

# FINANCE COMMITTEE AGENDA

**Called by:** John Butitta, Chairman  
**Members:** Paul Arena, Joe  
Hoffman, Keith McDonald, John  
F. Sweeney, Christina Valdez

**DATE:** THURSDAY, JUNE 5, 2025  
**TIME:** IMMEDIATELY FOLLOWING THE  
OPERATIONS COMMITTEE MEETING  
AT 5:30 PM

**LOCATION:** ROOM 303  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

## **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of May 15, 2025 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name
- E. Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who Are Involved in the Justice System
- F. Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]
- G. Resolution Authorizing the County of Winnebago to Enter into An Agreement With Black Creek Integrated Systems Corp. (Sallyport) For Juvenile Detention Custody Management System
- H. Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center
- I. Ordinance for a Budget Amendment for Focused Deterrence Program Partial Alternative Funding
- J. Closed Session to Discuss Pending Litigation
- K. Resolution Authorizing Settlement of Pending Litigation (Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)
- L. Resolution Authorizing Settlement of Pending Litigation (Tracie Foster, as Independent Administrator of the Estate of Myra Foster, deceased v. County of Winnebago d/b/a River Bluff Nursing Home et al.)

M. Resolution Authorizing Settlement of Pending Litigation (Kelli Graham v. Winnebago County Health Department)

N. Other Matters

O. Adjournment

**Winnebago County Board  
Finance Committee Meeting**  
County Administration Building  
404 Elm Street, Room 303  
Rockford, IL 61101

Thursday, May 15, 2025

Immediately following the Operations & Administrative Committee Meeting

**Present:**

John Butitta, Chairperson  
Paul Arena  
Keith McDonald  
John F. Sweeney

**Others Present:**

Patrick Thompson, County Administrator  
Steve Schultz, Chief Financial Officer  
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office  
Chris Dornbush, Chief Operations Officer

**Absent:**

Joe Hoffman  
Christina Valdez

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of April 17, 2025 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters that are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the Chairman, please stand and state your name. Thank you.
- E. Second Quarter FY25 Financial Report
- F. Closed Session to Discuss Closed Session Minutes
- G. Approval of Minutes of Closed Session Meetings
- H. Other Matters
- I. Adjournment

**Call to Order**

Chairperson Butitta called the meeting to order at 6:00 PM.

**Roll Call**

Chairperson Butitta yes, Mr. Arena yes, Mr. McDonald yes, Mr. Sweeney yes.

A quorum is present.

**Approval of April 17, 2025 Minutes**

Motion: Chairperson Butitta. Second: Mr. McDonald.

Chairperson Butitta called for discussion.  
The motion was passed by a unanimous voice vote.

### **Public Comment**

Chairperson Butitta omitted reading the Public Comment Section of the Agenda due to no one present to speak.

### **Second Quarter FY25 Financial Report**

Mr. Schultz, the CFO, analyzed and talked about the financial report for the second quarter of FY25.

- Discussion followed.

### **Closed Session to Discuss Closed Session Minutes**

Motion: Chairperson Butitta. Second: Mr. Sweeney.

The motion was passed by a unanimous voice vote.

### **Roll Call**

Chairperson Butitta yes, Mr. Sweeney yes, Mr. Arena yes, Mr. McDonald yes.

No action was taken in the Closed Session.

### **Approval of Minutes of Closed Session Meetings**

Motion: Chairman Butitta. Second: Mr. Sweeney.

The dates of the Closed Session minutes to be approved:

1/4/2018, 3/11/2020, 6/4/2020, 10/15/2020, 11/19/2020, 5/6/2021, 9/2/2021, 10/7/2021, 2/3/2022, 5/5/2022, 8/18/2022, 1/5/2023, 2/2/2023, 5/18/2023

Chairperson Butitta called for a vote to approve the Closed Session meeting minutes.

The motion was passed by a unanimous voice vote.

### **Other Matters**

- Budget Process Request Meeting Dates - A preliminary budget will be available at the beginning of August. Please reach out to Mr. Schultz, CFO, with specific input. Departments are currently preparing and submitting their budgets.

### **Adjournment**

Chairperson Butitta called for a motion to adjourn the meeting.

Motion: Mr. Arena. Second: Mr. Sweeney.

The motion was passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile  
Executive Assistant



## Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** June 5, 2025  
**Ordinance Title:** Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who are Involved in the Justice System  
**Board Meeting Date:** June 26, 2025

### Budget Information:

|   |                           |
|---|---------------------------|
| Was item budgeted? No   | Appropriation Amount: \$0 |
| If not, explain funding source: IL Criminal Justice Information Authority Grant Award |                           |
| ORG/OBJ/Project Code: 61400 (COCJI)/various/02706                                     |                           |
| FY2025 Budget Impact: \$199,971   |                           |

**Background Information:** The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has been informed that the County has been conditionally selected for funding for the Addressing Co-occurring Disorders for People Who are Involved in the Justice System (ACDC) grant through Illinois Criminal Justice Information Authority (ICJIA). This is a one-year grant (July 2025-June 2026) administered by the COCJI office and contracted with Goodwill to provide services.

This funding will allow us to continue our successful program with Goodwill in which the grant has concluded. The program's primary function is to fund Peer Navigators to provide services to those involved in the criminal justice system in Winnebago County.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2025 Fiscal Year**

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

**Final Vote: June 26, 2025**

John Butitta, Finance Committee Chairman

## **2025 CO**

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

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

### **Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People who are Involved in the Justice System**

**WHEREAS**, the Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has been informed that the County has been conditionally selected for funding for the Addressing Co-occurring Disorders for People Who are Involved in the Justice System (ACDC) grant through Illinois Criminal Justice Information Authority (ICJIA). This is a one-year grant (July 2025-June 2026) administered by the COCJI office and contracted with Goodwill to provide services; 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 **#25-017 ACDC-ICJIA Grant Award**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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PAUL ARENA

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

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

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

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

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

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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: |  | 5/29/2025             |  | AMENDMENT NO: 2025-017              |  |
| DEPARTMENT:     |  | COCJI Grant Fund      |  | SUBMITTED BY: Marlana Dokken        |  |
| FUND#:          |  | 0314-COCJI Grant Fund |  | DEPT. BUDGET NO. 61400-COCJI Grants |  |

| Department<br>Org Number | Object<br>(Account)<br>Number | Project<br>Number | Object (Account) Description | Adopted<br>Budget | Amendments<br>Previously<br>Approved | Revised<br>Approved<br>Budget | Increase<br>(Decrease) | Revised<br>Budget after<br>Approved<br>Budget<br>Amendment |
|--------------------------|-------------------------------|-------------------|------------------------------|-------------------|--------------------------------------|-------------------------------|------------------------|--|
| <b>Expenditures</b>      |                               |                   |                              |                   |                                      |                               |                        |  |
| 61400                    | 41110                         | 02706             | Regular Salary               | \$0               | \$0                                  | \$0                           | \$19,501               | \$19,501   |
| 61400                    | 41221                         | 02706             | Life Insurance               | \$0               | \$0                                  | \$0                           | \$28                   | \$28   |
| 61400                    | 41231                         | 02706             | IMRF                         | \$0               | \$0                                  | \$0                           | \$374                  | \$374  |
| 61400                    | 41241                         | 02706             | Payroll Taxes                | \$0               | \$0                                  | \$0                           | \$1,492                | \$1,492  |
| 61400                    | 42110                         | 02706             | Supplies                     | \$0               | \$0                                  | \$0                           | \$3,169                | \$3,169  |
| 61400                    | 43190                         | 02706             | Other Professional Services  | \$0               | \$0                                  | \$0                           | \$156,995              | \$156,995  |
| 61400                    | 48211                         | 02706             | Health Insurance             | \$0               | \$0                                  | \$0                           | \$6,285                | \$6,285  |
| 61400                    | 48220                         | 02706             | Indirect Costs               | \$0               | \$0                                  | \$0                           | \$12,127               | \$12,127   |
|                          |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue</b>           |                               |                   |                              |                   |                                      |                               |                        |  |
| 61400                    | 32110                         | 02706             | Federal Operating Grant      | \$0               | \$0                                  | \$0                           | (199,971)              | (\$199,971)  |
|                          |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>TOTAL ADJUSTMENT:</b> |                               |                   |                              |                   |                                      |                               | \$0                    |  |

**Reason budget amendment is required:**

The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has been informed that the County has been conditionally selected for funding for the Addressing Co-occurring Disorders for People Who are Involved in the Justice System (ACDC) grant through Illinois Criminal Justice Information Authority (ICJIA). This is a one-year grant (July 2025-June 2026) administered by the COCJI office and contracted with Goodwill to provide services.

**Potential alternatives to budget amendment:**

None

**Impact to fiscal year 2025 budget: \$199,971**

**Revenue Source: ICJIA grant award**





# GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

|                            |  |
|----------------------------|--|
| <b>Prepared By:</b>        | Marlana Dokken   |
| <b>Committee:</b>          | Finance Committee  |
| <b>Committee Date:</b>     | June 5, 2025   |
| <b>Resolution Title:</b>   | Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who are Involved in the Justice System |
| <b>Board Meeting Date:</b> | June 26, 2025  |

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

## Funding Information:

|   |   |
|---|---|
| Grant Period of Performance:  |   |
| Is match required?  | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| - If yes, did you work with Accounting to determine match allocation?   | <input type="checkbox"/> yes <input type="checkbox"/> no            |
| Are Indirect Costs Allowable under the award?   | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| - If yes, is the 15% de minimus Indirect Cost rate included in the budget?  | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| <i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$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? One   |   |
| - Do subawards/contracts contain Indirect Costs?  | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| - If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: \$13,229 = 10% of wages and fringe  |   |



# Ordinance Executive Summary

**Prepared By:** Tom Lawson, Deputy Circuit Clerk

**Committee:** Finance

**Committee Date:** June 5, 2025

**Resolution Title:** Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]

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

**Board Meeting Date:** June 12, 2025

## Budget Information:

|   |                           |
|---|---------------------------|
| Was item budgeted? No                                     | Appropriation Amount: \$0 |
| If not, explain funding source: General Fund Fund balance |                           |
| ORG/OBJ/Project Code: 82400-43167                         |                           |
| FY2025 Budget Impact: \$236,943                           |                           |

**Background Information:** The County is in need of a Juvenile Detention Custody Management System upgrade. The Winnebago County 17<sup>th</sup> Judicial Circuit Court and Case Management Committee, through the Winnebago County Circuit Clerk's Office, is establishing the project initiation payment, for the Black Creek (Sallyport) Juvenile Detention upgrade.

**Recommendation:** Finance Department recommends approval.

**Contract/Agreement:** N/A

**Legal Review:** N/A

**Follow-Up:** Adjust Munis Line Items.

**2025 Fiscal Year**

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

**Final Vote: June 26, 2025**

John Butitta, Finance Committee Chairman

## **2025 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 the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]**

**WHEREAS**, the Winnebago County court system has historically used a software management system that has reached its end of life. A team of stakeholders was formed that represented the County court system. The team has evaluated various vendors and has determined Black Creek Integrated Systems Corp. (Sallyport) would meet the needs for future Juvenile Detention booking management; 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**, 55 ILCS 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 55 ILCS 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 **#25-019**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

2025  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

|                 |  |                                |  |  |  |
|-----------------|--|--------------------------------|--|--|--|
| DATE SUBMITTED: |  | 6/5/2025                       |  | AMENDMENT NO: 2025-019                     |  |
| DEPARTMENT:     |  | Court & Case Management        |  | SUBMITTED BY: Tom Lawson                   |  |
| FUND#:          |  | 0752-2024 Court-Case Mgmt Proj |  | DEPT. BUDGET NO. 82400 - Court & Case Mgmt |  |

| Department<br>Org Number   | Object<br>(Account)<br>Number | Project<br>Number | Object (Account) Description | Adopted<br>Budget | Amendments<br>Previously<br>Approved | Revised<br>Approved<br>Budget | Increase<br>(Decrease) | Revised<br>Budget after<br>Approved<br>Budget<br>Amendment |
|--|-------------------------------|-------------------|------------------------------|-------------------|--------------------------------------|-------------------------------|------------------------|--|
| <b>Expenditures</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| 82400  | 43167                         |                   | Software Subscription        | \$0               | \$1,562,000                          | \$1,562,000                   | \$236,943              | \$1,798,943  |
| 13500  | 49110                         |                   | Txfr to Other Funds          | \$5,713,527       | \$0                                  | \$5,713,527                   | \$236,943              | \$5,950,470  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| 82400  | 39110                         |                   | Txfr from Other Funds        | \$0               | (\$300,000)                          | (\$300,000)                   | (236,943)              | (\$536,943)  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>TOTAL ADJUSTMENT:</b>   |                               |                   |                              |                   |                                      |                               | \$236,943              |  |
| <b>Reason budget amendment is required:</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| The amendment is required to establish the software subscription for the project initiation for Blackcreek (Sallyport) system upgrade. |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Potential alternatives to budget amendment:</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| None   |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Impact to fiscal year 2025 budget:</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue Source:</b> General Fund  |                               |                   |                              |                   |                                      |                               |                        |  |



# Resolution Executive Summary

**Prepared By:** Tom Lawson, Deputy Circuit Clerk

**Committee:** Finance

**Committee Date:** June 5, 2025

**Resolution Title:** Resolution authorizing the County of Winnebago to enter into an Agreement with Black Creek Integrated Systems Corp. (Sallyport) For Juvenile Detention Custody Management System

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

**Board Meeting Date:** June 12, 2025

## Budget Information:

|   |                           |
|---|---------------------------|
| Was item budgeted? No                                     | Appropriation Amount: \$0 |
| If not, explain funding source: General Fund Fund balance |                           |
| ORG/OBJ/Project Code: 82400-43167                         |                           |
| FY2025 Budget Impact: \$236,943                           |                           |

**Background Information:** The County is in need of a Juvenile Detention Custody Management System upgrade. The Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project. Also, see accompanying budget amendment.

**Recommendation:** Staff concurs

**Contract/Agreement:** See attached

**Legal Review:** Legal review conducted by the State's Attorney's Office

**Follow-Up:** On behalf of the County, the Winnebago County Board Chairman will execute the agreement.

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

2025 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

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**RESOLUTION AUTHORIZING THE COUNTY OF WINNEBAGO TO ENTER INTO  
AN AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORP.  
(SALLYPORT) FOR JUVENILE DETENTION CUSTODY MANAGEMENT SYSTEM**

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

**WHEREAS**, the County is in need of a Juvenile Detention Custody Management System upgrade; and

**WHEREAS**, the Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed and recommend approval of the proposed agreement by and between the County of Winnebago, Illinois and Black Creek Integrated Systems Corp., attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to enter into the Agreement by and between the County of Winnebago, Illinois and Black Creek Integrated Systems Corp., attached hereto as Exhibit A.

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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





## Black Creek Integrated Systems Corp. AGREEMENT

This Master Services Agreement (this "**Agreement**"), effective as of the later date of signature by both Parties (the "**Effective Date**"), is by and between **Black Creek Integrated Systems Corp.**, an Alabama corporation, with offices located at 2900 Crestwood Boulevard, Irondale, Alabama 35210 ("**Black Creek**") and the County of Winnebago, Illinois, with offices located at 404 Elm Street, Rockford, Illinois 61101 ("**Customer**" and together with Black Creek, the "**Parties**", and each a "**Party**").

### Recitals

Black Creek has the capability and capacity to provide certain services related to and provided in conjunction with our jail management software system. Customer is licensing certain software from Black Creek, and as a result, desires to engage Black Creek to provide certain related services. The Parties are entering into this Agreement to specify the terms under which Black Creek will provide said software and services to Customer.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 **Scope of Work.** Black Creek shall provide to Customer the software, hardware, and/or services set out in the Scope of Work issued by Black Creek and accepted by the Customer. The initial accepted Scope of Work is attached hereto as **Exhibit A**, and any future issued and accepted Scopes of Work/Change Orders for this same project shall be incorporated herein as additional Exhibits A. Additional Scopes of Work/Change Orders shall be deemed issued and accepted as change orders to this project only if agreed by an authorized representative of each Party as set forth in Section 15.

2.0 **Black Creek Obligations.** Black Creek shall:

2.1 Designate employees or contractors that Black Creek determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Black Creek Project Manager**").

(b) A number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work (collectively, with the Black Creek Project Manager, "**Provider Representatives**").

2.2 Black Creek shall perform the work specified in **Exhibit A** in accordance with the terms and conditions of this Agreement.

3.0 **Customer Obligations.** Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Contract/Project Manager**"), with such designation to remain in force unless and until a successor Customer Contract/Project Manager is appointed.

3.2 Require that the Customer Contract/Project Manager respond promptly to any reasonable requests from Black Creek for instructions, information, or approvals required by Black Creek to provide the Services.

3.3 Cooperate with Black Creek in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Black Creek to provide the Services.

3.4 Make available to Black Creek, at no cost to Black Creek, information relevant to the project that is useful in the performance of the Statement of Work (**Exhibit A**); such information shall include but is not limited to, Interface Specification Documents and database schema for legacy systems, as applicable.

3.5 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Black Creek's provision of the Services.

#### 4.0 **Fees and Expenses.**

4.1 Unless this Agreement is terminated earlier pursuant to the terms of this Agreement, in consideration of the provision of the Services by Black Creek and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in the applicable Scope of Work, including all Billing Milestones and Capital Fees as defined in the Scope of Work (**Exhibit A**) where applicable. Payment to Black Creek of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Scope of Work. Said fees and expenses will be payable by the Customer pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1, et seq., after receiving an invoice from Black Creek

4.2 Schedule of Values: Refer to the Payment Milestones and any additional terms of payment as defined in the Scope of Work (**Exhibit A**). The Schedule of Values will be mutually agreed by the Parties and made available to both Parties; changes to terms of payment or the Schedule of Values must be approved by both Parties. Change Orders to the project may result in changes to the Fees and/or Schedule of Values.

4.3 Unless otherwise noted in **Exhibit A**, Customer shall be responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Black Creek's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.4 All invoices must be paid pursuant to Illinois' Local Government Prompt Payment Act.

#### 5.0 **Limited Warranty.**

5.1 Black Creek warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work (**Exhibit A**) and this Agreement.

(b) Using personnel of reasonable skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Black Creek's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Black Creek shall use reasonable commercial efforts to promptly cure any such breach; provided that, if Black Creek cannot cure such breach within a reasonable time (but no more than sixty (60) days after Customer's written notice of such breach), Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Black Creek shall, within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach of warranty within thirty (30) days after delivery of such Service or Deliverable to Customer.

5.3 BLACK CREEK MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. TO THE EXTENT PERMITTED BY ILLINOIS LAW, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6.0 **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Black Creek in the course of performing the Services, including any items identified as such in the Statement of Work (Exhibit A; collectively, the "**Deliverables**"), except for any Confidential Information of Customer

or Customer materials, shall be owned by Black Creek. Black Creek hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, and fully paid-up basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services as contemplated by this Agreement.

## **7.0 Confidentiality.**

7.1 From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party that, (a) if disclosed in writing or other tangible form is clearly labeled as “confidential,” (b) if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as confidential, or (c) is known or reasonably should have been known to the Receiving Party to be confidential (“**Confidential Information**”).

7.2 Notwithstanding Section 7.1, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder as shown by the Party’s business records; or (d) was or is independently developed by Receiving Party without using any Confidential Information as confirmed by the Party’s business records.

7.3 The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

7.4 If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party’s sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party’s Group shall mean the Receiving Party’s affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

## **8.0 Term, Termination, and Survival.**

8.1 Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall commence as of the Effective Date and shall end upon completion of the Warranty Period, at which time the Customer’s annual support agreement shall take effect.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within sixty (60) days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within forty-five (45) days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), Black Creek may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder.

8.4 The rights and obligations of the parties set forth in this Section 8.0 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8.5 Notwithstanding anything to the contrary in this Section 8.0, the Customer may terminate this Agreement with thirty (30) days' notice in writing from the Customer to Black Creek, (a) if no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement; (b) if Black Creek's **SallyPort®IL** Jail Management System is not implemented for the Winnebago County (Illinois) Jail under separate contract; or (c) for any reason as documented in the written notice from Customer to Black Creek. The effective date of termination will be the date the notice is received by Black Creek or the date stated in the notice, whichever is later. After the termination notice is received, Black Creek must restrict its activities, and those of any of its subcontractors, to activities pursuant to the direction of the Customer. Black Creek shall issue a refund to the Customer of any prepaid amounts on a prorated basis from the date of notice of termination. Customer shall compensate Black Creek for all software delivered for all services completed up to date of termination.

8.5

#### 9.0 **Indemnification Obligations.**

9.1 **Customer Indemnification Obligations.** Subject to Section 9.3 below, Customer shall defend, indemnify, and hold Black Creek and its parent organizations, subsidiaries, Affiliates, officers, directors, and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (excluding reasonable attorneys' fees and costs) arising out of or in connection with a third-party claim of injury or death to person or damage to property arising from Customer's negligence.

9.2. **Black Creek Indemnification Obligations.** Subject to Section 9.3 below, to the extent caused by Black Creek, [DH1][UG2] Black Creek shall defend, indemnify, and hold Customer and its elected officials, officers, employees, agents, and attorneys harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) any breach by Black Creek (or any of Black Creek's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement; (ii) a third-party claim alleging that the Black Creek's Products or Services, content, software, or technology infringes or misappropriates the rights of, or has caused harm to, a third-party; (iii) a third-party claim alleging a breach of any Black Creek representations and warranties in this Agreement; (iv) a third-party claim alleging Black Creek's use of Customer Data is in violation of this Agreement; or (v) a third-party claim alleging a breach of Black Creek's confidentiality or data security obligations, that infringes the rights of, or has caused harm to, a third-party, (vi) third-party claim of injury or death to person or damage to property arising from Black Creek's negligence.

9.3 As an express condition of the foregoing indemnification obligations, the Parties hereby agree that:

(a) the indemnified party shall promptly notify the indemnifying party in writing for any claim for which indemnification is sought;

(b) the indemnified party shall cooperate with all reasonable requests of the indemnifying party in defending or settling such claim.

(c) the indemnifying party shall be allowed to control the defense and settlement of such claim;

(d) the indemnifying party may not settle any claim that includes an admission of liability, fault, negligence or wrongdoing on the part of the indemnified party unless the indemnified party provides prior written consent,

(e) the indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through counsel of its own choosing;

(f) each indemnified party will undertake commercially reasonable efforts to mitigate any loss or liability resulting from an indemnification claim related to or arising out of this Agreement.

#### 10.0 **Limitation of Liability.**

10.1 EXCEPT FOR CLAIMS ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, CONFIDENTIALITY AND SECURITY OBLIGATIONS, REPRESENTATIONS AND WARRANTIES, AND INTELLECTUAL PROPERTY INFRINGEMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE CONTRACT VALUE AS STATED IN **EXHIBIT A**.

11.0 **Insurance.** Black Creek, at its sole cost, shall secure and maintain at all times, until completion of the term of this Agreement the insurance specified below. Nothing contained in these insurance requirements is to be construed as limiting the extent of Black Creek's responsibility for payment of damages from its operations under this Agreement. Black Creek shall require all subcontractors to provide the insurance required in this Agreement, or Black Creek may provide the coverages for its subcontractors. The Customer maintains the right to modify, delete, alter or change these requirements.

##### Commercial General Liability Insurance

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

|                                |             |
|--------------------------------|-------------|
| Each Occurrence                | \$1,000,000 |
| General Aggregate              | \$1,000,000 |
| Completed Operations Aggregate | \$2,000,000 |

##### Professional Liability (Errors & Omissions)

Black Creek shall secure insurance appropriate to Black Creek's profession covering all claims arising out of the performance or nonperformance of professional services for the Customer under this Agreement. This insurance shall remain in force for the life of Black Creek's obligations under this Agreement and shall have a limit of liability of not less than \$1,000,000 per claim.

##### Network Security & Privacy Liability (Cyber)

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

All the above required insurance policies, with the exception of Errors & Omissions, shall name the Customer, its elected and appointed officials, and employees as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Customer shall be excess of Black Creek's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to the Customer as an additional insured even if they exceed the minimum insurance requirements specified herein.

Prior to the date on which Black Creek commences performance of its part of this Agreement, Black Creek shall furnish to the Customer's Purchasing Department certificates of insurance maintained by Black Creek. The receipt of any certificate of insurance does not constitute contract with the Customer that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with the insurance required above. In no event shall failure of the Customer to receive certificates of insurances required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Black Creek's obligations to insurance pursuant to these insurance requirements.



**12.0 Entire Agreement.** This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

**13.0 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 13). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

**Notice to Customer:** 17<sup>th</sup> Judicial Circuit Court – Winnebago Juvenile Detention

**Attention:** Debbie Jarvis

**Email:** [djarvis@17thcircuit.illinoiscourts.gov](mailto:djarvis@17thcircuit.illinoiscourts.gov)

**Phone:** 815-319-6250

|                               |   |   |
|-------------------------------|---|---|
| <b>Notice to Black Creek:</b> | <u>Via US Postal Service</u><br>Black Creek Integrated Systems Corp.<br>P O Box 101747<br>Irondale, Alabama 35210 | <u>Via courier deliveries</u><br>Black Creek Integrated Systems Corp.<br>2920 Commerce Boulevard<br>Irondale, Alabama 35210 |
|-------------------------------|---|---|

**Attention:** Brady W. Hughes, President & CEO

[ContractAdmin@blackcreekisc.com](mailto:ContractAdmin@blackcreekisc.com)

205-949-9900

**14.0 Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, and if the Parties are unable to agree on an appropriate modification, a court may modify such provision to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**15.0 Amendments/Change Orders.** Additional Scopes of Work/Change Orders shall be deemed issued and accepted as change orders to this project only if agreed by an authorized representative of each Party. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each Party.

**16.0 Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**17.0 Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Black Creek. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the

Customer of any of its obligations under this Agreement. Black Creek shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Customer. No assignment or delegation shall relieve Black Creek of any of its obligations under this Agreement.

**18.0 Successors and Assigns.** Subject to the restrictions set forth in Section 17, this Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

**19.0 Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**20.0 Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20.01 At the option of Black Creek, the use of this Agreement may be extended to other governmental agencies, counties, cities, and other political subdivisions of a state. Pricing will be dependent on the configuration of software, licenses, interfaces, and professional services required, subject to rates in effect at the time of purchase.

20.02 Each governmental agency allowed by Black Creek to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchase and shall be liable only for goods or services ordered, received, and accepted.

**21.0 Choice of Law and Venue.** This Agreement and all related documents including all exhibits and Statements of Work attached to or incorporated herein, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws or provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Black Creek irrevocably submits, and will cause any of its subcontractors to submit to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

**22.0 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**23.0 Force Majeure.** Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

## SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**17<sup>TH</sup> JUDICIAL COURT – WINNEBAGO  
JUVENILE DETENTION**

**BLACK CREEK INTEGRATED SYSTEMS CORP.**

\_\_\_\_\_  
Authorized Signature

Debbie Jarvis  
\_\_\_\_\_  
Typed or Printed Name

Director Court Servies  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

Brady W. Hughes  
\_\_\_\_\_  
Typed or Printed Name

President & CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A  
TO AGREEMENT BETWEEN  
BLACK CREEK INTEGRATED SYSTEMS CORP. AND CUSTOMER**

**SCOPE OF WORK No.**

Refer to attached Proposal/Scope of Work PCxxxxx dated <date>.

DRAFT



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** June 5, 2025  
**Ordinance Title:** Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Ctr  
**Board Meeting Date:** June 26, 2025

## Budget Information:

|  |                           |
|--|---------------------------|
| Was item budgeted? No  | Appropriation Amount: \$0 |
| If not, explain funding source: WCCMHB Grant Award and Detention Home Fund Balance |                           |
| ORG/OBJ/Project Code: 43100 (Detention Home)/46320                                 |                           |
| FY2025 Budget Impact: \$1,762,668  |                           |

**Background Information:** The Winnebago County Juvenile Detention Center has received funding from the Winnebago County Community Mental Health Board in the amount of \$1,027,133.37 for the purpose of creating three confidential counseling spaces within the facility. Total expected cost for the project including architectural fees and construction is \$1,762,668. The Detention Home Fund balance will be used for expenditures in excess of the grant award.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Attached

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2025 Fiscal Year**

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

**Final Vote: June 26, 2025**

John Butitta, Finance Committee Chairman

## **2025 CO**

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

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

### **Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center**

**WHEREAS**, the Winnebago County Juvenile Detention Center has received funding from the Winnebago County Community Mental Health Board in the amount of \$1,027,133.37 for the purpose of creating three confidential counseling spaces within the facility. Total expected cost for the project including architectural fees and construction is \$1,762,668. The Detention Home Fund balance will be used for expenditures in excess of the grant award; 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 **#25-016 JDC-MHB Accelerator Grant Award**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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: |  | <b>5/29/2025</b>          |  | AMENDMENT NO: 2025-016                       |  |
| DEPARTMENT:     |  | Juvenile Detention Center |  | SUBMITTED BY: Debbis Jarvis & Marlana Dokken |  |
| FUND#:          |  | 0131-Detention Home Fund  |  | DEPT. BUDGET NO. 43100-Detention Home        |  |

| Department<br>Org Number  | Object<br>(Account)<br>Number | Project<br>Number | Object (Account) Description | Adopted<br>Budget | Amendments<br>Previously<br>Approved | Revised<br>Approved<br>Budget | Increase<br>(Decrease) | Revised<br>Budget after<br>Approved<br>Budget<br>Amendment |
|---|-------------------------------|-------------------|------------------------------|-------------------|--------------------------------------|-------------------------------|------------------------|--|
| <b>Expenditures</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| 43100   | 46320                         | 02608             | Building Improvement         | \$0               | \$0                                  | \$0                           | \$1,027,133            | \$1,027,133  |
| 43100   | 46320                         |                   | Building Improvement         | \$30,000          | \$0                                  | \$30,000                      | \$735,535              | \$765,535  |
|   |                               |                   |                              |                   |                                      |                               |                        |  |
|   |                               |                   |                              |                   |                                      |                               |                        |  |
|   |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| 43100   | 32130                         | 02608             | Local Operating Grant        | \$0               | \$0                                  | \$0                           | (1,027,133)            | (\$1,027,133)  |
|   |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>TOTAL ADJUSTMENT:</b>  |                               |                   |                              |                   |                                      |                               | \$735,535              |  |
| <b>Reason budget amendment is required:</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| The Winnebago County Juvenile Detention Center has received funding from the Winnebago County Community Mental Health Board in the amount of \$1,027,133.37 for the purpose of creating three confidential counseling spaces within the facility. Total expected cost for the project including architectural fees and construction is \$1,762,668. The Detention Home Fund balance will be used for expenditures in excess of the grant award. |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Potential alternatives to budget amendment:</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| None  |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Impact to fiscal year 2025 budget: \$1,762,668</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue Source: Mental Health Board grant \$1,027,133; Detention Center Fund Balance \$735,535</b>   |                               |                   |                              |                   |                                      |                               |                        |  |



# GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

|                            |  |
|----------------------------|--|
| <b>Prepared By:</b>        | Marlana Dokken   |
| <b>Committee:</b>          | Finance Committee  |
| <b>Committee Date:</b>     | June 5, 2025   |
| <b>Ordinance Title:</b>    | Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center |
| <b>Board Meeting Date:</b> | June 26, 2025  |

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

## Funding Information:

|   |   |
|---|---|
| Grant Period of Performance:  |   |
| Is match required?  | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| - If yes, did you work with Accounting to determine match allocation?   | <input type="checkbox"/> yes <input type="checkbox"/> no            |
| Are Indirect Costs Allowable under the award?   | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| - If yes, is the 15% de minimus Indirect Cost rate included in the budget?  | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| <i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$50,000 of each subaward.</i> |   |
| - If no, please explain:<br>This is a capital project, in which all funds are requested to go to the project deliverables.                |   |
| 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? Unknown at this time.   |   |
| - 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:                                     |   |

**Winnebago County Community Mental Health Board Funding Agreement  
for Accelerator Grant Awards**

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and the County of Winnebago, Illinois (hereinafter "Provider") for a term commencing June 1<sup>st</sup>, 2025 (hereafter "Start Date") and ending May 31st, 2027 (hereafter "End Date"). WCCMHB and Provider are collectively referred to herein as "Parties" or individually as a "Party".

**1. SERVICES AND BILLINGS.** The Provider shall furnish the deliverables set forth in the work plan (the "Work Plan") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A and incorporated by reference herein, (hereafter the "Project").

A. Grant Funding: After signing this document, the Provider shall receive 25% of the awarded amount, processed according to WCCMHB policies. The subsequent funding for the Project pursuant to this Agreement is through a deliverable-based grant award agreement. The payment will be tied to the achievement of standard milestones, ensuring that the awards are directly linked to the progress of the Project. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

B. Grant Payments: Each subsequent grant payment received by Provider will be received at 25%, 50%, 75%, and 100% Project completion, and upon consultation with Provider's Project manager consistent with the work plan and a contractor's report, if applicable. Sufficient evidence shall be provided to establish milestone achievement and that WCCMHB funds were used only for their intended purpose(s) as outlined in Work Plan. Provider shall receive the approved amount of Project funding as follows and upon execution of the following deliverables:

- i. 25% completion of Project: additional 25% of award paid
- ii. 50% completion of the Project: additional 25% of award paid
- iii. 75% completion of the Project: additional 20% of award paid
- iv. 100% completion of the Project: final 5% of award paid

C. Billing Guidelines: Payments shall be upon meeting the thresholds mentioned in section 1b. Submission by the Provider of a satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

**2. ADMISSION REQUIREMENTS.** For any direct services incorporated in Project, eligibility for services is limited to residents of Winnebago County, Illinois. Provider will maintain admission criterion for the services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services (“IDHS”). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

**3. REPORTING, EVALUATION, AND MONITORING.** Provider shall track and report measurable outcome data, service information, evaluation and monitoring data congruent with Work Plan and as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Project and report on those measurable outcomes as defined in Work Plan.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A “Critical Event” is any event that potentially affects the Provider’s state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A “Sentinel Event” is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient’s illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.



C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider's staff to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least sixty (60) days in advance of any foreseeable closure or significant change to the Project or expected to impact Project availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider's obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

**4. FINANCIAL INFORMATION.** Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is

considered confidential to the client as Protected Health Information (“PHI”) or as Protected Personally Identifiable Information (“PII”).

The Provider’s reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

**5. FUNDING OTHER PROVIDERS.** As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider’s strategic plan and Provider’s application to WCCMHB, and comply with all policies and procedure as outlined by the WCCMHB.

**6. COUNTY BOARD APPROVAL.** Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB’s budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues.

**7. SERVICE REPORTING REQUIREMENTS.** On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

**8. COMMUNICATION REQUIREMENTS.** During Project progress, Provider will coordinate communication efforts related to Project with the WCCMHB, including the following Provider responsibilities:

- A. Record by video an impact presentation for the WCCMHB, which summarizes the outcomes of the grant award upon completion of Project.
- B. Provide an interview to a WCCMHB hired writer for WCCMHB Annual Impact Report, highlighting outcomes, as requested by WCCMHB
- C. Create and post social media content (at deliverable milestones) to highlight updates/news.

D. Tag the WCCMBH social media platforms in all Provider initiated social media content that pertains to the Project.

E. Acknowledge the support of WCCMHB as appropriate in communication materials that promote the Project – for example: flyers, brochures, website pages, etc.

**9. MENTAL HEALTH BOARD POLICIES.** The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

Further, Provider agrees it shall not use any funding for the Project received pursuant to this Agreement:

- i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of providing the Project's services to any participant;
- ii. For direct or indirect medical (physical health) services that are not related to mental health or substance use disorders;
- iii. To supplant funding for programs or services under the jurisdiction of public school systems; or
- iv. To augment or supplant funding from any other federal or state source prohibiting such action and/or subject to coordination of benefits.

The parties agree WCCMHB may contact Provider's funding sources with or without notice to Provider or Provider's knowledge to confirm compliance with all non-supplanting or supplemental funds and/or certification/accreditation standards.

**10. LIABILITY/INDEMNIFICATION/INSURANCE.** WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend

and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgements, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

During the term of this Agreement, Provider shall maintain in force policies of insurance including general liability, automobile and professional negligence covering its employees and contractors assigned to Provider's Project hereunder. Policy limits are subject to review and reasonable approval by the WCCMHB. Upon execution of this Agreement, and on specific request thereafter, Provider shall supply to the WCCMHB a current certificate(s) of insurance reflecting the required insurance policies as outlined by this Agreement. The general and automobile liability policies shall include the Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing. The declaration certificates shall specifically require the Insurance Company to notify the WCCMHB in writing at least thirty (30) days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the Provider until proper insurance certification has been received by the Board.

**11. REPAYMENT.** The Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason. Provider shall repay to the WCCMHB all or any portion of the funds received under this

Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Project, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

In addition, if any capital asset which was purchased in whole or in part by funds received under this Agreement or obtained through Project is sold within five (5) years of the End Date, WCCMHB shall be reimbursed for all or that percentage of funding provided by WCCMHB for said capital asset. The provisions of this Section 11 shall survive the termination of this Agreement.

**12. TERMINATION.** Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

In the event of a termination, the Provider shall incur no further costs and, unless the Provider is obligated under Section 11, the Provider shall be made whole for any costs already incurred. Should the Provider be in possession of additional WCCMHB funds at the time of termination, said funds shall be returned within thirty (30) days of termination.

**13. MONITORING AND EVALUATION.** WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Project is conducted by the Provider under this Agreement and to all records relating to the Project and Provider's operation for the purposes of monitoring and evaluating the Project and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating the Project's services and payment procedures. Provider and the WCCMHB shall comply with the confidentiality

requirements set by the state and federal law, as well as other regulations and rules that Provider and the WCCMHB is obligated to follow.

**14. LEGAL COMPLIANCE.** Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or “designee”) of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

**15. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**16. CONTROLLING LAW/ENFORCEMENT.** The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event either party takes any legal action to enforce the terms of this Agreement, including litigation, the Parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses and their reasonable attorney’s fees arising as a result thereof.

**17. CERTIFICATIONS.** By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

**18. NOTICE.** All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the

date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

|  |   |
|--|---|
| If to WCCMHB: Mary Ann Abate<br>Contact: Region 1 Planning Council<br>127 N. Wyman St, Suite 100<br>Rockford, IL 61101 | If to Provider: Marlana Dokken<br>Contact: 404 Elm Street<br>Rockford, IL 61101 |
|--|---|

**19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB Signatures:

PROVIDER Signature:

\_\_\_\_\_  
Winnebago County Community  
Mental Health Board  
PRESIDENT:  
Name: \_\_\_\_\_

\_\_\_\_\_  
County of Winnebago, Illinois  
  
Name of Signor: Joseph V. Chiarelli

\_\_\_\_\_  
TREASURER  
  
Name: \_\_\_\_\_

Title: Winnebago County Board Chairman

**WCCMHB**

Winnebago County  
Community Mental  
Health Board

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

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

|   |  |
|---|--|
| <b>Agency:</b>  | Winnebago County   |
| <b>Service, Program or Project Name:</b>  | Winnebago County Juvenile Detention Center                     |
| <b>Amount:</b>  | \$1,027,133.37   |
| <b>Contract Year:</b>   | June 1st, 2025 to May 31st, 2027                               |
| <b>Area of Capital:</b><br>Human, Social, and/or Physical                           | <ul style="list-style-type: none"><li>• Physical</li></ul>     |
| <b>Expense Categories:</b><br>What expense categories will the awarded funds cover? | <ul style="list-style-type: none"><li>• Construction</li></ul> |



**FUNDING AGREEMENT DELIVERABLES**

| <b>Project Progress</b>           | <b>Title</b>   | <b>Description</b>   | <b>Estimated Completion Date</b> | <b>Payout Amount</b> |
|-----------------------------------|--|--|----------------------------------|----------------------|
| D1 Initial - After Board Approval | Board approval, contract signed  | Fully executed contract and workplan   | 06/13/2025                       | \$256,783.34         |
| D2 25% Complete                   | Construction begins  | Evidence of groundbreaking   | 09/26/2025                       | \$256,783.35         |
| D3 50% Complete                   | Statement of work from contractors documenting completed work and remaining construction | Statement of work identifying specific percentage of work completed and percentage of work remaining | 12/19/2025                       | \$256,783.35         |
| D4 75% Complete                   | Confidential Counseling Spaces   | Evidence of three confidential counseling spaces submitted via Foundant                              | 06/19/2026                       | \$205,426.67         |
| D5 100% Complete                  | Site Visit   | Site visit and final walkthrough   | 05/31/2027                       | \$51,356.66          |

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

The Winnebago County Juvenile Detention Center will use Accelerator Award funding to renovate its campus and create three confidential counseling spaces.

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

The project will support behavioral health services at the Winnebago County Juvenile Detention Center.

---

**Signature**

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

Authorized Signature:

Printed Name:

Title:

Date:

---

**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** June 5, 2025  
**Ordinance Title:** Ordinance for a Budget Amendment for Focused Deterrence Program  
Partial Alternative Funding  
**Board Meeting Date:** June 26, 2025

## Budget Information:

|   |                           |
|---|---------------------------|
| Was item budgeted? No                             | Appropriation Amount: \$0 |
| If not, explain funding source: PSST Fund Balance |                           |
| ORG/OBJ/Project Code: 40128 (COCJI)/various/FD003 |                           |
| FY2025 Budget Impact: \$56,085                    |                           |

**Background Information:** The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has administered the Focused Deterrence program since its implementation in FY2022. The program was established in conjunction with the City of Rockford with each entity funding \$400,000. The County originally allocated ARPA funding for the Focused Deterrence program. Guidelines for use of ARPA funds were restricted as of 12/31/24 and only the salary and fringe expenses were obligated for use for the Focused Deterrence program. Another funding source for related non-personnel expenses was identified. This budget amendment funds the additional funding source. The County should meet its \$400,000 obligation by the end of fiscal year 2025.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2025 Fiscal Year**

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

**Final Vote: June 26, 2025**

John Butitta, Finance Committee Chairman

## **2025 CO**

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

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

### **Ordinance for a Budget Amendment for Focused Deterrence Program Partial Alternative Funding**

**WHEREAS**, the Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has administered the Focused Deterrence program since FY22 with funding through the County ARPA award. The County has committed a total of \$400,000 for the program. An additional funding source is necessary for a portion of the remaining committed expenditures related to the Focused Deterrence program; and,

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

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-018 Focused Deterrence Funding**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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: |  | 5/29/2025 |  | AMENDMENT NO: 2025-016                 |  |
| DEPARTMENT:     |  | COCJI     |  | SUBMITTED BY: Marlana Dokken & Finance |  |
| FUND#:          |  | 0001-PSST |  | DEPT. BUDGET NO. 40128-COCJI           |  |

| Department<br>Org Number   | Object<br>(Account)<br>Number | Project<br>Number | Object (Account) Description | Adopted<br>Budget | Amendments<br>Previously<br>Approved | Revised<br>Approved<br>Budget | Increase<br>(Decrease) | Revised<br>Budget after<br>Approved<br>Budget<br>Amendment |
|--|-------------------------------|-------------------|------------------------------|-------------------|--------------------------------------|-------------------------------|------------------------|--|
| <b>Expenditures</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| 40128  | 42293                         | FD003             | Incentives for Prog Clients  | \$0               | \$0                                  | \$0                           | \$300                  | \$300  |
| 40128  | 43212                         | FD003             | Telephone                    | \$0               | \$0                                  | \$0                           | \$430                  | \$430  |
| 40128  | 43190                         | FD003             | Other Professional Services  | \$0               | \$0                                  | \$0                           | \$55,355               | \$55,355   |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
|  |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>TOTAL ADJUSTMENT:</b>   |                               |                   |                              |                   |                                      |                               | \$56,085               |  |
| <b>Reason budget amendment is required:</b>  |                               |                   |                              |                   |                                      |                               |                        |  |
| <p>The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has administered the Focused Deterrence program since its implementation in FY2022. The program was established in conjunction with the City of Rockford with each entity funding \$400,000. The County originally allocated ARPA funding for the Focused Deterrence program. Guidelines for use of ARPA funds were restricted as of 12/31/24 and only the salary and fringe expenses were obligated for use for the Focused Deterrence program. Another funding source for related non-personnel expenses was identified. This budget amendment funds the additional funding source. The <u>County should meet its \$400,000 obligation by the end of fiscal year 2025.</u></p> |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Potential alternatives to budget amendment:</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| None   |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Impact to fiscal year 2025 budget: \$56,085</b>   |                               |                   |                              |                   |                                      |                               |                        |  |
| <b>Revenue Source: PSST Fund balance</b>   |                               |                   |                              |                   |                                      |                               |                        |  |

**CLOSED SESSION TO  
DISCUSS PENDING  
LITIGATION**



## Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** June 5, 2025  
**Resolution Title:** Resolution Authorizing Settlement of Pending Litigation (Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)  
**County Code:** Not Applicable  
**Board Meeting Date:** June 12, 2025

**Budget Information:**

|  |  |
|--|--|
| <b>Was item budgeted?</b> Yes              | <b>Appropriation Amount:</b> \$42,500        |
| <b>If not, explain funding source:</b> N/A |  |
| <b>ORG/OBJ/Project Code:</b>               | <b>Budget Impact:</b> Within budgeted amount |

**Background Information:** Settlement of claims by the Plaintiff against the Sheriff's Department, County Sheriff and two Sheriff deputies.

**Recommendation:** Staff concurs

**Contract/Agreement:** N/A

**Legal Review:** Legal review conducted by the State's Attorney's Office

**Follow-Up:** N/A



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

2025 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION  
(Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)**

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**WHEREAS**, *Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.*, is a pending civil action against the Sheriff's Department, County Sheriff and two Sheriff deputies, filed in the United States District Court for the Northern District of Illinois, as case number 3:20-cv-50515; and

**WHEREAS**, the Plaintiff therein has agreed to settle all claims she has against the County Defendants, for the sum of Forty-Two Thousand Five-Hundred Dollars (\$42,500.00); and

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

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Forty-Two Thousand Five-Hundred Dollars (\$42,500.00).

**BE IT FURTHER RESOLVED**, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Forty-Two Thousand Five-Hundred Dollars (\$42,500.00); payable as directed by the State's Attorney.

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

Respectfully submitted,  
**Finance Committee**

**AGREE**

**DISAGREE**

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JOHN BUTITTA, CHAIR

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JOHN BUTITTA, CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN SWEENEY

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JOHN SWEENEY

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CHRISTINA VALDEZ

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CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



# Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** June 5, 2025  
**Resolution Title:** Resolution Authorizing Settlement of Pending Litigation (Tracie Foster, as Independent Administrator of the Estate of Myra Foster, deceased v. County of Winnebago d/b/a River Bluff Nursing Home et al.)  
**County Code:** Not Applicable  
**Board Meeting Date:** June 12, 2025

## Budget Information:

|  |  |
|--|--|
| <b>Was item budgeted?</b> Yes              | <b>Appropriation Amount:</b> \$25,000        |
| <b>If not, explain funding source:</b> N/A |  |
| <b>ORG/OBJ/Project Code:</b>               | <b>Budget Impact:</b> Within budgeted amount |

**Background Information:** Settlement of claim by the Administrator of the Estate of a former River Bluff Nursing Home resident against the County of Winnebago, d/b/a River Bluff Nursing Home

**Recommendation:** Staff concurs

**Contract/Agreement:** N/A

**Legal Review:** Legal review conducted by the State's Attorney's Office

**Follow-Up:** N/A

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

2025 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION  
(Tracie Foster, as Independent Administrator of the Estate of Myra Foster, deceased v.  
County of Winnebago d/b/a River Bluff Nursing Home et al.)**

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**WHEREAS**, *Tracie Foster, as Independent Administrator of the Estate of Myra Foster, deceased v. County of Winnebago d/b/a River Bluff Nursing Home et al.*, is a pending civil action against the County, filed in the Seventeenth Judicial Circuit, Winnebago County, Illinois, as case number 2024-LA-59; and

**WHEREAS**, the Plaintiff therein has agreed to settle all claims she has against the County for the sum of Twenty-Five Thousand Dollars (\$25,000.00); and

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Twenty-Five Thousand Dollars (\$25,000.00).

**BE IT FURTHER RESOLVED**, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Twenty-Five Thousand Dollars (\$25,000.00); payable as directed by the State's Attorney.

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

Respectfully submitted,  
**Finance Committee**

**AGREE**

**DISAGREE**

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JOHN BUTITTA, CHAIR

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JOHN BUTITTA, CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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CHRISTINA VALDEZ

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CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the Finance Committee of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



## Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** June 5, 2025  
**Resolution Title:** Resolution Authorizing Settlement of Pending Litigation (Kelli Graham v. Winnebago County Health Department)  
**County Code:** Not Applicable  
**Board Meeting Date:** June 12, 2025

**Budget Information:**

|  |  |
|--|--|
| <b>Was item budgeted?</b> Yes              | <b>Appropriation Amount:</b> \$40,500        |
| <b>If not, explain funding source:</b> N/A |  |
| <b>ORG/OBJ/Project Code:</b>               | <b>Budget Impact:</b> Within budgeted amount |

**Background Information:** Settlement of IDHR charge by a former employee and against the Winnebago County Health Department.

**Recommendation:** Staff concurs

**Contract/Agreement:** N/A

**Legal Review:** Legal review conducted by the State's Attorney's Office

**Follow-Up:** N/A

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

2025 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION  
(Kelli Graham v. Winnebago County Health Department)**

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**WHEREAS**, a former employee of the Winnebago County Health Department, Kelli Graham, has filed an Illinois Department of Human Rights (IDHR) charge of discrimination, Charge No. 2024CF2221, against the Winnebago County Health Department; and

**WHEREAS**, Ms. Graham therein has agreed to settle all claims she has against the County for the sum of Forty Thousand Five-Hundred Dollars (\$40,500.00); and

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

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned IDHR charge by paying Ms. Graham therein the sum of Forty Thousand Five-Hundred Dollars (\$40,500.00).

**BE IT FURTHER RESOLVED**, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Forty Thousand Five-Hundred Dollars (\$40,500.00); payable as directed by the State's Attorney.

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

Respectfully submitted,  
**Finance Committee**

**AGREE**

**DISAGREE**

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JOHN BUTITTA, CHAIR

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JOHN BUTITTA, CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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CHRISTINA VALDEZ

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CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the Finance Committee of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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