-Up Steps: Purchasing Department will issue a purchase order to Helm Electric in the amount of \$34,542

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

RESOLUTION AWARDING LED UPGRADES FOR COURTHOUSE GARAGE TUNNEL USING CIP 2024 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 Courthouse garage needs upgraded LED lighting; and,

WHEREAS, the Winnebago County Purchasing Department accepted bids for LED Upgrades for Courthouse Garage Tunnel – Bid IFB#24B-2369; and

WHEREAS, bids were received from four vendors; and

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

HELM ELECTRIC
5280 11TH STREET
ROCKFORD, ILLINOIS 61109

(See Bid Tab, Resolution Exhibit A)

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 \$34,542, with HELM ELECTRIC, 5280 11TH STREET, ROCKFORD, ILLINOIS 61109.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 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

BID TAB

24B-2359 LED UPGRADES COURTHOUSE GARAGE TUNNEL

BID OPENING- OCTOBER 23, 2024 - 2:00 P.M.

VENDOR	OGNI GROUP Wood Dale, IL	HELM ELECTRIC Rockford, IL	WILSON ELECTRIC CO. Rockford, IL	DOMINION LIGHTING Elmhurst, IL
LABOR	\$49,448.00	\$25,933.85	\$27,000.00	Non-Responsive
MATERIALS	\$15,299.00	\$8,608.50	\$13,850.00	Non-Responsive
TOTAL	\$64,747.00	\$34,542.35	\$40,850.00	Non-Responsive



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for the States Attorney Office
Committee Name: Operations & Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Flooring Replacement for the States Attorney Office Using CIP 23 PSST Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$90,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$90,000	
Over or Under approved amount? OVER By: \$55,000	
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2332 Descriptor: CIP 23 PSST Funds Budget Impact? \$145,000	

Background Information: The flooring in the States Attorney 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 requested for the bid specifications 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 minimal wear and tear on high traffic surface areas. The flooring was submitted to be replaced using CIP 23 PSST Funds.

This project 24B-2366 yielded (4) bids with the lowest bid received from Benchmark Flooring, Inc. (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 mandatory and we had 7 attendees representing 7 companies.

Recommended By: The States Attorney Office and Facilities Department

Follow-Up Steps: Purchasing will prepare the Purchase Order to Benchmark Flooring Inc. in the amount of \$145,000.

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

RESOLUTION AWARDING FLOORING REPLACEMENT FOR THE STATES ATTORNEY OFFICE USING CIP 23 PSST 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 States Attorney Office is in need of flooring replacement; and,

WHEREAS, the County went out for Bid #24B-2366 Flooring Replacement at States Attorney 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:

Benchmark Flooring, Inc.
8197 Commerce Drive
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 \$145,000 to Benchmark Flooring Inc, 8197 Commerce Drive, Loves Park, Illinois 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 States Attorney Office, 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

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

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

LORI GUMMOW

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



WINNEBAGO COUNTY
ILLINOIS

BID TAB

24B-2366 FLOORING REPLACEMENT AT WINNEBAGO STATES ATTORNEY OFFICE

BID OPENING - OCTOBER 16, 2024@ 10:00 AM

VENDOR NAME	Benchmark Flooring Inc. Loves Park, IL	Boss Carpet One LLC Dixon, IL	Carpet Mill Outlet USA Roscoe, IL	Tiles In Styles DBA TAZA South Holland, IL
5TH FLOOR OFFICE CARPET COST	\$14,225	\$15,235	\$23,739	\$38,037
5TH FLOOR PUBLIC SPACE CARPET COST	\$6,100	\$7,920	\$9,387	\$16,887
5TH FLOOR LVT COST	\$700	\$1,010	\$1,703	\$3,786
6TH FLOOR OFFICE CARPET COST	\$29,750	\$38,720	\$45,985	\$43,853
6TH FLOOR PUBLIC SPACE CARPET COST	\$14,000	\$16,645	\$18,503	\$22,864
6TH FLOOR LVT COST	\$7,000	\$14,850	\$13,867	\$16,750
7TH FLOOR OFFICE CARPET COST	\$29,347	\$32,895	\$39,200	\$55,006
7TH FLOOR PUBLIC SPACE CARPET COST	\$12,578	\$15,150	\$14,775	\$59,250
7TH FLOOR LVT COST	\$11,000	\$19,210	\$17,446	\$24,454
8TH FLOOR OFFICE CARPET COST	\$13,425	\$17,375	\$21,404	\$23,142
8TH FLOOR PUBLIC SPACE CARPET COST	\$5,975	\$6,955	\$6,827	\$8,259
8TH FLOOR LVT COST	\$900	\$2,500	\$1,708	\$3,950
TOTAL PROJECT COST	\$145,000	\$169,600	\$214,544	\$316,238



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department
Committee Name: Operations & Administrative Committee
Committee Date: November 21, 2024
Board Date: November 26, 2024
Resolution Title: Resolution Awarding Public Safety Building Design-Build Contract to Ringland-Johnson Construction Using ARPA Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$32,000,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$32,000,000	
Over or Under approved amount? N/A By: \$0.00	
Reason for ARPA or CIP increase?	
If ARPA funded, was it approved by Baker Tilly? YES	
ORG/OBJ/Project Codes: 61300-46320-RP028 - \$24,121,465 Descriptor: ARPA Funds \$7,879,535 CIP Funds	
Budget Impact? \$32,000,000	

Background Information: The Public Safety Building Design-Build project involved several key committee members across multiple departments who worked closely with Huffman & Keel Partners and consultants to develop the priorities for this project.

As you recall, those include a new Family Court Center, MEP Infrastructure upgrades and demolition of the existing third and fourth floors for future use.

In April of 2024, Purchasing issued RFP #24P-2320. Five (5) submissions were received (See Resolution Exhibit A). As a part of the design-build process, the evaluation team short listed to three (3) finalists in the procurement process. It was an extensive process with multiple site visits, issuing clarifications, scheduling presentations and committee evaluation meetings. The evaluations pointed to awarding the design-build contract to Ringland-Johnson Construction.

Upon receiving Operations & Administrative recommendations, staff proceeded through contract negotiations with Ringland-Johnson Construction. The State's Attorney Office and Private Counsel reviewed the attached AIA (See Resolution Exhibit B).

This project will first expend all available ARPA funds with the remainder of the project to be funded with CIP funds.

Recommended By: Evaluators and Project Sub-Committee

Follow-Up Steps: Purchasing will execute the attached contract and route for appropriate signatures.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AWARDING PUBLIC SAFETY BUILDING DESIGN-BUILD CONTRACT TO
RINGLAND-JOHNSON CONSTRUCTION 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 renovating the Public Safety Building; and,

WHEREAS, the County will enter into an agreement with Ringland-Johnson Construction for the Public Safety Building design-build contract;

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:

**RINGLAND-JOHNSON CONSTRUCTION
1725 HUNTWOOD DRIVE
CHERRY VALLEY, IL 61016**

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 \$32,000,000 to Ringland-Johnson Construction 1725 Huntwood Drive, Cherry Valley, IL 61016.

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, 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

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

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

LORI GUMMOW

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

PROPOSAL TAB

24P-2320 PUBLIC SAFETY BUILDING DESIGN BUILD PROJECT PHASE I

Friday, June 7, 2024 - 2:00 PM

General Contractor	Ringland-Johnson Construction	Sjostrom & Sons, Inc.	Stenstrom Construction Group	Harbour Contractors, Inc.	Scandroli Construction
Design Sub-Contractor	1919 Architects	Angus-Young Associates, Inc.	Venture Architects	Farnsworth Group	Larson & Darby



AIA[®] Document A141[®] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 26th day of November in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Winnebago County
404 Elm Street
Rockford, Illinois 61101

and the Design-Builder:
(Name, legal status, address and other information)

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

for the following Project:
(Name, location and detailed description)

Develop a comprehensive design plan for a new mechanical, plumbing, fire protection and electrical system, the first and second floor buildouts for the family courts center and demo of the third and fourth floor and implement the construction of said plan.
Winnebago County Public Safety Building.
20 West State Street
Rockford, Illinois 61101

The Owner and Design-Builder agree as follows.

Owner is an Illinois County. This Contract is the result of the award of a Request for Proposal issued by Owner pursuant to the provisions of the Illinois Local Government Professional Services Selection Act pertaining to public contracts, particularly the provision of 55 ILCS 5-45 (the County Design-Build Authorization Act). The Request for Proposal, all Owner issued Addenda thereto, this Agreement, and Design Builder's Proposal form a part of this Contract. The terms of Illinois statutes applicable hereto and policies of the Owner shall govern all terms and conditions of this Contract as though fully set forth herein.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

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4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
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12	COPYRIGHTS AND LICENSES
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15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

- 1.) Infrastructure Basis of Design Docs
- 2.) Family Courts Center Schematic Floor plan.
- 3.) Demo of third and fourth floors.

Init.

/

§ 1.1.2 The Owner’s design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner’s design requirements, including any performance specifications for the Project.) as provided for in Owners RFP and Design Builder’s proposals which are incorporated herein by reference.

§ 1.1.3 The Project’s physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.4 The Owner’s anticipated Sustainable Objective for the Project, if any:
(Identify the Owner’s Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner’s Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder’s services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

§ 1.1.6 The Owner’s budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner’s budget, and if known, a line item breakdown of costs.)

\$32,000,000.00

§ 1.1.7 The Owner’s design and construction milestone dates: [Need preliminary Schedule]

.1 Design phase milestone dates:

.2 Submission of Design-Builder Proposal:

.3 Phased completion dates:

.4 Substantial Completion date:

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

1919 Architects
4000 Morsay Drive
Rockford, IL 61107
Attn: Zach Enderle, AIA
zach@1919architects.com

.2 Consultants

RJ Design Plus, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016
Attn: Scott Mutton
smutton@ringland.com

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Chris Dornbush
Chief Operating Officer
Winnebago County
404 Elm Street
Rockford, Illinois 61101
Cdornbush@admin.wincoil.gov

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:
(List name, address and other information.)

Ted Seele
Tseele@fm.wincoil.com
Jeff Duesterbeck
Jeffd@huffmankeel.com
Shawn Franks
sfranks@fm.wincoil.com

§ 1.2.3 The Owner will retain the consultants and separate contractors for:
(List discipline, scope of work, and, if known, identify by name and address.)

Environmental Survey and any asbestos removal

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner’s nor the Design-Builder’s representative shall be changed without ten days’ written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Owner shall pay Design Builder an amount not to exceed \$1,642,888.00 for all design costs which shall include, but not be limited to, all professional fees for the architect and engineering fees through the bid process. The Preliminary Budget Estimate as of October 4, 2024 is attached hereto as Exhibit 1. General Requirements for preconstruction services will also be incurred prior to finalization of Guaranteed Maximum Price.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable within 45 days of presentation of the Design-Builder’s invoice. Amounts unpaid (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first. Reimbursable invoices and receipts are to be provided with each monthly billing.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct weekly meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;

- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is not to exceed a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates including a monthly job cost detail report outlining labor (hrs, rates), material, equipment, and other.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Project schedule will show critical path as well as relationships tying activities to one another.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 **Contingent Assignment of Agreements**

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

Guaranteed Maximum Contract Amendment in substantially the form of Exhibit A attached hereto.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;

- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques,

sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, if any, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14. Design builder is to include contingencies and or allowances in their budget to account for unknown conditions.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. An equitable adjustment to the Contract Sum and Contract Time shall be made to accommodate any increased costs and/or time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's complete costs of Work, including but not limited to, costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2. Detailed backup must be provided for all costs incurred against each allowance.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.6.4 The Guaranteed Maximum Price shall include a designated contingency amount (the "Construction Contingency Allowance") for the Design-Builder's exclusive use to cover those costs otherwise unaccounted for but constituting a Cost of the Work and not included in a Change Order, with such reimbursables charged against the Construction Contingency Allowance to include all costs constituting Cost of Work, such as costs for materials, labor, general requirements, fee, etc. The Construction Contingency Allowance shall not be utilized for costs that should be reflected within an allowance or by Change Order, for example but not limited to, Owner-directed changes of scope or upgrades, severe weather conditions, and the like. The Design-Builder shall keep a record of all costs charged against the Construction Contingency Allowance and reflect usage on each monthly pay application.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build

Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until

the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values for review and approval by the Owner, allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require; provided, however, Design-Builder shall have the right to make changes to individual line items within the schedule of values so long as the Guarantee Maximum Prices is not exceeded. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such

as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.
- .8 Failure to provide the appropriate job cost backup, including but not limited to: detailed job cost reports, sub pay applications, receipts, etc.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the

rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's

licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or

employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

(Paragraphs deleted)

§ 14.4 Intentionally Deleted

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 16.1 By signing the A141-2014 as revised, the Design-Builder hereby represents that (a) it has not employed or retained any company or person, working primarily for the Architect, to solicit or secure this agreement by improperly influencing the Owner or any of its employees in any professional service procurement process; (b) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Design-Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement; and (c) it understands that for the violation of this provision, the Owner shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 16.2 By signing the A141-2014 as revised, the Design-Builder hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Design-Builder will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Builder agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

ARTICLE 17 SCOPE OF THE AGREEMENT

§ 17.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, GMP, Design-Build Amendment (DRAFT),
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 BIM Execution Plan, Exhibit
- .5 Owner's Request for Proposal Design Builder's Proposal including:

Exhibit E – Project Schedule
Exhibit F – Drawings
Exhibit G – RJC Professional Staff Billing Rates
Exhibit H – RJC Equipment Rental Billing Rates
Exhibit I – RJC Response to RFP Phase 1
Exhibit J – RJC Response to RFP Phase 2
Exhibit K – RJC Interview Presentation
Exhibit L – RJC Clarification Response
Exhibit 1 – RJC Preliminary Budget Estimate

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

DESIGN-BUILDER (Signature)

Init.

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User Notes:

(846477369)

Joseph V. Chiarelli, Winnebago County Chairman
(Printed name and title)

Brent B. Johnson, President & CEO
(Printed name and title)



(Table deleted)(Paragraphs deleted)

EXHIBIT #1

 Winnebago County Public Safety Building RJC Preliminary Budget Estimate 11/26/2024 (rev 0)			
	Description		Budget
1			
2	Design Costs		\$ 1,642,888
3			
4	Demolition (1-4)		\$ 2,034,136
5			
6	1st Floor Interiors		\$ 665,914
7			
8	2nd Floor Interiors		\$ 3,642,765
9			
10	Other Building Items		
11	Courtroom Casework		\$ 1,700,000
12	Furniture		\$ 979,555
13	Elevators (4 New)		\$ 1,108,000
14	Subtotals - Courtroom Casework and Furniture		\$ 3,787,555
15			
16	MEP		
17	Fire Protection		\$ 700,730
18	Plumbing		\$ 1,050,000
19	HVAC		\$ 9,030,000
20	Electrical		\$ 5,110,000
21	Security, Communication Low voltage		\$ 901,503
22	Subtotals - MEP		\$ 16,792,233
23			
24	Indirect Costs		
25	General Requirements		\$ 1,264,493
26	Permits- City of Rockford	1.20%	\$ 307,117
27	Insurance	0.85%	\$ 256,165
28	Payment and Performance Bonds	1.13%	\$ 361,023
29	Totals - Indirect Cost		\$ 2,188,798
30			
31	Design Builder Fee	3.25%	\$ 1,000,000
32			
33	Construction Contingency Allowance (CCA)	3.00%	\$ 721,817
34			
35	Target Value Savings		\$ (476,106)
36			
37	Preliminary Design-Build Budget		\$ 32,000,000

GMP Target	\$ 32,000,000
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NOTE: Individual line items may vary, only the total is guaranteed.

Alternates	Budget
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1	Const. Contingency Allowance (Balance)	Incl. Above	N/A
2	Payment & Performance Bonds (DB)	Incl. Above	N/A
3	Windows	Add	\$ 1,800,000
4	Insulate Under 3rd Floor Overhang	Add	\$ 664,000
5	Recommended VRF HVAC System	Deduct	\$ (2,250,000)

Init.

User Notes:

Additions and Deletions Report for

AIA® Document A141® – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:44:12 ET on 11/21/2024.

PAGE 1

AGREEMENT made as of the 26th day of November in the year 2024

...

Winnebago County
404 Elm Street
Rockford, Illinois 61101

...

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

...

Develop a comprehensive design plan for a new mechanical, plumbing, fire protection and electrical system, the first and second floor buildouts for the family courts center and demo of the third and fourth floor and implement the construction of said plan.

Winnebago County Public Safety Building.
20 West State Street
Rockford, Illinois 61101

The Owner and Design-Builder agree as follows.

Owner is an Illinois County. This Contract is the result of the award of a Request for Proposal issued by Owner pursuant to the provisions of the Illinois Local Government Professional Services Selection Act pertaining to public contracts, particularly the provision of 55 ILCS 5-45 (the County Design-Build Authorization Act). The Request for Proposal, all Owner issued Addenda thereto, this Agreement, and Design Builder's Proposal form a part of this Contract. The terms of Illinois statutes applicable hereto and policies of the Owner shall govern all terms and conditions of this Contract as though fully set forth herein.

PAGE 2

- 1.) Infrastructure Basis of Design Docs
- 2.) Family Courts Center Schematic Floor plan.
- 3.) Demo of third and fourth floors.

PAGE 3

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.) as provided for in Owners RFP and Design Builder's proposals which are incorporated herein by reference.

...

\$32,000,000.00

§ 1.1.7 The Owner’s design and construction milestone dates: [Need preliminary Schedule]
PAGE 4

1919 Architects
4000 Morsay Drive
Rockford, IL 61107
Attn: Zach Enderle, AIA
zach@1919architects.com

RJ Design Plus, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016
Attn: Scott Mutton
smutton@ringland.com

...

§ 1.1.12 If the Owner and Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, ~~or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including~~ they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

...

Chris Dornbush
Chief Operating Officer
Winnebago County
404 Elm Street
Rockford, Illinois 61101
Cdornbush@admin.wincoil.gov

PAGE 5

Ted Seele
Tseele@fm.wincoil.com
Jeff Duesterbeck
Jeffd@huffmankeel.com
Shawn Franks
sfranks@fm.wincoil.com

§ 1.2.3 The Owner will retain the following consultants and separate ~~contractors~~ contractors for:

...

Environmental Survey and any asbestos removal

...

Litigation in a court of competent jurisdiction
PAGE 7

Owner shall pay Design Builder an amount not to exceed \$1,642,888.00 for all design costs which shall include, but not be limited to, all professional fees for the architect and engineering fees through the bid process. The Preliminary Budget Estimate as of October 4, 2024 is attached hereto as Exhibit 1. General Requirements for preconstruction services will also be incurred prior to finalization of Guaranteed Maximum Price.

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent (0 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable ~~upon~~ within 45 days of presentation of the Design-Builder's invoice. Amounts unpaid (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

1 % per month

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first. Reimbursable invoices and receipts are to be provided with each monthly billing.

PAGE 8

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct ~~periodic~~ weekly meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

PAGE 9

§ 3.1.8.2 In addition, where the Contract Sum is ~~the Cost of the Work with or without~~ not to exceed a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

...

- 3** Cost summary, comparing actual costs to updated cost estimates. ~~estimates including a monthly job cost detail report outlining labor (hrs, rates), material, equipment, and other.~~

...

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Project schedule will show critical path as well as relationships tying activities to one another.

PAGE 11

Guaranteed Maximum Contract Amendment in substantially the form of Exhibit A attached hereto.

PAGE 13

The Design-Builder shall pay sales, consumer, use and similar taxes, if any, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

...

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14. Design builder is to include contingencies and or allowances in their budget to account for unknown conditions.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in An equitable adjustment to the Contract Sum and Contract Time shall be made to accommodate any increased costs and/or time arising from the existence of such remains or features may be made as provided in Article 14.

PAGE 14

- 2** the Design-Builder's complete costs of Work, including but not limited to, costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; amounts; and
- 3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2. Detailed backup must be provided for all costs incurred against each allowance.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.6.4 The Guaranteed Maximum Price shall include a designated contingency amount (the "Construction Contingency Allowance") for the Design-Builder's exclusive use to cover those costs otherwise unaccounted for but constituting a Cost of the Work and not included in a Change Order, with such reimbursables charged against the Construction Contingency Allowance to include all costs constituting Cost of Work, such as costs for materials, labor, general requirements, fee, etc. The Construction Contingency Allowance shall not be utilized for costs that should be reflected within an allowance or by Change Order, for example but not limited to, Owner-directed changes of scope or upgrades, severe weather conditions, and the like. The Design-Builder shall keep a record of all costs charged against the Construction Contingency Allowance and reflect usage on each monthly pay application.

PAGE 16

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's ~~delays, improperly timed activities~~ delays or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

PAGE 20

Where the Contract Sum is based on a ~~stipulated sum~~ or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of

values for review and approval by the Owner, allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may ~~require~~ require; provided, however, Design-Builder shall have the right to make changes to individual line items within the schedule of values so long as the Guarantee Maximum Prices is not exceeded. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

PAGE 21

- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.
- .8 Failure to provide the appropriate job cost backup, including but not limited to: detailed job cost reports, sub pay applications, receipts, etc.

PAGE 32

~~§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.~~

~~§ 14.4 Arbitration~~

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.~~

~~§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 14.4.4 Consolidation or Joinder~~

~~§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 14.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 14.4.4.3~~ ~~The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.~~
~~§ 14.4 Intentionally Deleted~~
PAGE 34

ARTICLE 16 SCOPE OF THE AGREEMENTSPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 16.1 By signing the A141-2014 as revised, the Design-Builder hereby represents that (a) it has not employed or retained any company or person, working primarily for the Architect, to solicit or secure this agreement by improperly influencing the Owner or any of its employees in any professional service procurement process; (b) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Design-Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement; and (c) it understands that for the violation of this provision, the Owner shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 16.2 By signing the A141-2014 as revised, the Design-Builder hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Design-Builder will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Builder agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

ARTICLE 17 SCOPE OF THE AGREEMENT

§ 17.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, GMP, Design-Build Amendment (DRAFT),
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 BIM Execution Plan, Exhibit
- .5 Owner's Request for Proposal Design Builder's Proposal including:

Exhibit E – Project Schedule

Exhibit F – Drawings

Exhibit G – RJC Professional Staff Billing Rates

Exhibit H – RJC Equipment Rental Billing Rates

Exhibit I – RJC Response to RFP Phase 1

Exhibit J – RJC Response to RFP Phase 2

Exhibit K – RJC Interview Presentation

Exhibit L – RJC Clarification Response

Exhibit 1 – RJC Preliminary Budget Estimate

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Joseph V. Chiarelli, Winnebago County Chairman
(Printed name and title)

DESIGN-BUILDER (Signature)

Brent B. Johnson, President & CEO
(Printed name and title)



§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™ 2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™ 2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™ 2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E202™ 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:

.6 Other:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brent B. Johnson, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:44:12 ET on 11/21/2024 under Order No. 4104245143 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the day of in the year (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Winnebago County Public Safety Building
420 West State Street
Rockford, Illinois 61101

THE OWNER:

(Name, legal status and address)

Winnebago County
404 Elm Street
Rockford, IL 61101

THE DESIGN-BUILDER:

(Name, legal status and address)

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ **A.1.1** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

[] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum - Not Applicable

(Table deleted)

(Paragraphs deleted)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee - Not Applicable

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Lump sum \$1,000,000 for the GMP (up to \$32,000,000), plus 3.25% to the GMP exceeds said amount.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 21st day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than 21 days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum - Not Applicable

(Paragraphs deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee - Not Applicable

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the

Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Less retainage of 5%.
- .4 Add Design-Builder's Fee. Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .5 Subtract retainage of 5% from that portion of the Work that the Design-Builder self-performs, designs costs, insurance, bonds (if applicable), and Design-Builder's General Requirements;
- .6 Subtract the aggregate of previous payments made by the Owner;
- .7 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .8 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

Upon Substantial Completion, all retainage shall be released less an amount equal to 150% of the estimated cost of any punch list items.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

Init.

/

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

- .1 Allowances *(see §5.6 of A141 Design-Build Agreement)*
- .2 Contingencies *(see §5.6.4 of A141 Design-Build Agreement)*

§ A.3.1.6 Design-Builder's assumptions and clarifications:

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

- .1 Superintendent
- .2 Project Manager
- .3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel
(Paragraphs deleted)

wherever stationed, to the extent of time spent on Project.

(Table deleted)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary

benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ **A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply

of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)



Additions and Deletions Report for AIA® Document A141® – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:44:16 ET on 11/21/2024.

PAGE 1

Winnebago County Public Safety Building
420 West State Street
Rockford, Illinois 61101

...

Winnebago County
404 Elm Street
Rockford, IL 61101

...

Ringland-Johnson, Inc.
1725 Huntwood Drive
Cherry Valley, IL 61016

PAGE 2

[] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

§ A.1.2 Stipulated Sum - Not Applicable

§ A.1.2.1 The Stipulated Sum shall be ~~(\$)~~, subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee - Not Applicable

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

...

Lump sum \$1,000,000 for the GMP (up to \$32,000,000), plus 3.25% to the GMP exceeds said amount.

PAGE 3

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 21st day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than (—) 21 days after the Owner receives the Application for Payment.

...

§ A.1.5.2 Progress Payments—Stipulated Sum - *Not Applicable*

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1** — Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of — percent (—%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2** — Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (—%);
- .3** — Subtract the aggregate of previous payments made by the Owner; and
- .4** — Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1** — Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2** — Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee - Not Applicable

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design Builder through the end of the period covered by the Application for Payment and for which Design Builder has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~.2 Add the Design Builder's Fee, less retainage of percent (%). The Design Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of percent (%) from that portion of the Work that the Design Builder self performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design Builder shall execute agreements in accordance with those terms.~~

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- ~~.3 Add the Design Builder's Fee, less retainage of percent (%). The Less retainage of 5%.~~
- ~~.4 Add Design-Builder's Fee. Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.4~~ .5 ~~Subtract retainage of percent (%)~~ 5% ~~from that portion of the Work that the Design-Builder self performs;~~ self-performs, designs costs, insurance, bonds (if applicable), and Design-Builder's General Requirements;
- ~~.5~~ .6 ~~Subtract the aggregate of previous payments made by the Owner;~~
- ~~.6~~ .7 ~~Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.7~~ .8 ~~Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

Upon Substantial Completion, all retainage shall be released less an amount equal to 150% of the estimated cost of any punch list items.

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Number	Title	Date
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<u>Title</u>	<u>Date</u>
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- .1 Allowances (see §5.6 of A141 Design-Build Agreement)

.2 Contingencies (*see §5.6.4 of A141 Design-Build Agreement*)

...

§ A.5.1.1.2 ~~With the Owner's prior approval, wages~~ Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

wherever stationed, to the extent of time spent on Project.

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brent B. Johnson, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:44:16 ET on 11/21/2024 under Order No. 4104245143 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®]

Document A141[®] – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

Winnebago County Public Safety Building
20 West State Street
Rockford, IL 61101

THE OWNER:

(Name, legal status and address)

Winnebago County
404 Elm Street
Rockford, Illinois 61101

THE DESIGN-BUILDER:

(Name, legal status and address)

Ringland-Johnson, Inc.
1725 Huntwood Dr.
Cherry Valley, IL 61016

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 26th day of November in the year 2024.

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 DESIGN BUILDER’S INSURANCE AND BONDS**
- B.3 OWNER’S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.2.1.1 Commercial General Liability with policy limits of not less than \$5 million for each occurrence and \$5 million in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than \$2 million per claim and \$2 million in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

\$2 million per accident/aggregate limit

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$2 million per claim and \$2 million in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than \$1 million per claim and \$1 million in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than \$2 million per claim and \$2 million in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
To be included in budget.	

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner and, as additional insureds, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ **B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ **B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ **B.3.2.3** If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ **B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ **B.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ **B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ **B.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ **B.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any

applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner’s exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

- Design-Builder’s insurance coverages to be billed at 0.85% of Cost of Work (excludes builder’s risk.)
- Bonds to be included in budget.

OWNER *(Signature)*

Joseph V. Chiarelli, Winnebago County Chairman
(Printed name and title)

DESIGN-BUILDER *(Signature)*

Brent B. Johnson, President & CEO
(Printed name and title)

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 18, 2024
Resolution Title: Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners – NDIL
County Code: Not applicable
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$306,686.00
If not, explain funding source: Department of Justice, Bureau of Justice Assistance	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

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

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

- | | |
|---|-----------|
| 1) Agreement with the U.S Department of Justice | \$306,686 |
| 2) Sub-award Agreement with Cook County State’s Attorney’s Office | \$162,516 |
| 3) Sub-award Agreement with Illinois Department of Corrections | \$109,305 |

Contract/Agreement: See attached.

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

Follow-Up: Not Applicable

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

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

2024 CR

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

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

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

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

61400-various-PSXXX

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in the dollar amount of three hundred six thousand six hundred eighty-six dollars (\$306,686.00), and sub-agreements with the COOK COUNTY STATES ATTORNEY’S OFFICE in the amount of one hundred sixty-two thousand five hundred sixteen dollars (\$162,516.00), the ILLINOIS DEPARTMENT OF CORRECTIONS in the amount of one hundred nine thousand three hundred five dollars (\$109,305.00).

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

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Public Safety & Judiciary Committee
Committee Date:	November 18, 2024
Resolution Title:	Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners
Board Meeting Date:	November 26, 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: 10/01/24 – 09/30/27	
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?	
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: Yes, however 25k of each subaward as awarded.	
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? Two (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:	

RESOLUTION EXHIBIT A

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance



Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF WINNEBAGO 404 ELM ST
City, State and Zip:	ROCKFORD, IL 61101
Recipient UEI:	SBEVXUKXKGG3
Project Title: Project Safe Neighborhoods - Northern District of Illinois - FY24	Award Number: 15PBJA-24-GG-04006-GUNP
Solicitation Title: BJA FY24 Project Safe Neighborhoods Formula Grant Program	
Federal Award Amount: \$306,686.00	Federal Award Date: 9/27/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: <input type="radio"/>	
Assistance Listing: 16.609 - Project Safe Neighborhoods	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: <p>The United States Attorney's Office for the Northern District of Illinois (NDIL) Project Safe Neighborhoods (PSN) Task Force has a collaborative, comprehensive strategy to address all four PSN Design Features which includes activity related to gun trafficking, gun and gang violence, prosecution, felon recidivism, and youth violence intervention and prevention in Chicago and Rockford during the project period of October 1, 2024, to September 31, 2027. In Chicago, the focus is on the seven most violent police districts: South Shore, Englewood, Back of the Yards, Lawndale, Garfield Park, Austin, and Auburn/Gresham. Rockford will address citywide crime reduction. The overarching goal is to prevent crime before it happens by targeting high-risk individuals and areas. Additionally, the NDIL has a research partner as a member of the PSN Task Force not funded under PSN.</p> <p>Building on previous PSN efforts, Fiscal Year 2024 funds will be used to increase awareness of procedural justice, reduce violent crime, and strengthen interagency collaboration through strategic enforcement and prosecution. The project will concentrate on strategic enforcement and prevention in both cities. Key activities include: 1) Parolee Forums and compliance checks for high-risk offenders, and 2) Increased prosecutions in Chicago in direct collaboration with the Crime Gun Intelligence Center (CGIC).</p> <p>Funds will also be used to support the Illinois Department of Corrections to address high-risk, gang-involved parolees in target areas, and the Cook County State's Attorney's Office to enhance prosecutions through the CGIC. The prosecutor assigned to the CGIC will be designated as a Special Assistant United States Attorney, focusing on high-impact offenders to reduce gang activity.</p>	

Award Letter

September 27, 2024

Dear Patrick Thompson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program. The approved award amount is \$306,686.

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

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

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

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

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

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

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

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

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

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

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

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

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

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

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

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

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

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

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

Recipient Information

Recipient Name

COUNTY OF WINNEBAGO

UEI
SBEVXUKXKGK3

Street 1
404 ELM ST

Street 2

City
ROCKFORD

State/U.S. Territory
Illinois

Zip/Postal Code
61101

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/27/24

Award Type
Initial

Award Number
15PBJA-24-GG-04006-GUNP

Supplement Number
00

Federal Award Amount
\$306,686.00

Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.609

Project Safe Neighborhoods

Statutory Authority

Pub. L. No. 115-185 (codified at 34 U.S.C. 60701-60705)

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

Project Information

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

Solicitation Title

Awarding Agency

2024 BJA FY24 Project Safe Neighborhoods Formula
Grant Program

OJP

Program Office

Application Number
GRANT14211662

BJA

Grant Manager Name

Lauren Troy

Phone Number[202-598-9472](tel:202-598-9472)**E-mail Address**

Lauren.Troy@usdoj.gov

Project Title

Project Safe Neighborhoods - Northern District of Illinois - FY24

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 United States Attorney's Office for the Northern District of Illinois (NDIL) Project Safe Neighborhoods (PSN) Task Force has a collaborative, comprehensive strategy to address all four PSN Design Features which includes activity related to gun trafficking, gun and gang violence, prosecution, felon recidivism, and youth violence intervention and prevention in Chicago and Rockford during the project period of October 1, 2024, to September 31, 2027. In Chicago, the focus is on the seven most violent police districts: South Shore, Englewood, Back of the Yards, Lawndale, Garfield Park, Austin, and Auburn/Gresham. Rockford will address citywide crime reduction. The overarching goal is to prevent crime before it happens by targeting high-risk individuals and areas. Additionally, the NDIL has a research partner as a member of the PSN Task Force not funded under PSN.

Building on previous PSN efforts, Fiscal Year 2024 funds will be used to increase awareness of procedural justice, reduce violent crime, and strengthen interagency collaboration through strategic enforcement and prosecution. The project will concentrate on strategic enforcement and prevention in both cities. Key activities include: 1) Parolee Forums and compliance checks for high-risk offenders, and 2) Increased prosecutions in Chicago in direct collaboration with the Crime Gun Intelligence Center (CGIC).

Funds will also be used to support the Illinois Department of Corrections to address high-risk, gang-involved parolees in target areas, and the Cook County State's Attorney's Office to enhance prosecutions through the CGIC. The prosecutor assigned to the CGIC will be designated as a Special Assistant United States Attorney, focusing on high-impact offenders to reduce gang activity.

[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.

[X]

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

Award Conditions

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

1

Meaningful access requirement for individuals with limited English proficiency

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

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

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

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

3

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

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

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

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

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

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

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

4

Effect of failure to address audit issues

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

5

Applicability of Part 200 Uniform Requirements

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

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

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

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

6

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

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

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

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

7

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

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

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

subrecipients that are faith-based or religious organizations.

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

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

8

Requirements related to "de minimis" indirect cost rate

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

9

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

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

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

10

Requirement for data on performance and effectiveness under the award

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

11

Compliance with DOJ Grants Financial Guide

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

12

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

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

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice

requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

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

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

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

14

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

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

15

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

16

Encouragement of policies to ban text messaging while driving

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

17

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

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

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

material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

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

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

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

19

OJP Training Guiding Principles

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

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would

exceed \$250,000

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

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

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

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

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

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

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

23

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

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

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

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

24

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

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

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

25

Potential imposition of additional requirements

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

26

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

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

27

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

28

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

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

29

Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

30

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

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

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

31

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

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

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

32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted

on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

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

33

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

34

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

35

Verification and updating of recipient contact information

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

36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

38

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may

result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

Protection of human research subjects

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

41

Confidentiality of data

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

42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43

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

44

Body armor - compliance with NIJ standards and other requirements

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

45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

46

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

47

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

48

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

49

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

50

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.

51

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

52

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

53

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

54

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

55

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

56

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

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

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

57

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

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

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

OJP will issue an Award Condition Modification upon budget clearance.

[X]

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

Award Acceptance

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

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

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

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/25/24 3:55 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Name of Authorized Entity Official

Patrick Thompson

Signed Date And Time

10/2/2024 4:45 PM



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 18, 2024
Resolution Title: Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners – SDIL
County Code: Not applicable
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$77,507.00
If not, explain funding source: Department of Justice, Bureau of Justice Assistance	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

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

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

- | | |
|---|----------|
| 1) Agreement with the U.S Department of Justice | \$77,507 |
| 2) Sub-award Agreement with Housing Authority of the City of East St. Louis | \$65,560 |

Contract/Agreement: See attached.

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

Follow-Up: Not Applicable

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

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

2024 CR

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

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

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

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

61400-various-PSXXX

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in the dollar amount of seventy-seven thousand five hundred seven dollars (\$77,507.00), and sub-agreement with the Housing Authority of the City of East St. Louis in the amount of sixty-five thousand five hundred sixty dollars (\$65,560.00).

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

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Public Safety & Judiciary Committee
Committee Date:	November 18, 2024
Resolution Title:	Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners
Board Meeting Date:	November 26, 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: 10/01/24 – 09/30/27	
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?	
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: Yes, however 25k of each subaward as awarded and no travel to allow larger % of contractual (they will most likely not use travel and this allows 5% time for direct staff.)	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please explain:	
How many sub-awards are included in this award? One (1)	
- 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:	

RESOLUTION EXHIBIT A
Department of Justice (DOJ)



Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF WINNEBAGO 404 ELM ST
City, State and Zip:	ROCKFORD, IL 61101
Recipient UEI:	SBEVXUKXKGK3
Project Title: Project Safe Neighborhoods - Southern District of Illinois	Award Number: 15PBJA-24-GG-04099-GUNP
Solicitation Title: BJA FY24 Project Safe Neighborhoods Formula Grant Program	
Federal Award Amount: \$77,507.00	Federal Award Date: 9/27/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: <input type="radio"/>	
Assistance Listing: 16.609 - Project Safe Neighborhoods	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: <p>The United States Attorney's Office (USAO) for the Southern District of Illinois (SDIL) will utilize Project Safe Neighborhoods (PSN) FY 2024 funds to build on current efforts underway to further reduce firearm, narcotics, and gang crimes by focusing on gang activity in public housing complexes in the City of East St. Louis. East St. Louis has one of the highest murder per capita rates in the United States, in addition to a high rate of other violent crime. Many violent crimes occur on public housing property or are committed by those living at or visiting residents of public housing, putting the safety of residents at risk. As such, eighty-five percent (85%) of Fiscal Year 2024 funds will be allocated to the East St. Louis Housing Authority to assist PSN enforcement efforts throughout public housing complexes.</p> <p>The goal of this project is to leverage existing multi-disciplinary partnerships to target enforcement efforts for individuals at high risk for violent offenses. Objectives include provision of enforcement services to targeted sites and individuals. This initiative is expected to further strengthen community and law enforcement relations and reduce violent crime.</p>	

Award Letter

September 27, 2024

Dear Patrick Thompson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program. The approved award amount is \$77,507.

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

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

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

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

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

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

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

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

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

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

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

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location of the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>.

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

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

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

Recipient Information

Recipient Name

COUNTY OF WINNEBAGO

UEI
SBEVXUKXKGK3

Street 1
404 ELM ST

Street 2

City
ROCKFORD

State/U.S. Territory
Illinois

Zip/Postal Code
61101

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/27/24

Award Type
Initial

Award Number
15PBJA-24-GG-04099-GUNP

Supplement Number
00

Federal Award Amount
\$77,507.00

Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.609

Project Safe Neighborhoods

Statutory Authority

Pub. L. No. 115-185 (codified at 34 U.S.C. 60701-60705)

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

Project Information

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

Solicitation Title

Awarding Agency

2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program

OJP

Program Office

Application Number
GRANT14236558

BJA

Grant Manager Name

Lauren Troy

Phone Number[202-598-9472](tel:202-598-9472)**E-mail Address**

Lauren.Troy@usdoj.gov

Project Title

Project Safe Neighborhoods - Southern District of Illinois

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 United States Attorney’s Office (USAO) for the Southern District of Illinois (SDIL) will utilize Project Safe Neighborhoods (PSN) FY 2024 funds to build on current efforts underway to further reduce firearm, narcotics, and gang crimes by focusing on gang activity in public housing complexes in the City of East St. Louis. East St. Louis has one of the highest murder per capita rates in the United States, in addition to a high rate of other violent crime. Many violent crimes occur on public housing property or are committed by those living at or visiting residents of public housing, putting the safety of residents at risk. As such, eighty-five percent (85%) of Fiscal Year 2024 funds will be allocated to the East St. Louis Housing Authority to assist PSN enforcement efforts throughout public housing complexes.

The goal of this project is to leverage existing multi-disciplinary partnerships to target enforcement efforts for individuals at high risk for violent offenses. Objectives include provision of enforcement services to targeted sites and individuals. This initiative is expected to further strengthen community and law enforcement relations and reduce violent crime.

[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.

[X]

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

Award Conditions

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

1

Meaningful access requirement for individuals with limited English proficiency

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

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

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

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

3

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

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

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

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

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

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

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

4

Effect of failure to address audit issues

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

5

Applicability of Part 200 Uniform Requirements

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

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

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

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

6

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

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

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

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

7

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

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

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

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

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

8

Requirements related to "de minimis" indirect cost rate

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

9

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

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

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

10

Requirement for data on performance and effectiveness under the award

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

11

Compliance with DOJ Grants Financial Guide

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

12

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

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

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

13

Determination of suitability to interact with participating minors

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

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

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

14

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

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

15

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

16

Encouragement of policies to ban text messaging while driving

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

17

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

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

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

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

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

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

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

19

OJP Training Guiding Principles

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

20

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

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

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

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

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

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

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

23

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

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

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

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

24

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

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

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

25

Potential imposition of additional requirements

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

26

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

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

27

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

28

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

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted

on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

30

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

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

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

31

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

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

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

32

FFATA reporting: Subawards and executive compensation

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

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit

organization that he or she may own or operate in his or her name).

33

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

34

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

35

Verification and updating of recipient contact information

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

36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

38

Cooperating with OJP Monitoring

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

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

Protection of human research subjects

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

41

Confidentiality of data

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

42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43

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

44

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level,

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

45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

46

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

47

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

48

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

49

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

50

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.

51

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

52

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of

performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

53

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

54

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

55

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

56

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

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

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

OJP will issue an Award Condition Modification upon budget clearance.

57

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued an Award Condition Modification (ACM) releasing this award condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

58

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP 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 OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning

indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

59

The recipient 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.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

60

The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals such as testing of evidence, or implement a major renovation or construction project, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

[X]

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

Award Acceptance

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

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

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

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted

(including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

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

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/27/24 9:48 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Name of Authorized Entity Official

Patrick Thompson

Signed Date And Time

10/2/2024 4:43 PM



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: November 18, 2024
Resolution Title: Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners – CDIL
County Code: Not applicable
Board Meeting Date: November 26, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$112,328.00
If not, explain funding source: Department of Justice, Bureau of Justice Assistance	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

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

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

- | | |
|---|-----------|
| 1) Agreement with the U.S Department of Justice | \$112,328 |
| 2) Sub-award Agreement with Illinois State Police | \$ 76,259 |
| 3) Sub-award Agreement with Roberts Analytics | \$ 20,640 |

Contract/Agreement: See attached.

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

Follow-Up: Not Applicable

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

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

2024 CR

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

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

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

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

61400-various-PSXXX

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in the dollar amount of one hundred twelve thousand three hundred twenty-eight dollars (\$112,328.00), and sub-agreements with the ILLINOIS STATE POLICE in the amount of seventy-six thousand two hundred fifty-nine dollars (\$76,259.00), and ROBERTS ANALYTICS in the amount of twenty thousand six hundred forty dollars (\$20,640.00).

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

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Public Safety & Judiciary Committee
Committee Date:	November 18, 2024
Resolution Title:	Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners
Board Meeting Date:	November 26, 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: 10/01/24 – 09/30/27	
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?	
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: Yes, however, less the contractual % to allow for direct staff at 5%.	
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? Two (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:	

RESOLUTION EXHIBIT A

Department of Justice (DOJ)



Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF WINNEBAGO 404 ELM ST
City, State and Zip:	ROCKFORD, IL 61101
Recipient UEI:	SBEVXUKXK GK3
Project Title: Project Safe Neighborhoods FY24 - Central Illinois	Award Number: 15PBJA-24-GG-04074-GUNP
Solicitation Title: BJA FY24 Project Safe Neighborhoods Formula Grant Program	
Federal Award Amount: \$112,328.00	Federal Award Date: 9/27/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: <input type="radio"/>	
Assistance Listing: 16.609 - Project Safe Neighborhoods	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: <p>The United States Attorney's Office for the Central District of Illinois (CDIL) will utilize Project Safe Neighborhoods (PSN) Fiscal Year 2024 (FY24) funds to build on current efforts underway to further reduce firearm, narcotics, and gang crimes by focusing on the most violent individuals in the most violent neighborhoods throughout four specific jurisdictions in the CDIL's 46-county district. These jurisdictions include Northwest/Rock Island, North Central/Peoria, East Central/Urbanda, and South Central/Springfield. The CDIL will continue to address known high crime areas, organized/repeat violent offenders, and structured criminal groups (gangs), to include juveniles. Considering the District's drivers of violence, current funded projects, and required set-asides, voting members of the CDIL PSN Task Force elected 2024 funds to be distributed to support Focused and Strategic Enforcement initiatives as well as Accountability (evaluation) services. As such, FY24 funds will be allocated to the Illinois State Police to continue PSN enforcement efforts throughout the four jurisdictions specifically targeting violent crime and gang violence in regions with the highest concentrations of gang activity. Funding will also be provided to Robert Analytics to support project research/evaluation.</p> <p>The goal of this project is to leverage existing multi-disciplinary partnerships and research-based initiatives to target enforcement efforts for individuals at high risk for violent offences. Objectives include provision of enforcement services to targeted individuals and enhancing officer decision-making through evaluation. This initiative is expected to further strengthen community and law enforcement communication and reduce violent crime.</p>	

Award Letter

September 27, 2024

Dear Patrick Thompson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF WINNEBAGO for an award under the funding opportunity entitled 2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program. The approved award amount is \$112,328.

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

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

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

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

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

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

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

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

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

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

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

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

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

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

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

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

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

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

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

Recipient Information

Recipient Name

COUNTY OF WINNEBAGO

UEI
SBEVXUKXKGK3

Street 1
404 ELM ST

Street 2

City
ROCKFORD

State/U.S. Territory
Illinois

Zip/Postal Code
61101

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/27/24

Award Type
Initial

Award Number
15PBJA-24-GG-04074-GUNP

Supplement Number
00

Federal Award Amount
\$112,328.00

Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.609

Project Safe Neighborhoods

Statutory Authority

Pub. L. No. 115-185 (codified at 34 U.S.C. 60701-60705)

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

Project Information

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

Solicitation Title

2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14213682

Grant Manager Name

Lauren Troy

Phone Number[202-598-9472](tel:202-598-9472)**E-mail Address**

Lauren.Troy@usdoj.gov

Project Title

Project Safe Neighborhoods FY24 - Central Illinois

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 United States Attorney's Office for the Central District of Illinois (CDIL) will utilize Project Safe Neighborhoods (PSN) Fiscal Year 2024 (FY24) funds to build on current efforts underway to further reduce firearm, narcotics, and gang crimes by focusing on the most violent individuals in the most violent neighborhoods throughout four specific jurisdictions in the CDIL's 46-county district. These jurisdictions include Northwest/Rock Island, North Central/Peoria, East Central/Urbana, and South Central/Springfield. The CDIL will continue to address known high crime areas, organized/repeat violent offenders, and structured criminal groups (gangs), to include juveniles. Considering the District's drivers of violence, current funded projects, and required set-asides, voting members of the CDIL PSN Task Force elected 2024 funds to be distributed to support Focused and Strategic Enforcement initiatives as well as Accountability (evaluation) services. As such, FY24 funds will be allocated to the Illinois State Police to continue PSN enforcement efforts throughout the four jurisdictions specifically targeting violent crime and gang violence in regions with the highest concentrations of gang activity. Funding will also be provided to Robert Analytics to support project research/evaluation.

The goal of this project is to leverage existing multi-disciplinary partnerships and research-based initiatives to target enforcement efforts for individuals at high risk for violent offenses. Objectives include provision of enforcement services to targeted individuals and enhancing officer decision-making through evaluation. This initiative is expected to further strengthen community and law enforcement communication and reduce violent crime.

Note: This project contains a research and/or development component, as defined in applicable law. See Part 200 Uniform Requirements.

[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.

[X]

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

Award Conditions

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

1

Meaningful access requirement for individuals with limited English proficiency

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

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

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

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

3

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

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

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

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

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

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

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

4

Effect of failure to address audit issues

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

5

Applicability of Part 200 Uniform Requirements

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

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

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

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

6

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

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

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

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

7

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

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

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

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

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

8

Requirements related to "de minimis" indirect cost rate

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

9

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

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

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

10

Requirement for data on performance and effectiveness under the award

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

11

Compliance with DOJ Grants Financial Guide

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

12

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

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

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

13

Determination of suitability to interact with participating minors

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

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

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

14

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

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

15

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with

Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

16

Encouragement of policies to ban text messaging while driving

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

17

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

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

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

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

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

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

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

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

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees,

available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

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

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

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

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

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

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

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

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

23

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

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

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

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

24

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

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

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

25

Potential imposition of additional requirements

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

26

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

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

27

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

28

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

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

29

Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

30

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

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

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

31

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

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

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

32

FFATA reporting: Subawards and executive compensation

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

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

33

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

34

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

35

Verification and updating of recipient contact information

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

36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

38

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial

Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

Protection of human research subjects

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

41

Confidentiality of data

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

42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of

Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

44

Body armor - compliance with NIJ standards and other requirements

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

45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

46

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

47

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

48

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

49

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

50

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.

51

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award

conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

52

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

53

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

54

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

55

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

56

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

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

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

OJP will issue an Award Condition Modification upon budget clearance.

57

The recipient may not expend or drawdown more than 10% of the award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address

any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

[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

Acting Assistant Attorney General

Name of Approving Official

Brent J. Cohen

Signed Date And Time

9/25/24 3:56 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Name of Authorized Entity Official

Patrick Thompson

Signed Date And Time

10/2/2024 4:42 PM



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: November 18, 2024
Board Meeting Date: November 26, 2024
Resolution Title: Resolution Authorizing Execution of an Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford

Budget Information:

Was item budgeted? yes	Appropriation Amount:
If not, explain funding source: 815 Entertainment LLC, Dba Hard Rock Casino Rockford	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The Winnebago County Sheriff’s Office proposes a servicing contract with 815 Entertainment LLC, DBA Hard Rock Casino Rockford at the new casino. The extension went into effect August 29, 2024 and terminates automatically on August 28, 2027. The agreement provides funding for police services for one deputy for 12 hours a day, seven days a week and an additional part-time deputy. It also provides for additional billing rates for special events, the purchase and training of a police K-9 and the cost of a squad car. 815 Entertainment LLC, will pay approximately four hundred thirteen thousand (\$413,000.00) the first year of the agreement, four hundred twenty-six thousand (\$426,000.00) the second year of the agreement and four hundred forty thousand \$440,000.00) in the final year of the agreement.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

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

Follow-Up: n/a

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

Sponsored by: Brad Lindmark

Submitted by: Public Safety and Judiciary Committee

2024 CR

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR POLICE SERVICES WITH 815 ENTERTAINMENT LLC, DBA HARD ROCK CASINO ROCKFORD

WHEREAS, the Winnebago County Sheriff's Office proposes the extension of an agreement for police services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford at the new casino; and

WHEREAS, the term of the Agreement shall commence on August 29, 2024, and terminate automatically on August 28, 2027 unless it is renewed in writing by the parties on or before the termination date; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of police services for the Hard Rock Casino and recommends approving an agreement from:

**815 Entertainment
DBA Hardrock Casino Rockford
7801 East State Street
Rockford, Illinois 61108
Attn: Director of Security**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement similar in language to Resolution Exhibit A with 815 ENTERTAINMENT, DBA HARDROCK CASINO ROCKFORD, 7801 EAST STATE STREET, ROCKFORD, ILLINOIS 61108.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Deputy-Chief-Uniform Services Bureau, Winnebago County Sheriff, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

JOSEPH V. CHIARELLI
CHAIRMAN 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

AGREEMENT FOR POLICE SERVICES

This Agreement for Police Services (“Agreement”) entered into by and among the 815 Entertainment LLC, dba Hard Rock Casino Rockford ("Hard Rock"), the County of Winnebago, Illinois (“County”) and the Winnebago County Sheriff’s Office (“Sheriff”) for the purchase and provision of law enforcement services to Hard Rock, located at 7801 East State Street, Rockford, Illinois (new casino). Hard Rock, the County and the Sheriff are collectively referred to as the “Parties” or individually as a “Party.”

The Parties hereby agree as follows:

Section I. TERM

- A. This Agreement shall commence on August 29, 2024 and terminate automatically on August 28, 2027 unless it is renewed in writing by the parties on or before the termination date of August 28, 2027.
- B. This Agreement may be amended by agreement or terminated at will, by the parties upon a 30-day written notice executed by any one of the parties.

Section II. STAFFING BY SHERIFF’S DEPUTIES

- A. The Sheriff, pursuant to this Agreement, shall assign fully equipped uniformed Deputies totaling 5,212 hours per year to provide the law enforcement services and schedule listed herein.
- B. One (1) Deputy will be assigned exclusively to Hard Rock located at 7801 East State Street, Rockford, Illinois, twelve (12) hours per day; three hundred sixty-five (365) days per year. The hours will be determined by Hard Rock Management. One (1) additional Deputy will be assigned on Friday and Saturday nights for eight (8) hours, from 7:00 p.m. to 3:00 a.m.
- C. Hard Rock reserves the right to request additional personnel. Additional personnel or hire backs shall require an additional fee, in accordance with Section VI of this Agreement and Exhibit A, attached hereto and made a part hereof.
- D. Deputies assigned to work at the Hard Rock property shall report to and work under the direct supervision of the Winnebago County Sheriff’s Office Command Staff.
- E. Deputies that are assigned will assist Hard Rock security staff and management staff with any requests for police services, patrol the exterior and interior of the building, provide assistance to customers and staff as requested, and be present for the money pick up from the casino. The primary goal is to provide extra visual deterrence and protection to patrons and staff.

Section III. COORDINATION

The Deputy Chief assigned by the Sheriff shall serve as liaison to the Hard Rock Police Program. The liaison shall be available to the Hard Rock representatives to assist in the implementation of this Agreement.

Section IV. UNIFORMS

Designated Sheriff's Deputies shall be fully equipped by the Sheriff and shall wear the authorized uniform of the Sheriff's Office. Additional or alternative clothing for special assignments shall be approved by the Deputy Chief serving as liaison.

Section V. INDEMNIFICATION

Hard Rock shall indemnify, defend and hold harmless the Sheriff, the County and the Sheriff and County's officers, agents, elected and appointed officials, and employees, from and against any and all claims, loss, damage, injury and liability, including reasonable attorney's fees, as a result of the grossly negligent or willful acts of Hard Rock, and/or Hard Rock's officers, agents and employees in connection with or as a result of this Agreement.

The County and Sheriff shall indemnify, defend and hold harmless Hard Rock and its directors, officers, employees, agents, and representatives (each, an "**Indemnified Party**") from and against any and all claims, loss, damage, injury and liability, excluding attorneys' fees, as a result of the grossly negligent or willful acts solely of the County and/or solely of the Sheriff or either party's officers, agents and employees in connection with or as result of this Agreement.

Section VI. REIMBURSEMENT PROCEDURES

- A. Hard Rock shall compensate the County for police services and equipment as follows and as provided in the attached Exhibit A:
 1. Hard Rock agrees to reimburse the Sheriff for the actual personnel costs (salary and fringe benefits) for the deputies providing police services to Hard Rock under this Agreement. The Sheriff shall remain the sole and exclusive employer of the deputies and any other personnel assigned to perform any duties under this Agreement, and shall be responsible for securing Worker's Compensation coverage for all such employees. Under no circumstances shall any of the deputies or other employees assigned by the Sheriff to perform tasks and duties under this Agreement be considered employees of Hard Rock.

- a) **Assigned Personnel:**
 - i. One (1) 12-month Senior Deputy pay working 4,380 hours per year.
 - ii. One (1) Additional Deputy pay working 832 hours per year.
 - iii. Any additional personnel shall be paid at a flat rate, in accordance with Exhibit A.
- 2. Hard Rock agrees to purchase a squad car and a K-9 to be used by the County for the services provided under this Agreement for a total amount of \$103,000.00.
 - a) The cost of the squad car is \$75,000.00.
 - b) The cost of the K-9 and required training is \$28,000.00.
- 3. Payments shall be made monthly based on a flat rate equal to one month (i.e. 1/12th) of the estimated annual amount.
- 4. **TOTAL MONTHLY PAYMENT FOR PERSONNEL AND EQUIPMENT:**
 - a) August 29, 2024 — August 28, 2025: \$34,444.59
 - b) August 29, 2025 — August 28, 2026: \$35,550.01
 - c) August 29, 2026— August 28, 2027: \$36,694.12

B. This Agreement shall automatically be modified to accurately reflect any increases or decreases as adjustments to salaries and fringe benefits of officers, conforming to any changes in the Fraternal Order of Police Lodge #50 contract between the officers and Winnebago County. The Sheriff shall notify Hard Rock of any change of compensation or any change of the Fraternal Order of Police Lodge #50 contract, in writing at least thirty (30) days prior to such change becoming effective.

SECTION VII. NOTICE

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the County:

County of Winnebago, Illinois
 Attn: Chairman Joseph Chiarelli
 404 Elm Street, Room 533
 Rockford, Illinois 61101

With a copy to:

Winnebago County Sheriff's Office
 Attn: Sheriff Gary Caruana
 650 W. State Street
 Rockford, Illinois 61102

If to Hard Rock:

815 Entertainment LLC,
 dba Hard Rock Casino Rockford
 7801 East State St.
 Rockford, Illinois 61114
 Attn: Director of Security

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

Section VIII. MISCELLANEOUS

- A. Each Party agrees that during the Term of this Agreement, without obtaining the prior written consent of the other Party, neither such Party nor any of its affiliates or representatives (each, a "Restricted Person") shall directly or indirectly, for itself or on behalf of another person or entity:
 - 1. Solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party any current employee of the other Party with whom the Restricted Person had more than incidental contact or who became known to the Restricted Person in connection with the contract (each, a "Covered Employee"), except (i) pursuant to a general solicitation through the media that is not directed specifically to any employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section or (ii) if the other Party terminated the employment of such Covered Employee before the Restricted Person having solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee.

The Parties agree that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to affect the restrictions originally contemplated by the Parties hereto.

- B. The County agrees to keep in force during the term of the Agreement, Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to maintain the above insurance shall constitute default, and Hard Rock may cancel this Agreement.
- C. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters in the performance of the police protection and law enforcement services provided herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the training, equipment, and discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of Hard Rock undertake to direct any of the assigned personnel as to the performance of police protection and law enforcement services.

- D. Notwithstanding the foregoing, Hard Rock shall have the right to request additional services, such as traffic control, special events, and incident investigation to the extent they are outside of regular police services. Any request for additional services may require an additional fee in accordance with Section VI of this Agreement. Hard Rock shall not control the method of performance of such services, but may request the time and place of performance, and the number of officers to be involved, except where the same may conflict with minimum staffing rules or policies of the Sheriff.
- E. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
- F. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. This Agreement shall be binding upon the parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
- G. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- H. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

<signature page follows>

THIS AGREEMENT shall be effective upon the signing of the last party and approval by the County Board of Winnebago County, Illinois, the Sheriff of Winnebago County, Illinois, and Hard Rock.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the _____ day of _____, 2024.

**815 Entertainment, LLC
dba, Hard Rock Casino
Rockford**

By: _____
General Manager

Attest: _____

County of Winnebago, Illinois

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

By: _____
Gary Caruana
Winnebago County Sheriff

Attest: _____
Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

<u>HARDROCK CASINO 3 Year Contract</u>				
		<u>10/1/24-9/30/25</u>	<u>10/1/25-9/30/26</u>	<u>10/1/26-9/30/27</u>
Average Deputy Rate		\$41.6550	\$43.1129	\$44.6219
Average Over-Time Hourly Rate		\$62.4825	\$64.6694	\$66.9328
F.I.C.A. -- 6.2%		\$3.87	\$4.01	\$4.15
Medicare - 1.45%		\$0.91	\$0.94	\$0.97
I.M.R.F. 8.73%		\$5.45	\$5.65	\$5.84
TOTAL OT RATE W / BENEFITS		\$72.7171	\$75.2622	\$77.8964
Cost for one (1) Deputy for 12 hours a day, 7 days a week (4,380 hours per year)		\$318,501.04	\$329,648.58	\$341,186.28
Cost for one (1) Additional Deputy on Friday and Saturday nights from 7:00 pm to 3:00 am (832 hours per year)		\$60,500.66	\$62,618.18	\$64,809.81
TOTAL PERSONNEL		\$379,001.70	\$392,266.76	\$405,996.10
Monthly Payment Personnel		\$31,583.47	\$32,688.90	\$33,833.01
Squad Car - \$75,000 & K9 - \$28,000 for a total of \$103,000 to be Paid monthly over three (3) years		\$2,861.11	\$2,861.11	\$2,861.11
TOTAL MONTHLY PAYMENT PERSONNEL AND EQUIPMENT		\$34,444.59	\$35,550.01	\$36,694.12

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: November 26, 2024

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission a letter regarding Byron Station, Unit No. 2 – Alternative Request to Extend Inservice Testing Interval for Essential Service Water Valves Fourth 10-Year Inservice Testing Program Interval (EPIOD-L-2024-LLR-0042).
2. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Collateralization Report – as of October 31, 2024
 - b. Investment Report - as of November 1, 2024
 - c. Winnebago County Treasurer Bank Balances –October, 2024

Adjournment