

# PUBLIC SAFETY COMMITTEE AGENDA

**Called By:** Aaron Booker, Chairman

**DATE:** WEDNESDAY, JANUARY 15, 2020

**Members:** Fred Wescott, John Butitta,  
Paul Arena, Angie Goral, Dan Fellars,  
Dorothy Redd

**TIME:** 5:30 PM

**LOCATION:** ROOM 510  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

## AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 20, 2019, July 1, 18, 2019, and August 22, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety 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. Thank you.
- E. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant (Rockford Sexual Assault Counseling)
- F. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant (Remedies Renewing Lives)
- G. Resolution Approving First Amendment to Subcontractor Agreement for the Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant (Remedies Renewing Lives)
- H. Ordinance Prohibiting the Establishment of Cannabis Dispensing Organizations within Unincorporated Winnebago County
- I. Other Matters
- J. Adjournment

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

Thursday, June 20, 2019  
5:30 PM

**Present:**

Aaron Booker, **Chairman**  
Dan Fellars  
John Butitta  
Paul Arena

**Absent:**

Fred Wescott  
Angie Goral  
Dorothy Redd

**Others Present:**

Carla Paschal, County Administrator  
Tiana McCall, Chief Strategic Initiatives Officer  
Dave Kurlinkus, Deputy State's Attorney  
Mark Karner, Chief Deputy  
Jean Crosby, County Board Member  
Jaime Salgado, County Board Member  
Keith McDonald, County Board Member  
Dave Boomer, County Board Member  
Steve Schultz, County Board Member

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of December 13, 2018, January 23, February 20, and March 7, 2019 Minutes
- D. Public Comment
- E. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program
- F. Adjournment

Chairman Booker called the meeting to order at 5:30 PM.

**Motion to approve the Minutes of December 13, 2018, January 23, February 20, and March 7, 2019**

Moved: Mr. Fellars, Seconded: Mr. Arena and Mr. Butitta.

Motion passed by unanimous voice vote.

**Public Comment**

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program**

Motion by Mr. Fellars and Seconded by Mr. Butitta.

- Mr. Karner spoke about the School Resource Officer Program.
- A discussion followed.

Motion passed by unanimous voice vote.

**Motion to Adjourn.** Moved: Mr. Fellars, Seconded: Mr. Butitta.  
Motion passed by unanimous voice vote.  
Meeting adjourned at 5:37 PM.

Respectfully submitted,

Amy Ferling  
Administrative Assistant

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

Monday, July 1, 2019  
5:30 PM

**Present:**

Aaron Booker, **Chairman**  
Angie Goral  
Dan Fellars  
Dorothy Redd  
John Butitta  
Paul Arena

**Absent:**

Fred Wescott

**Others Present:**

Tiana McCall, Chief Strategic Initiatives Officer  
Dave Kurlinkus, Deputy State's Attorney  
Mark Karner, Chief Deputy  
Chris Dornbush, Director of Development Services  
Dr. Sandra Martel, Public Health Administrator  
Lori Gummow, County Clerk  
Kim Ponder, Human Resources Director  
Jean Crosby, County Board Member  
Keith McDonald, County Board Member  
Tim Nabors, County Board Member  
Burt Gerl, County Board Member  
Jas Bilich, County Board Member

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Win-Bur-Sew Fire Protection District
- E. Adjournment

Chairman Booker called the meeting to order at 6:13 PM.

**Public Comment**

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Win-Bur-Sew Fire Protection District**

- A discussion followed.

Motion by Mr. Butitta and Seconded by Mr. Fellars and Ms. Goral to accept the Motion.

Motion passed by unanimous voice vote.

**Motion to Adjourn.** Moved: Mr. Fellars, Seconded: Mr. Butitta.

Motion passed by unanimous voice vote. Meeting adjourned at 6:20 PM.

Respectfully submitted,  
Amy Ferling  
Administrative Assistant

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

Thursday, July 18, 2019

Immediately Following the Finance Committee Meeting at 5:30 PM

**Present:**

Aaron Booker, Chairman  
Angie Goral  
Dorothy Redd  
John Butitta  
Paul Arena

**Absent:**

Fred Wescott  
Dan Fellars

**Others Present:**

Carla Paschal, County Administrator  
Tiana McCall, Chief Strategic Initiatives Officer  
Dave Kurlinkus, Deputy State's Attorney  
David Doll, Public Defender  
Paul Carpenter, State's Attorney's Office  
Mark Karner, Chief Deputy  
Jaime Salgado, County Board Member  
Armando Cardenas, Winnebago County Crime Commission  
Alice Uphouse, Winnebago County Crime Commission

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Staffing and Retention Discussion – States Attorney and Public Defender Offices
- E. Adjournment

Chairman Booker called the meeting to order at 6:44 PM.

**Public Comment**

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Staffing and Retention Discussion – States Attorney and Public Defender Offices**

- Mr. Kurlinkus and Dave Doll gave a report.
- A discussion followed.

**Motion to Adjourn.** Moved: Mr. Butitta, Seconded: Mr. Arena.

Motion passed by unanimous voice vote.

Meeting adjourned at 7:55 PM.

Respectfully submitted,

Amy Ferling  
Administrative Assistant

**Winnebago County Board  
Public Safety Committee Meeting**  
Conference Room 815  
Behind County Board Room  
County Courthouse  
400 West State Street  
Rockford, IL 61101

Thursday, August 22, 2019  
5:30 PM

**Present:**

Aaron Booker, **Chairman**  
Fred Wescott  
Angie Goral  
John Butitta

**Absent:**

Dan Fellars  
Dorothy Redd  
Paul Arena

**Others Present:**

Tiana McCall, Chief Strategic Initiatives Officer  
Dave Kurlinkus, Deputy State's Attorney  
Marilyn Hite Ross, State's Attorney  
Mark Karner, Chief Deputy  
Ann Johns, Purchasing Director  
Lieutenant J. Egler, Sheriff's Office  
Dave Boomer, County Board Member

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution to Approve Intergovernmental Agreement for 2019 Justice Assistance Grant Award
- E. Resolution Awarding Proposals for Inmate Food Services
- F. Other Matters
- G. Adjournment

Chairman Booker called the meeting to order at 5:35 PM.

**Public Comment**

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Resolution to Approve Intergovernmental Agreement for 2019 Justice Assistance Grant Award**

- A discussion followed.

Motion by Mr. Butitta and Seconded by Mr. Wescott.

Motion passed by unanimous voice vote.

**Resolution Awarding Proposals for Inmate Food Services**

- A discussion followed.

Motion by Mr. Butitta and Seconded by Mr. Wescott.  
Motion passed by unanimous voice vote.

**Other Matters**

None

**Motion to Adjourn.** Moved: Mr. Butitta, Seconded: Ms. Goral.  
Motion passed by unanimous voice vote.  
Meeting adjourned at 5:41 PM.

Respectfully submitted,

Amy Ferling  
Administrative Assistant

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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE  
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR  
FAMILIES GRANT**

**WHEREAS**, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

**WHEREAS**, in order to provide the Grant deliverables, the County desires to contract with Rockford Sexual Assault Counseling, Inc. as a subcontractor (hereinafter the "Subcontractor"); and

**WHEREAS**, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Rockford Sexual Assault Counseling, Inc. is approved in substantially the same form as the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**



**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

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Aaron Booker, Chairman

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Fred Wescott

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Fred Wescott

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John Butitta

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John Butitta

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Paul Arena

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Paul Arena

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Angie Goral

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Angie Goral

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Dan Fellars

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Dan Fellars

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Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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

**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND ROCKFORD SEXUAL ASSAULT COUNSELING, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Rockford Sexual Assault Counseling, Inc. with an address at 4990 E. State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2021 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Executive Director and legal advocate will participate in this grant program by providing consultation in the development of the Family Justice Collaborative. The Executive Director will oversee the participation of RSAC staff in this project and both the Executive Director and the legal advocate will participate in the development of the Family Justice Collaborative. RSAC staff will also assist in creating trainings on Victim Safety, Stalking, and Human Trafficking.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Executive Director at an hourly rate of \$52.50 for year 1 of the project and \$55.13 for year 2 of the project, for a

total amount not to exceed \$1,291.56 (24 hours) over the term of this Agreement. The County agrees to pay Subcontractor for the services of the Legal Advocate at an hourly rate of \$37.50 for year 1 of the project and \$39.38 for year 2 of the project, for a total amount not to exceed \$1,845.12 (48 hours) over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at [nticknor@17thcircuit.illinoiscourts.gov](mailto:nticknor@17thcircuit.illinoiscourts.gov) or to such other address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(c) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(d) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(e) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

6. **Termination:**

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

7. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

8. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

9. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

10. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

11. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

12. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

13. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term

hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

14. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Courts  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215  
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Rockford Sexual Assault Counseling, Inc.  
Attn: Executive Director  
4990 E. State Street  
Rockford, IL 61108

15. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

16. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

17. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

18. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

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

ROCKFORD SEXUAL ASSAULT COUNSELING, INC.

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



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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE  
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR  
FAMILIES GRANT**

**WHEREAS**, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

**WHEREAS**, in order to provide the Grant deliverables, the County desires to contract with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

**WHEREAS**, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

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Fred Wescott

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John Butitta

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John Butitta

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Paul Arena

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Paul Arena

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Angie Goral

\_\_\_\_\_  
Angie Goral

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Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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

**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND REMEDIES RENEWING LIVES, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term**: The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2021 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Legal Advocate will provide advocacy to victims in the DV Civil Court, with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the Domestic Violence Coordinated Courts (DVCC) Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearing held in the DVCC Civil Court. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project and will attend DVAC and advocate meetings as requested.
- b) Remedies' Vice President of Domestic Violence Services and Grants and Contracts Manager will each participate in DVCC meetings and will serve as consultants for the development of the Family Justice Collaborative. They will assist with the

development of local trainings on victim safety, stalking, and human trafficking. Remedies' Vice President of Domestic Violence Services and the Grants and Contracts Manager will directly supervise all employees working in the DVAC.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Legal Advocate at a yearly rate of \$24,027.18 with a \$200 bonus for year 1 of the project and \$24,504.72 with a \$200 bonus for year 2 of the project, a for a total amount not to exceed \$48,531.90 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.45%), Worker's Compensation (2%), Unemployment (2%), Life Insurance, and Retirement (6%), for a total amount not to exceed \$9,358.06 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate not to exceed \$38.45 for year 1 of the project and \$40.37 for year 2 of the project for a total amount to not exceed \$1,891.68 (48 hours) over the term of this Agreement. The County agrees to pay Subcontractor for the services of the Grant and Contract Manager at an hourly rate not to exceed \$30.29 for year 1 of the project and \$31.80 for year 2, for a total amount not to exceed \$745.08 (24 hours) over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$18.00, to not exceed \$432.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$6,095.87 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at [nticknor@17thcircuit.illinoiscourts.gov](mailto:nticknor@17thcircuit.illinoiscourts.gov) or to such other address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(c) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(d) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(e) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

#### 7. **Termination:**

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any

obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Courts  
Attn: Nicole Ticknor  
400 W. State Street, Suite 215



Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives, Inc.  
Attn: Grants and Contracts Manager  
220 Easton Parkway  
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

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

REMEDIES RENWING LIVES, INC

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

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

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING FIRST AMENDMENT TO SUBCONTRACTOR  
AGREEMENT FOR THE DOMESTIC VIOLENCE HOMICIDE PREVENTION  
DEMONSTRATION INITIATIVE PHASE II GRANT**

**WHEREAS**, the County has been awarded the Department of Justice/Office on Violence Against Women Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant (hereinafter the "Grant"); and

**WHEREAS**, in order to provide the Grant deliverables, the County has entered into an Agreement dated September 5, 2019 with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

**WHEREAS**, due to the receipt of additional funding, the parties desire to amend the Agreement to add two part-time positions to assist with implementation of the grant activities; and

**WHEREAS**, the understanding between the County and the Subcontractor related to the terms of the amendment is set forth in the First Amendment to Agreement Between Winnebago County, Illinois and Remedies Renewing Lives, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the First Amendment to Agreement Between Winnebago County, Illinois and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

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

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

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

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

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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

**FIRST AMENDMENT TO AGREEMENT**  
**BETWEEN WINNEBAGO COUNTY, ILLINOIS**  
**AND**  
**REMEDIES RENEWING LIVES**

This First Amendment is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between Winnebago County, Illinois (hereinafter the "County") and Remedies Renewing Lives (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated September 5, 2019, for Subcontractor to provide services to County under the Domestic Violence Homicide Prevention Demonstration Initiative Phase Two grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section provides for funding of those positions; and

WHEREAS, the County has received funding to support two additional part-time positions for this Grant; and

WHEREAS, the Parties desire to amend the Agreement to add the services of two part-time individuals employed by Subcontractor, in addition to those already listed in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Section 2 of the Agreement is modified to add the following:

5) Two part-time Lethality Assessment Program (LAP) Hotline Specialist Support Staff (each position to not exceed 24 hours a week).

2. Section 3(a) of the Agreement is modified to add the following:

The County agrees to pay Subcontractor for the salary and fringe benefits of two part-time LAP Hotline Specialist Support Staff at a total amount not to exceed \$38,516.82 beginning on October 1, 2019 to the termination date of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.

4. This First Amendment shall bind and benefit both Parties and any successors or assigns.

5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated \_\_\_\_\_, 2019, relating to the Domestic Violence Homicide Prevention Demonstration Phase Two Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

REMEDIES RENEWING LIVES

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

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

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

**2020 CO**

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE  
SPONSORED BY: AARON BOOKER**

**AN ORDINANCE PROHIBITING THE ESTABLISHMENT OF CANNABIS  
DISPENSING ORGANIZATIONS WITHIN UNINCORPORATED WINNEBAGO  
COUNTY**

**WHEREAS**, County of Winnebago, a body politic and corporate of the state of Illinois ("County") is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

**WHEREAS**, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which authorizes the County to enact an ordinance prohibiting, or significantly limiting, the location of cannabis business establishments; and

**WHEREAS**, the County has determined that the operation of adult use cannabis dispensing organizations present adverse impacts upon the health, safety and welfare of local (nearby) residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the local community; and

**WHEREAS**, based upon the experiences of other communities, the County has reasonable concerns about the adverse impacts of adult use cannabis dispensing organizations locating within unincorporated Winnebago County; and

**WHEREAS**, the County has determined that this Ordinance prohibiting the location of adult use cannabis dispensing organizations within the County's unincorporated territory is in the best interests of the County and the public; and

**WHEREAS**, nothing herein shall be deemed to conflict with or in any way impede or impact the provisions set forth in the Winnebago County Code pertaining to Medical Cannabis, including but not limited to the regulation of Medical Cannabis Cultivation Centers and Medical Cannabis Dispensing Organizations.

**NOW, THEREFORE, BE IT ORDAINED** by the County Board of the County of Winnebago, that the Winnebago County Code is hereby amended by adding a Chapter, to be numbered Chapter 91, and which shall read as attached in Exhibit A.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, that this Ordinance is effective immediately upon its adoption; and

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Winnebago County Clerk transmit copies of this Resolution to the following: (1) Winnebago County State's Attorney's Office, (2) Winnebago County Building and Zoning Department, (3) Winnebago County Highway Department, (4) Winnebago County Sheriff, and (5) the Municode corporation that this ordinance attached hereto may be published and entered into the Winnebago County Code.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2020

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Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

---

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



**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

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

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

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

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

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Dan Fellars

\_\_\_\_\_  
Dan Fellars

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Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

(TO ADOPT)

(TO NOT ADOPT)

Dated this \_\_\_\_ day of January, 2020.

**[EXHIBIT A]**

**Chapter 91– WINNEBAGO COUNTY CANNABIS DISPENSING ORGANIZATIONS  
PROHIBITION ORDINANCE**

**ARTICLE I. IN GENERAL**

**Section 91-1. Recitals and title.**

The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance. This section of the County Code shall be referred to, cited, and known as the Winnebago County Cannabis Dispensing Organizations Prohibition Ordinance.

**ARTICLE II. CANNABIS DISPENSING ORGANIZATIONS PROHIBITED**

**Section 91-2. Definitions.**

Definitions. The following words and phrases shall, for the purposes of this Chapter have the meanings respectively ascribed to them by this section, as follows:

*ADULT-USE CANNABIS BUSINESS ESTABLISHMENT*: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

*ADULT-USE CANNABIS CRAFT GROWER*: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS CULTIVATION CENTER*: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS DISPENSING ORGANIZATION*: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products,

cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER:* An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*PERSON:* Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

### **Section 91-3. Cannabis Dispensing Organizations Prohibited.**

The following Adult-Use Cannabis Business Establishment is prohibited in the unincorporated portions of the County of Winnebago. No person shall locate, operate, own, suffer, or allow to be operated or aide, abet or assist in the operation within the County of Winnebago of any of the following:

1. Adult-Use Cannabis Dispensing Organization

Adult-Use Cannabis Dispensing Organizations do not include Medical Cannabis Cultivation Centers or Medical Cannabis Dispensing Organizations as set forth in Chapter 90 of the Winnebago County Code.

### **Section 91-4. Cannabis Business Establishments Allowed.**

The following Adult-Use Cannabis Business Establishments are allowed in the unincorporated portions of the County of Winnebago.

1. Adult-Use Cannabis Craft Grower
2. Adult-Use Cannabis Cultivation Center

3. Adult-Use Cannabis Infuser Organization or Infuser
4. Adult-Use Cannabis Processing Organization or Processor
5. Adult-Use Cannabis Transporting Organization or Transporter

### **ARTICLE III. CANNABIS DISPENSING ORGANIZATIONS AS A PUBLIC NUISANCE**

#### **Section 91-5. Public Nuisance Declared.**

Operation of any prohibited Adult-Use Cannabis Dispensing Organization within the County in violation of the provisions of this Chapter is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Prosecution of any violation under this section shall not be deemed to preclude prosecution of a violation of this Ordinance as an ordinance violation, in addition to filing actions to abate the violation as a public nuisance.

### **ARTICLE IV. VIOLATION; PENALTIES**

#### **Section 91-6. Violations; Penalties.**

Any Person who violates any provision of this Ordinance or fails to comply with any of the requirements of this Ordinance, shall be guilty of an offense punishable by a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). Each day that the violation continues unabated shall be deemed a separate offense under this Ordinance. Violations of this Chapter may be enforced by the County's legal counsel instituting the appropriate proceeding at law, in equity, or via administrative proceedings, to restrain, correct, or abate such violations, or to enforce any provision of this Ordinance, or any order issued pursuant thereto, to require the removal or termination of the unlawful use, and to seek the assessment of a fine and court costs as authorized by this Ordinance. The imposition of penalties herein described shall not preclude the County's legal counsel from instituting appropriate action to prevent unlawful uses governed by this Chapter.

### **ARTICLE V. MISCELLANEOUS PROVISIONS; EFFECTIVE DATE**

#### **Section 91-7. Severability.**

If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrences shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**Section 91-8. Effective Date.**

This Ordinance shall be in full force and effect from the date of its passage and after its passage and approval and publication as required by law.