



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

**Thursday, May 26, 2022**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** ..... Board Member Kevin McCarthy
3. **Agenda Announcements** ..... Chairman Joseph Chiarelli
4. **Roll Call** ..... Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Presentations – None
  - C. Public Hearings – None
  - D. Public Participation
  - E. Proclamations
    - “100<sup>th</sup> Anniversary Rockford Navy Club Ship #1” Accepted by Ship #1 Commander Bob LaMay, Anne Church, Debbie Larson and Dawn Redmond
    - “Mental Health Awareness Month” Accepted by NAMI President David Gill, NAMI Board Members Sue Schroeder, Eric Brown and Joan Lodge and NAMI Executive Director Danielle Angileri
6. **Approval of Minutes** ..... Chairman Joseph Chiarelli
  - A. Approval of April 28, 2022 minutes
  - B. Layover of May 12, 2022 minutes
7. **Consent Agenda** ..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
  - A. Win-Bur-Sew Fire Protection District, Compensation: \$1,500 per year
    1. Charles W. Meyers, Sr. (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2025

**9. Reports of Standing Committees.....Chairman Joseph Chiarelli**

**A. Finance Committee..... Jaime Salgado, Committee Chairman**

1. Committee Report
2. Resolution Establishing the Salary for the Winnebago County Sheriff
3. Ordinance Amending the Annual Appropriation Ordinance to Account for the Deferred Prosecution Grant to be Laid Over
4. Ordinance Amending the Budget for Fund 0501 Copier Lease Buy Out to be Laid Over

**B. Zoning Committee .....Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

1. Z-01-22 A Map Amendment to Rezone +- 55.57 Acres from the AG, Agricultural Priority District and the IL, Light Industrial District to the IH, Heavy Industrial District for the properties that are commonly known as 8554, 8630 and 8786 Lindenwood Road, Rockford, IL 61109 in Rockford Township, District 9, to be laid over
2. SU-02-22 A Special Use Permit for Outdoor Recreation (to allow Hunting Grounds with Lodge) in the AG, Agricultural Priority District for the property commonly known as XXXX N. Oliver Road (on west side) where said road and W. Oliver Road terminate in Harrison Township, District 2, to be laid over
3. SU-03-22 A Special Use Permit for Outdoor Recreation (to allow Hunting Grounds) in the FP, Floodplain Overlay District for the property commonly known as XXXX N. Oliver Road (on west side) where said road and W. Oliver Road terminate in Harrison Township, District 2, to be laid over
4. Committee Report

**C. Economic Development Committee..... Fred Wescott, Committee Chairman**

1. Committee Report

**D. Operations & Administrative Committee .....Keith McDonald, Committee Chairman**

1. Committee Report
2. Resolution to Change Hours of the County Clerk's Office on 2022 Election Days
3. Resolution Authorizing the County Administrator to Hire a Project Consultant for County Construction Projects

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

1. Committee Report
2. (22-018) Resolution Authorizing the Award of a Bid for 2022 MFT General Maintenance by Roscoe Township (Section 22-11000-002-GM)  
Roscoe Township Cost: \$254,255.81 C.B. District: 3, 4 & 7  
County Cost: N/A
3. (22-019) Resolution Authorizing the Highway Department to Lease Five Light Duty Vehicles as Part of the Master Lease Agreement with Enterprise FM Trust  
Cost: \$32,923.80 (FY2022) C.B. District: County Wide
4. (22-020) Resolution to request Permission from IDOT for Intermittent Closure of IL Route 75 During a Cycling Event on August 7, 2022  
Cost: N/A C.B. District: 1, 2 & 5

5. (22-021) Resolution Authorizing the Execution of a Site License Agreement with e-vergent.com LLC to Install Antennas on the County's Water Tower at 5470 Baxter Road  
Cost: N/A C.B. District: 9

- F. Public Safety and Judiciary Committee.....**Burt Gerl, Committee Chairman**
  1. Committee Report
  2. Resolution Approving Agreements for Deferred Prosecution Program

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

**Appointments Read in April 14, 2022**

- A. Four Rivers Sanitation Authority, Compensation: \$6,000 per year
  1. Elmer Jones (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2025
- B. Harlem-Roscoe Fire District Board, Compensation: Not to exceed \$1,500 per year
  1. Bart Munger (Reappointment), Roscoe, Illinois, May 1, 2022 to April 30, 2025
- C. Otter Creek Lake Utility District, Compensation: None
  1. Ronald Waldschmidt (Reappointment), David, Illinois, May 1, 2022 to April 30, 2027
- D. North Park Water District, Compensation: \$1,200 per year
  1. Carol Lamb (Reappointment), Rockton, Illinois, May 1, 2022 to April 30, 2027
- E. New Milford Fire Protection District, Compensation: Not to exceed \$1,000 per year
  1. Julie Dodd (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2025
- F. Northwest Fire Protection District, Compensation: Not to exceed \$1,000 per year
  1. Gregory Gill (Reappointment), Machesney Park, Illinois, May 1, 2022 to April 30, 2025
- G. Durand Sanitary District, Compensation: None
  1. David Bliss (Reappointment), Durand, Illinois, May 1, 2022 to April 30, 2025
- H. Board of Review, Compensation: \$27,809.86
  1. Thomas Ewing (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2024

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

**12. Announcements & Communications ..... Clerk Lori Gummow**  
A. Correspondence (see packet)

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

**Next Meeting: Thursday, June 9, 2022**

**Awards,  
Presentations,  
Public Hearings,  
Public Participation &  
Proclamations**





# Proclamation

*In Recognition of*  
**100<sup>th</sup> Anniversary**  
**Rockford Navy Club Ship #1**

**WHEREAS**, Rockford Navy Club Ship #1 began operating in the year 1922 and has been in continuous operation since; and

**WHEREAS**, The Rockford Navy Club, through much great effort, established an order known as the National Navy Clubs of America by drafting laws and creating a charter which was approved by the United States Congress in 1940, giving the Rockford Navy Club the name, Ship #1, and thereby establishing Rockford Navy Club as the first Navy Club in the United States; and

**WHEREAS**, The Navy Club is a philanthropic nonprofit, private club having created a large scholarship fund for Rock Valley College students, awarding Navy Club wristwatches to top cadets graduating from the Great Lakes Training Center, serving veterans from all the armed forces through a relationship with the Veteran's Center as well as serving the entire community through many auxiliary activities; and

**WHEREAS**, Rockford Navy Club is celebrating 100 years of relationships with their fellow Navy, Marine and Coast Guard members all year and especially during their celebratory event on June 11; and

**WHEREAS**, it is historically fitting that this monumental anniversary for Ship #1 be honored by the entire community;

**NOW, THEREFORE BE IT RESOLVED**, that I, Joseph V. Chiarelli, Chairman of the Winnebago County Board, do hereby proclaim June 11, 2022, as the:

## **“The 100<sup>th</sup> Anniversary of Rockford Navy Club Ship #1”**

in Winnebago County and encourage all residents to recognize the longevity and significant contributions of Rockford Navy Club Ship #1 as well as the service that Navy men and women have made to the cause of peace and freedom in our community, our country, and throughout the world.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 26th day of May, 2022.

Joseph V. Chiarelli, Chairman  
Winnebago County Board



# Proclamation

## *In Recognition of*

# Mental Health Awareness Month

**WHEREAS**, mental health is part of overall health; and

**WHEREAS**, mental health helps to sustain an individual's thought processes, relationships, productivity and ability to adapt to change or face adversity. Mental illness adversely affects those abilities and often is life-threatening in nature; and

**WHEREAS**, one in five adults experiences mental health problems in any given year and such problems can contribute to the onset of mental illness. One in 17 adults live with mental illness such as major depression, bipolar disorder or schizophrenia; and

**WHEREAS**, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

**WHEREAS**, long delays – sometimes decades – often occur between the time symptoms first appear and when individuals get help. Early identification and treatment can make a profound difference in successful management of mental illness and recovery; and

**WHEREAS**, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

**WHEREAS**, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

**WHEREAS**, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

**NOW, THEREFORE BE IT RESOLVED**, I, Joseph V. Chiarelli, Chairman of the Winnebago County Board, do hereby proclaim May 2022 as:

### **“Mental Health Awareness Month”**

in Winnebago County and encourage all citizens to rally support for all individuals affected by mental illness.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 26<sup>th</sup> day of May, 2022.

**Joseph V. Chiarelli, Chairman  
Winnebago County Board**

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
APRIL 28, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 28, 2022 at 6:00 p.m.
2. County Board Member Kelley gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Sweeney, Tassoni, Webster, and Wescott were present.) (Board Member Schultz was absent.)

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

5.     Awards         -         None
- Presentations -         Carlos Molina, Winnebago County Engineer. Discussion by Board members Tassoni, Arena, Redd, Webster and Goral.
- Public Hearings -         None
- Public Participation-         Reverend Earl Dotson Sr. spoke of West Side development.
- John Tac Brantley, Renewal Turning Point, spoke of bike paths in the community.
- Proclamations -         “Great American Cleanup” Presented to Frank Manzullo, Coordinator Great American Cleanup.
- “YWCA Stand Against Racism” Presented to Kelly McNeal, YWCA Community Systems Development and Referral Specialist and Livia Bane, YWCA Director, Child Care Resource and Referral.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of March 24, 2022 and layover County Board Minutes of April 14, 2022, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

**CONSENT AGENDA**



7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 28, 2022. Board Member McCarthy made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Wescott. Motion was approved a unanimous vote of all members present. (Board Member Schultz was absent.)

### **APPOINTMENTS**

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**
- A. Cherry Valley Fire Protection District, Compensation: \$4,500 annually/\$375 per month with certification classes
1. Karl Ericksen (Reappointment), Cherry Valley, Illinois, May 1, 2022 to April 30, 2025

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

9. Board Member Salgado read in for the first reading of an Ordinance for the Approval of Budget Amendment for Transfer from General Fund to Special Revenue Funds to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent. Board Member Salgado moved to approve the Ordinance, seconded by Board Member Fellars. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
10. Board Member Salgado read in for the first reading of an Ordinance for the Approval of Budget Amendment to Change Part-Time Administrative Assistant to Full-Time Administrative to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.) Board Member Salgado moved to approve the Ordinance, seconded by Crosby. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
11. Board Member Salgado read in for the first reading of an Ordinance for the Approval of Budget Amendment to Hire an Emergency Services and Disaster Agency (ESDA) Coordinator to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Arena. Discussion by Chairman Chiarelli, Chief Ciganek and Board Members Salgado, Goral, Redd, and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
12. Board Member Salgado read in for the first reading of an Ordinance for the Approval of Budget

Amendment Adding Administrative Position in Corrections Administration to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member McCarthy. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

13. Board Member Salgado made a motion to approve a Resolution Awarding Elevator Electrical Services Modernization for the Administration Building (2022 CIP), seconded by Board Member Hoffman. Discussion by Board Members Salgado, Arena, and Lindmark. Motion was approved by a roll call vote of 14 yes and 5 no votes. (Board members Crosby, Lindmark, McDonald, Webster, and Wescott voted no.) (Board Member Schultz was absent.)
14. Board Member Salgado made a motion to approve a Resolution to Grant ARP Funding to the AARC at Booker Center for Capital Repairs (2022 ARP), seconded by Board Member Fellars. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.) Additional discussion by Chief Financial Officer Rickert and Board Members Salgado, Butitta, and Redd.

#### **ZONING COMMITTEE**

15. No Report.

#### **ECONOMIC DEVELOPMENT**

16. Board member Wescott made a motion to approve a Resolution Abating Property Taxes on Property Located at 3820 Westlake Village Drive, Winnebago, Illinois Specifically Identified as Property Index Number 09-25-376-013 and Commonly Known as Westlake Village Golf Course, seconded by Board Member Sweeney. Discussion by Director of Development Services Dornbush and Board Members Arena, Salgado, and Booker. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

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

17. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Reliance Standard to Provide Team Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance, seconded by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
18. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Reliance Standard for Voluntary Life Insurance, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

#### **PUBLIC WORKS**

19. Board Member Tassoni made a motion to approve (22-010) Resolution Authorizing an Agreement with the State of Illinois to Install Street Lights at Weldon Road and US Business 20 (Section 22-00704-00-TL), seconded by Board Member Booker. Discussion by Board Members Tassoni and Redd. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
20. Board Member Tassoni made a motion to approve (22-011) Resolution Authorizing the Award of Bid for the 2022 Pavement Patching Program (Section 22-00000-01-GM), seconded by Board Member Sweeney. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
21. Board Member Tassoni made a motion to approve (22-012) Resolution Authorizing the Award of Bid for Latham Road Resurfacing from Meridian Road to Owen Center Road and Appropriating Rebuild Illinois Funds (Section 21-00700-00-RS), seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
22. Board Member Tassoni made a motion to approve (22-013) Resolution Authorizing the Award of Bid for Latham Road & Bell School Road Pipe Culvert Replacements (Section 22-00705-00-DR), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
23. Board Member Tassoni made a motion to approve (22-014) Resolution Authorizing a Local Public Agency Agreement for Federal Participation for Two Box Culvert Replacements on Gleasman Road and for Appropriating the Local Share of Funds (Section 17-00654-00-BR), seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
24. Board Member Tassoni made a motion to approve (22-015) Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. to Provide Construction Engineering Services for the Replacement of Two Box Culverts on Gleasman Road (Section 17-00654-00-BR), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
25. Board Member Tassoni made a motion to approve (22-016) Resolution Authoring an Agreement between the County of Winnebago and the City of Rockford for Pavement Repairs on Bell School Road (Section 22-00000-01-GM), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
26. Board Member Tassoni made a motion to approve (22-017) Resolution Authorizing an Agreement between the County of Winnebago and the Village of Pecatonica for Improvements to Pecatonica Road (CH-18), seconded by Board Member Booker. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

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

27. No Report.

## **UNFINISHED BUSINESS**

### **28. Appointments**

- A. Four Rivers Sanitation Authority, Compensation: \$6,000 per year
  - 1. Ginger Haas (New Appointment), Rockford, Illinois, May 1, 2022 to April 30, 2025

Board Member Sweeney made a motion to approve the Appointment (as listed above), seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

## **NEW BUSINESS**

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

The Board discussed a motion to suspend the rules to send a Responsible Bidder Ordinance to the Economic Development Committee. After discussion, Chief of the Civil Bureau Vaughn announced the Board does not need to take action if going to the Operations and Administrative Committee.

Board Member Tassoni will not be at the next Finance Committee.

Board Member Butitta spoke of the Highway presentation.

## **ANNOUNCEMENTS & COMMUNICATION**

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
  - a. Second Meeting with Constellation Energy Generation, LLC (Constellation) to discuss Performance Monitoring of Pressurizer Welds at Byron Nuclear Station (Byron) and Braidwood Nuclear Station (Braidwood)
  - b. Federal Register/Vol. 87, No. 75 / Tuesday, April 19, 2022 / Notices
  - c. Byron Station, Units 1 and 2 – Confirmation of Initial License Examination
- B. County Clerk Gummow received from the Illinois Environmental Protection Agency Bureau of Land a Notice of Application for Permit to Manage Clean Construction or Demolition Debris (CCDD) (LPC-PA26). Description of Project: Renewal of CCDD Permit CCDD2016-013-DE/OP. The site is owned by John's Stone, LLC. The facility will be operated by Illinois CCDD operating, LLC, The anticipated closure date in 2039.

County Clerk Gummow reminded the Board to submit their Statement of Economic Interest.



Board Member McCarthy announced April is autism awareness month.

Director of Development Services Dornbush spoke of an ARP Funds spreadsheet.

**ADJOURNMENT**

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Sweeney. Motion was approved by a voice vote. (Board Member Schultz was absent.) The meeting was adjourned at 7: 36 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
MAY 12, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 12, 2022 at 6:00 p.m.
2. County Board Member Lindmark gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Gerl, Hoffman, Lindmark, McDonald, Nabors, Salgado, Schultz, Sweeney, Tassoni, Webster, and Wescott were present.) (Board Members Goral, Kelley, McCarthy, and Redd were absent.)

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- None

Proclamations - “National Police Week” Presented to Sheriff Gary Caruana by Board Member Booker.

“National Correctional Officers Week” Presented to Superintendent Bob Redmond by Chairman Chiarelli.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Lindmark made a motion to approve County Board Minutes of April 14, 2022 and layover County Board Minutes of April 28, 2022, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Goral, Kelley, McCarthy, and Redd were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 12, 2022. Board Member Booker made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor’s Report, seconded by Board Member Lindmark. Motion was approved a

unanimous vote of all members present. (Board Members Goral, Kelley, McCarthy, and Redd were absent.)

### **APPOINTMENTS**

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**
  - A. North Park Public Water District, Compensation: \$1,200 annually
    1. Josh Aurand (New Appointment to fulfill remainder of term of Karen Biever), Machesney Park, Illinois, April 30, 2021 to May 1, 2026

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

9. Board Member Salgado made a motion to approve a Resolution to Fund Juneteenth Event with ARP Funds, seconded by Board Member Fellars. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Goral, Kelley, McCarthy, and Redd were absent.)
10. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Beverly Ludeen and Matthew Emigholz, et al. v. County of Winnebago et al.), seconded by Board Member Gerl. Motion was approved by a roll call vote of 15 yes and 1 no vote. (Board Member Booker voted no.) (Board Members Goral, Kelley, McCarthy, and Redd were absent.) Discussion by Board Member Salgado.

#### **ZONING COMMITTEE**

11. No Report.

#### **ECONOMIC DEVELOPMENT**

12. No Report

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

13. No Report.

#### **PUBLIC WORKS**

14. No Report.

## **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

15. No Report.

## **UNFINISHED BUSINESS**

16. None

## **NEW BUSINESS**

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

## **ANNOUNCEMENTS & COMMUNICATION**

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
  - a. Byron Station Unit 1 and Unit 2 – Request for Information for an NRC Triennial Heat Exchanger/Sink Performance Inspection and Request for Information; Inspection Report 05000454/2022002; 05000455/2022002.
  - b. Federal Register/Vol. 87, No. 85/Tuesday, May 3, 2022 / Notices
- B. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report as of February, 2022 Bank Balances.
- C. County Clerk Gummow received from McDermaid Roofing and Insulating Co. a Certificate of Liability Insurance.

County Clerk Gummow announced early voting will begin Thursday, May 19, 2022 from 8:30 a.m. until 4:30 p.m. in the County Administration Building.

Board Member Booker announced this weekend the Pec Thing will be held at the Winnebago County Fairgrounds in Pecatonica, IL.

## **ADJOURNMENT**

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Sweeney. Motion was approved by a voice vote. (Board Members Goral, Kelley, McCarthy, and Redd were absent.) The meeting was adjourned at 6: 19 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
5 different organizations for 5 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30706	1	BOYLAN CATHOLIC HIGH SCHOOL	06/13/2022-06/13/2022	\$ 4,999.00
30707	1	CENTER FOR SIGHT AND HEARING	06/27/2022-06/27/2022	\$ 4,999.00
30708	1	ROCKFORD AREA REALTORS	07/13/2022-07/13/2022	\$ 700.00
30709	1	ROCKFORD PROMISE	05/27/2022-06/24/2022	\$ 3,200.00
30710	1	ROSCOE LIONS CLUB	05/27/2022-09/11/2022	\$ 8,000.00

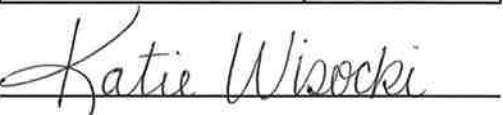
The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report,

Deputy Clerk



LORI GUMMOW  
Winnebago County Clerk

Date 26-May-22

County Board Meeting: 5/26/22  
R E S O L U T I O N

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$ 561,925
101	PUBLIC SAFETY TAX	\$ 94,237
103	DOCUMENT STORAGE FUND	\$ 5,386
105	VITAL RECORDS FEE FUND	\$ 152
106	RECORDERS DOCUMENT FEE FUND	\$ 12,165
107	COURT AUTOMATION FUND	\$ 8,031
111	CHILDREN'S WAITING ROOM FUND	\$ 409
114	911 OPERATIONS FUND	\$ 237,477
115	PROBATION SERVICE FUND	\$ 813
116	HOST FEE FUND	\$ 45,250
123	STATE DRUG FORFEITURE ST ATTY	\$ 246
129	COUNTY AUTOMATION FUND	\$ 13,675
131	DETENTION HOME	\$ 9,378
155	MEMORIAL HALL	\$ 4,132
156	CIRCUIT CLERK ELECTRONIC CITATION	\$ 11,062
158	CHILD ADVOCACY PROJECT	\$ 1,072
161	COUNTY HIGHWAY	\$ 40,590
162	COUNTY BRIDGE FUND	\$ 1,833
163	FEDERAL AID MATCHING FUND	\$ 4,844
164	MOTOR FUEL TAX FUND	\$ 243,265
165	TOWNSHIP HIGHWAY FUND	\$ 5,949
168	TOWNSHIP BRIDGE	\$ 3,498
181	VETERANS ASSISTANCE FUND	\$ 7,715
185	HEALTH INSURANCE	\$ 37,812
194	TORT JUDGMENT & LIABILITY	\$ 12,768
196	MENTAL HEALTH TAX FUND	\$ 1,638,513
301	HEALTH GRANTS	\$ 120,030
302	SHERIFF'S DEPT GRANTS	\$ 98,246
304	PROBATION GRANTS	\$ 43,677
307	COMMUNITY DEVELOPMENT GRANTS	\$ 3,500
309	CIRCUIT COURT GRANT FUND	\$ 94,624
312	EMERGENCY RENTAL ASSISTANCE II	\$ 149,844
313	AMERICA RESCUE PLAN	\$ 395,532
401	RIVER BLUFF NURSING HOME	\$ 341,184
410	ANIMAL SERVICES	\$ 14,654
420	555 N COURT OPERATIONS FUND	\$ 15,429
501	INTERNAL SERVICES	\$ 2,519
	 TOTAL THIS REPORT	 \$ 4,281,436



The adoption of this report is hereby recommended:

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

ADOPTED: This 26th day of May 2022 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

# Appointments



## Executive Summary

Date: May 26, 2022

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

---

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, “The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county board, or as otherwise provided by law.”

**Recommendation:** County Board Chairman Joseph V. Chiarelli recommends the following person to serve as County appointee.

.....

**Charles W. Meyers, Sr.** of Rockford, Illinois, to serve a 3-year term from May 2022 – May 2025 on the Win-Ber-Sew Fire Protection Board.

Win-Bur-Sew Fire Protection District	
<i>Location:</i>	110 E. Main Street Winnebago, IL 61088
<i>Service Description:</i>	Provide fire emergency, medical, and other life safety services for residents of the Village of Winnebago and unincorporated areas.
<i>Board Composition:</i>	Three (3) trustees appointed by the Winnebago County Board Chairman with the advice and consent of the County Board. Must reside in District.
<i>Bond:</i>	\$2,000
<i>Attorney:</i>	Shawn P. Flaherty, DiNolfo Hasenbalg & Castaldo, Ltd. Naperville, IL
<i>Compensation:</i>	Not to exceed \$1,500 per year, plus 50% if ambulance service.
<i>Meetings:</i>	3rd Tuesday of the month
<i>Origin of Entity:</i>	<a href="#">Fire Protection District Act (70 ILCS 705/1)</a>
<i>Property Tax/Funding:</i>	District levies an annual property tax, charges for services and replacement tax.
<i>Consolidation/Dissolution Plans:</i>	<i>If applicable</i>

May 12, 2022

To: Karen Elyea  
Winnebago County Chairman's Office

This letter is my request to remain as a Trustee with the Win-Bur-Sew Fire Protection District. I feel in the past 12 years of serving as the current Secretary, that I have had a positive impact toward this organization. I also feel that the current trustees work as an effective team and would appreciate being appointed for another 3-year term so our work can be continued.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles W. Meyers, Sr.", written in a cursive style.

Charles W. Meyers, Sr.  
Secretary of Win-Bur-Sew Board of Trustees

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**



## Resolution Executive Summary

**Prepared By:** David J. Rickert - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** May 19, 2022  
**Resolution Title:** A Resolution Establishing the Salary for the Winnebago County Sheriff.  
**County Code:** Not Applicable  
**Board Meeting Date:** May 26, 2022  
**Budget Information:**

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> This will be budgeted in 2023	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b>

**Background Information:** The County Board of the County of Winnebago, Illinois is required to fix the salaries and other benefits to be paid to certain elected officials at least 180 days before the beginning of the term of those elected offices whose compensation is to be fixed. Public Act 102-0699 changed the compensation level for the County Sheriff.

**Recommendation:** Staff Concurs  
**Contract/ Agreement:** Not Applicable  
**Legal Review:** Not Applicable  
**Attachments:** N/A

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

2022 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

---

**RESOLUTION ESTABLISHING THE SALARY FOR THE  
WINNEBAGO COUNTY SHERIFF**

---

**WHEREAS**, Section 5-1010 of the Counties Code [55 ILCS 5/5-1010] requires the County Board to establish the salary of County officers at a meeting prior to the election of the officers whose salary is being established; and

**WHEREAS**, Section 2(a) of the Local Government Officer Compensation Act [50 ILCS 145/2(a)] requires the salary of elected officers for local governments to be established at least one hundred eighty (180) days prior to the start of their term; and

**WHEREAS**, Section 2(b) of the Local Government Officer Compensation Act [50 ILCS 145/2(b)] requires the salary of elected officers of a county be set by ordinance or resolution of the County Board; and

**WHEREAS**, the Public Act 102-0699 was enacted on April 19, 2022; and

**WHEREAS**, the Public Act 102-0699 amends the Counties Code by adding Section 3-6007.5 [55 ILCS 5/3-6007.5] as follows:

Section 3-6007.5. Sheriff's salary.

- (a) As used in this Section, "salary" is exclusive of any other compensation or benefits.
- (b) The salary of a sheriff elected or appointed after the effective date of this amendatory Act of the 102nd General Assembly in a non-home rule county shall not be less than 80% of the salary set for the State's Attorney under Section 4-2001 for the county in which the sheriff is elected or appointed.
- (c) The State shall furnish 66 2/3% of the total annual salary to be paid to a sheriff. Said amounts furnished by the State shall



be payable monthly by the Department of Revenue out of the Personal Property Tax Replacement Fund or the General Revenue Fund to the county in which the sheriff is elected or appointed. The county shall furnish 33 1/3% of the total annual salary.

; and

**WHEREAS**, Section 4-2001 of the Counties Code establishes the methods used to set the salary of the State's Attorney; and

**WHEREAS**, Section 4-2001(a)(1) through (a)(4) of the Counties Code sets either a certain annual salary for the State's Attorney or an annual salary for State's Attorney "as set by the Compensation Review Board, whichever is greater" [55 ILCS 5/4-2001(a)(1) through (a)(4)]; and

**WHEREAS**, Section 4-2001(a)(5) of the Counties Code provides for the greater of the set salary or the salary "as set by the Compensation Review Board" to include "any cost of living adjustments as authorized by the Compensation Review Board" [55 ILCS 5/4-2001(a)(1)]; and

**WHEREAS**, pursuant to Section 4-2001 of the Counties Code the Winnebago County State's Attorney's annual salary along with any cost-of-living adjustments is set and authorized by the Compensation Review Board on an annual basis in July.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the annual salary for the Winnebago County Sheriff shall be as follows:

1. Effective December 1, 2022, the Winnebago County Sheriff's annual salary shall be set at no less than eighty percent (80%) of the Winnebago County State's Attorney's salary as is set by the State of Illinois pursuant to Section 4-2001 of the Counties Code inclusive of any cost-of-living adjustments as authorized by the Compensation Review Board.
2. In addition to the salary provided for in Paragraph 1, the Sheriff shall have an annual stipend to be paid by the Illinois Department of Revenue out of the Personal Property Tax Replacement Fund in the amount of six thousand five hundred dollars (\$6,500.00) as required by Section 4-6003(d) of the Counties Code [55 ILCS 5/4-6003(d)].
3. The definition of benefits for the Winnebago County Sheriff shall be defined by the County Board of the County of Winnebago, Illinois and shall be consistent with the other county-wide elected officials.

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

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

**Respectfully submitted,  
FINANCE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Steve Schultz

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

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

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

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Keith McDonald

**DISAGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Steve Schultz

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

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

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

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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



## Resolution Executive Summary

**Prepared By:** David J. Rickert, CFO  
**Committee:** Finance Committee  
**Committee Date:** May 19, 2022  
**Resolution Title:** Ordinance Amending the Annual Appropriation Ordinance to Account for the Deferred Prosecution Grant  
**County Code:** Winnebago County Budget Ordinance  
**Board Meeting Date:** May 26, 2022

**Budget Information:**

Was item budgeted?	No	Appropriation Amount: \$1,037,969
If not, explain funding source:	IL Criminal Justice Information Authority	
ORG/OBJ/Project Code:	0120-42000-XXXXX	Budget Impact: None

**Background Information:** This amendment establishes a new grant award from the Illinois Criminal Justice Information Authority for an expanded deferred prosecution program in the State's Attorney's Office.

**Recommendation:** Grant compliance and Finance department guidance suggests this budget amendment should be made to maintain separation between grant awards.

**Contract/Agreement:** Contact the States Attorney's Office for additional information on the funding award.

**Legal Review:** Not Applicable

**Follow-Up:** Update Munis Accounting records.

**2022 Fiscal Year**

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

Finance:	May 19, 2022
Lay Over:	May 26, 2022
<b>Final Vote:</b>	<b>June 9, 2022</b>

**2022 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, 2022 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, Winnebago County has received a grant to implement and support an expanded deferred prosecution program from the Illinois Criminal Justice Information Authority.

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2022 at its September 30, 2021 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 the 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 **#2022-016 Deferred Prosecution Grant**

(AGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

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

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

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

\_\_\_\_\_  
STEVE SCHULTZ

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

\_\_\_\_\_  
JOHN BUTITTA

Respectfully Submitted,  
**FINANCE COMMITTEE**  
(DISAGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

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

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

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

\_\_\_\_\_  
STEVE SCHULTZ

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

\_\_\_\_\_  
JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2022.

ATTESTED BY:

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

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

## REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 5/19/2022				AMENDMENT NO: 2022-016			
DEPARTMENT: 42000				SUBMITTED BY: J. Hanley			
FUND#: 0120				DEPT. BUDGET NO. 42000			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
42000	41110-02127	Regular Salary	\$0	\$0	\$0	\$378,559	\$378,559
42000	41211-02127	Life Insurance	\$0	\$0	\$0	\$14	\$14
42000	41231-02127	IMRF	\$0	\$0	\$0	\$18,663	\$18,663
42000	41241-02127	FICA/Medicare	\$0	\$0	\$0	\$28,960	\$28,960
42000	48211--02127	Health Insurance	\$0	\$0	\$0	\$148,649	\$148,649
42000	42110-02127	Supplies	\$0	\$0	\$0	\$2,516	\$2,516
42000	42115-02127	Non-Capital Office Equipment	\$0	\$0	\$0	\$27,730	\$27,730
42000	42491-02127	Software Licensing Fees	\$0	\$0	\$0	\$17,568	\$17,568
42000	43167-02127	Software Subscription	\$0	\$0	\$0	\$600	\$600
42000	43190-02127	Other Professional Services	\$0	\$0	\$0	\$337,641	\$337,641
42000	48220-02127	Indirect Cost Allocation	\$0	\$0	\$0	\$76,069	\$76,069
42000	49990-02127	Miscellaneous/Incentives	\$0	\$0	\$0	\$1,000	\$1,000
Revenue							
31000	32120-02703	State Operating Grant - ICJIA Grant	\$0	\$0	\$0	(\$1,037,969)	(\$1,037,969)
TOTAL ADJUSTMENT:						(\$0)	
Reason budget amendment is required:							
This amendment establishes a new grant award from the the Illinois Criminal Justice Information Authority for an expanded deferred prosecution program in the State's Attorney's Office.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$0							
Revenue Source: Illinois Criminal Justice Information Authority							



## Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Finance Committee  
**Committee Date:** May 19, 2022  
**Resolution Title:** Ordinance Amending the Budget for Fund 0501 Copier Lease Buy Out  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** May 26, 2022  
**Budget Information:**

<b>Was item budgeted? - Appropriation Amount:</b> \$410,548.00 Lease pay off / \$88,412 for purchase		
<b>ORG/OBJ/Project Code:</b> 0501-82100-46500	<b>Budget Impact:</b>	Funds are available in Fund 0501 to facilitate this request

### Background Information:

The Purchasing Department manages the County's copier fleet which consists of 123 machines. Since 2018, the County has been utilizing the Cooperative Purchasing Agreement #PEPPM 2018 for copiers and maintenance services with Gordon Flesch Company, Inc.

The Purchasing Department recently explored the option of paying off the remaining leases on the copiers, which will result in an interest savings of \$48,279.36 over the term of the lease.

### Recommendation:

Dave Rickert, Winnebago County CFO, recommends paying off the remaining copier lease, with funding from the Internal Services Fund.

### Follow-Up:

County will issue a check in the amount of \$410,548.00 to Gordon Flesch Leasing.  
County will issue a check in the amount of \$88,412 to Gordon Flesch Inc.  
Going forward Internal Services Fund will budget for copier purchases.

**2022 Fiscal Year**

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

Finance: May 19, 2022  
Lay Over: May 26, 2022  
**Final Vote: June 9, 2022**

**2022 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, 2021 and recommends its adoption.

**ORDINANCE**

**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."

**WHEREAS**, the County currently has leases for new equipment with Gordon Flesch Company, Inc. for the replacement of older and obsolete copiers; and,

**WHEREAS**, the County has decided to pay the lease early with Gordon Flesch Company, Inc. with funding from the Internal Services Fund; and,

**WHEREAS**, the County requires the purchase of nine new copiers from Gordon Flesch Company, Inc. with funding from the Internal Services Fund; and,

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the aforementioned service and recommends approving the lease buyout and the new equipment purchase; and

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board deems that pursuant to the 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 **#2022-017 Copier Lease Buy Out**



**BE IT FURTHER RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, a check GORDON FLESCH COMPANY LEASING, P.O. BOX 2290, MADISON, WISCONSIN 53701 in the dollar amount of FOUR HUNDRED TEN THOUSAND, FIVE HUNDRED FORTY-EIGHT DOLLARS (\$410,548.00) for the lease pay off and a check to GORDON FLESCH COMPANY, INC. BIN 88236, MILWAUKEE, WISCONSIN 53288 for EIGHTY-EIGHT THOUSAND DOLLARS, FOUR HUNDRED AND TWELVE DOLLARS (\$88,412) for new equipment purchase.

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

(AGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

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

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

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

\_\_\_\_\_  
STEVE SCHULTZ

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

\_\_\_\_\_  
JOHN BUTITTA

Respectfully Submitted,  
**FINANCE COMMITTEE**  
(DISAGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

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

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

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

\_\_\_\_\_  
STEVE SCHULTZ

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

\_\_\_\_\_  
JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2022.

ATTESTED BY:

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

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

2022  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: <b>5/19/2022</b>								AMENDMENT NO: 2022-017	
DEPARTMENT: 82100								SUBMITTED BY: Dave Rickert	
FUND#: 0501								DEPT. BUDGET NO. 82100	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment		
<b>Expenditures</b>									
82100	43830	Office Equipment Rental	\$192,000	\$0	\$192,000	\$410,548	\$602,548		
82100	46500	Office Furniture and Equipment	\$0	\$0	\$0	\$88,412	\$88,412		
<b>Revenue</b>									
		Fund Balance				(\$498,960)			
<b>TOTAL ADJUSTMENT:</b>						\$0			
Reason budget amendment is required:									
By paying off our remaining lease with Gordon Flesch Company and buying the existing copies in the County office this will allow the county to save around \$48,279.36 and own it's own fleet of copiers.									
Potential alternatives to budget amendment:									
None									
Impact to fiscal year 2022 budget:									
\$0									
Revenue Source: <u>Internal Services Copier Fund Balance</u>									

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
**May 26, 2022**

**B. Zoning Committee.....Jim Webster, Committee Chairman**

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. Z-01-22 A MAP AMENDMENT TO REZONE +- 55.57 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT AND THE IL, LIGHT INDUSTRIAL DISTRICT TO THE IH, HEAVY INDUSTRIAL DISTRICT, requested by the Winnebago Landfill Company, LLC, Property Owner, represented by Sherry Harlan, Attorney, for the properties that are commonly known as 8554, 8630 and 8786 Lindenwood Road, Rockford, IL 61109 in Rockford Township.  
PINS: 16-31-326-002, 16-31-326-003, and 16-31-376-001 C.B. District 9  
Les Rating: Low Consistent W/2030 LRMP-Future Map: Yes  
**ZBA Recommendation: APPROVAL (5-0)**  
**ZC Recommendation: TBD**
  2. SU-02-22 A SPECIAL USE PERMIT FOR OUTDOOR RECREATION (TO ALLOW HUNTING GROUNDS WITH LODGE) IN THE AG, AGRICULTURAL PRIORITY DISTRICT, requested by Pecatonica River Lodge, LLC, Property Owner, represented by James Rodriguez, Attorney, for the property commonly known as XXXX N. Oliver Road (on west side) where said road and W. Oliver Road terminate in Harrison Township.  
PIN: 06-28-400-012 C.B. District 2  
Les Rating: NA Consistent W/2030 LRMP-Future Map: NA  
**ZBA Recommendation: APPROVAL W/ CONDITIONS (5-0)**  
**ZC Recommendation: TBD**
  3. SU-03-22 A SPECIAL USE PERMIT FOR OUTDOOR RECREATION (TO ALLOW HUNTING GROUNDS) IN THE FP, FLOODPLAIN OVERLAY DISTRICT, requested by Pecatonica River Lodge, LLC, Property Owner, represented by James Rodriguez, Attorney, for the property commonly known as XXXX N. Oliver Road (on west side) where said road and W. Oliver Road terminate in Harrison Township.  
PIN: 06-28-400-012 C.B. District 2  
Les Rating: NA Consistent W/2030 LRMP-Future Map: NA  
**ZBA Recommendation: APPROVAL W/ CONDITIONS (5-0)**  
**ZC Recommendation: TBD**
- 

4. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
    - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for Wednesday, **June 8, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
    - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **June 22, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
-

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Lori Gummow

**Committee:** Operations and Administrative

**Committee Date:** May 19, 2022

**Resolution Title or Ordinance Title:** Resolution to Change Hours of the County Clerk's Office on Election Day

**County Code:** 55 ILCS 5/3-2007

**Board Meeting Date:** May 26, 2022

**Budget Information:**

<b>Was item budgeted?</b>	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact: \$ 0</b>

**Background Information:**

To facilitate Elections, the Clerk's Office will be closed to all other business. This is a customary practice on Election Day. All Deputy Clerks will be working behind the scenes to assist voters, poll workers and election staff.

**Recommendation:**

**Contract/Agreement:**

**Legal Review:** Lafakeria Vaughn

**Follow-Up:**

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**2022 CR**

---

**RESOLUTION TO CHANGE HOURS OF THE COUNTY CLERK'S OFFICE  
ON 2022 ELECTION DAYS**

---

**WHEREAS**, the County Board of the County of Winnebago, Illinois, may change the hours of operation of the office of the County Clerk by resolution passed at a regular meeting of the County Board pursuant to 55 ILCS 5/3-2007; and

**WHEREAS**, the County Clerk is an Election Authority pursuant to 10 ILCS 5/1-3; and

**WHEREAS**, the General Primary Election is June 28, 2022 and the General Election is November 8, 2022; and

**WHEREAS**, Public Act 98-1171 was signed into law effective June 1, 2015, requiring Election Authorities to allow same day voter registration in their offices on Election Day; and

**WHEREAS**, the County Board finds that the County Clerk's office shall be engaged in the duties of an Election Authority on June 28, 2022 and November 8, 2022; and

**WHEREAS**, the County Board finds that the County Clerk will not be able to perform its normal duties other than the primary duties of the Election Authority due to the elections held on June 28, 2022 and November 8, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Clerk's office of the County of Winnebago shall not perform any duties other than those pertaining to the General Primary Election on June 28, 2022 and the General Election on November 8, 2022, and the County Clerk's office shall be closed to all other services on June 28, 2022 and November 8, 2022, with the exception of election-related services.

**BE IT FURTHER RESOLVED**, that the County Clerk shall publish and post notice of this change in services.

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



Respectfully submitted,  
**Operations and Administrative Committee**

**AGREE**

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

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

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

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

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

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

**DISAGREE**

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

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

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

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

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attested by:

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

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

2022 CR \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: PAUL ARENA

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**RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO HIRE A  
PROJECT CONSULTANT FOR COUNTY CONSTRUCTION PROJECTS**

---

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

**WHEREAS**, the County of Winnebago, Illinois plans various construction projects throughout the county, and these projects may involve architects, contractors, planners, consultants and other professional services; and

**WHEREAS**, the Operations and Administrative Committee desires to have the County Administrator hire a project consultant for these construction projects, which will include but not be limited to reviewing bids, plans and costs on materials and equipment submitted to the County; and

**WHEREAS**, the Operations and Administrative Committee and County Board recognizes the value of hiring an in-house project consultant who can oversee construction projects and assist with any cost-savings; and

**WHEREAS**, the final selection of the project consultant shall be subject to the advice and consent of the Winnebago County Board.

**THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Administrator is authorized and directed to hire a project consultant for County construction projects, with the final selection subject to the advice and consent of the Winnebago County Board.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator and Chief Financial Officer.

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

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

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

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

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

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

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

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

# **PUBLIC WORKS COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** May 17, 2022

**Resolution Title:**

**(22-018)** Resolution Authorizing the Award of a Bid for 2022 MFT General Maintenance by Roscoe Township (SECTION: 22-11000-02-GM)

**County Code:** PWC Resolution #22-018

**Board Meeting Date:** Thursday, May 26, 2022

**Budget Information:**

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

**Background Information:**

By state requirements, the County Board must award bids for Township projects that utilize Motor Fuel Tax (MFT) funds.

**Recommendation:**

Roscoe Township is in agreement to award this bid to the low bidder.

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office

**Follow-Up**

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

**22-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR  
2022 MFT GENERAL MAINTENANCE  
BY ROSCOE TOWNSHIP  
(SECTION: 22-11000-02-GM)**

**WHEREAS**, Roscoe Township has bid motor fuels tax general maintenance work for 2022; and

**WHEREAS**, as Roscoe Township plans on using Motor Fuel Tax (MFT) funding to pay for the work the contract must be awarded by the Winnebago County Board; and

**WHEREAS**, in connection with said project four (2) bids were received, as shown on the attached bid tap, at Roscoe Township on April 25, 2022 for Section 22-11000-02-GM; with the low bid being from **Curran Contracting Co. in the amount of \$254,255.81**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Curran Contracting Co. in the amount of \$254,255.81.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on April 25, 2022 for Section 22-11000-02-GM from Curran Contracting Co. in the amount of \$254,255.81 is hereby awarded; and

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

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022,  
adopted the above and foregoing Resolution.

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

ATTEST:

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

April 25, 2022

Mr. Steve Schreier, Road Commissioner  
Township of Roscoe Highway Department  
5792 Elevator Road  
Roscoe, IL 61073

Re: 2022 MFT General Maintenance  
Section 22-11000-02-GM

Dear Mr. Schreier:

A bid opening was held on Monday, April 25, 2022, at 10:00 A.M. for the referenced project. A total of three (3) bids were received. A unit price bid tabulation has been enclosed with this letter. The results of the bid opening are summarized as follows:

<b>Curran Construction, Crystal Lake, IL:</b>	<b>\$254,255.81</b>
Rock Road Companies, Janesville, WI:	\$258,719.63
William Charles Construction, Rockford, IL:	\$296,840.26

As indicated, Curran Construction was the low, responsible bidder for the project. Curran Construction's bid was approximately 15% below the Engineer's Estimate of \$300,253.00. All bidders are considered qualified and capable of completing the work in a workmanlike fashion. Subject to fiscal considerations and provided there is not a protest of the bid opening results, we recommend awarding the contract to Curran Construction of Crystal Lake, IL for \$254,255.81.

Since this project is using Motor Fuel Tax (MFT) and Rebuild Illinois (RBI) funding, the award of this contract also needs to be approved by the Winnebago County Board of Trustees. We have requested that the bid opening results be presented and approved at the County Board Meeting scheduled for May 12<sup>th</sup>. Once approved by all parties, Curran Contracting will be notified, and contracts prepared for submittal and review by the Illinois Department of Transportation.

If you have any further questions, please do not hesitate to contact our office.

Very truly yours,

**R. H. BATTERMAN & CO., INC.**  
Engineers-Surveyors-Planners



Aaron M. Full, P.E.  
Project Manager

AF/af

Enc.

Cc: Harold Nimmer (via e-mail)  
Carlos Molina (via e-mail)  
Tony Baratta (via e-mail)





# Illinois Department of Transportation

## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
Township of Roscoe	Winnebago	22-11000-02-GM	04/25/22

Approved Engineer's Estimate	Attended By (IDOT Representative(s))	Bidder's Name	Rock Road Companies Inc.	William Charles Construction Co.
\$300,253.00	N/A	Bidder's Address	PO Box 1818	833 Featherstone Road
		City, State, Zip	Janesville WI 53547	Rockford, IL 61107
		Proposal Guarantee	Bond, 5%	Bond, 5%
		Terms	N/A	N/A

### Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
20300100	CHANNEL ECAVATION		CU.YD	15	\$200.0000	\$3,000.00	\$350.0000	\$5,250.00	\$390.9400	\$5,864.10
40600290	BIT MATLS TACK CT		POUND	6250	\$1.1000	\$6,875.00	\$0.0100	\$62.50	\$0.0100	\$62.50
40600982	HMA SURF REM BUTT JT		SQ.YD.	301	\$8.0000	\$2,408.00	\$10.5000	\$3,160.50	\$35.3700	\$10,646.37
40604000	HMA SC IL-9.5FG C N50		TON	1560	\$93.5000	\$145,860.00	\$73.0000	\$113,880.00	\$79.0000	\$123,240.00
63000019	NON-BLOCKED SPBGR		FOOT	1037.5	\$32.0000	\$33,200.00	\$40.9100	\$42,444.13	\$38.3800	\$39,819.25
63000050	WPGR ATT CLVRT CASE 1		FOOT	206.2	\$320.0000	\$65,984.00	\$96.1500	\$19,826.13	\$189.8800	\$39,153.26
63000370	LSG OVER CUL 25' SPAN		FOOT	50	\$40.0000	\$2,000.00	\$49.2600	\$2,463.00	\$85.8500	\$4,292.50
63100045	TRAF BAR TERM T2		EACH	4	\$1,375.0000	\$5,500.00	\$1,837.9000	\$7,351.60	\$1,868.5000	\$7,474.00
63200310	GUARDRAIL REMOV		FOOT	325	\$9.0000	\$2,925.00	\$10.4800	\$3,406.00	\$12.1200	\$3,939.00
72400100	REMOV SIN PAN ASSY TA		EACH	8	\$110.0000	\$880.00	\$175.0000	\$1,400.00	\$151.5000	\$1,212.00
78005110	EPOXY PVT MK LINE 4		FOOT	10540	\$0.9000	\$9,486.00	\$0.8900	\$9,380.60	\$0.9000	\$9,486.00
78005180	EPOXY PVT LINE 24		FOOT	27	\$5.0000	\$135.00	\$5.2500	\$141.75	\$5.3000	\$143.10
LR631020	TRAF BAR TERM T1		EACH	4	\$3,850.0000	\$15,400.00	\$4,122.4000	\$16,489.60	\$2,666.4000	\$10,665.60
X7010216	TRAF CONT & PROT SPL		L. SUM	1	\$6,600.0000	\$6,600.00	\$29,000.0000	\$29,000.00	\$2,721.9500	\$2,721.95
Total Bid:						As Read:		\$254,255.81		\$258,719.63
						As Calculated:		\$254,255.81		\$258,719.63
						% Over/Under:		(15.32)%		(13.83)%
										\$296,840.26
										\$296,840.26
										(1.14)%



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** May 17, 2022

**Resolution Title:**

(22-019) Resolution Authorizing the Highway Department to Lease Five Light Duty Vehicles as part of the Master Lease Agreement with Enterprise FM Trust

**County Code:** PWC Resolution #22-019

**Board Meeting Date:** Thursday, May 26, 2022

**Budget Information:**

<b>Was item budgeted?</b>	<b>Yes</b>	<b>Appropriation Amount:</b> \$33,000 (FY2022)
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	<b>461-45120</b>	<b>Budget Impact:</b> \$5,000 (FY 2022)

**Background Information:**

The Highway Department started a light-duty vehicle lease program in 2018 to reduce maintenance costs on our fleet. If approved, this would be the third round of five vehicle leases since the program started. Due to supply issues, it is estimated that two of the vehicles will be delivered in June and one in August of 2022. The other two vehicles will be delivered in FY 2023. Currently, 10 out of the 30 light-duty trucks & vehicles in our fleet are part of the lease program (5-year leases).

**Recommendation:**

Staff recommends approval to continue with the lease program.

**Contract/Agreement:**

After approval by the County Board. The individual lease schedules will be signed after the vehicles are delivered.

**Legal Review:**

By the State Attorney's office

**Follow-Up**

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

**22-CR-**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE HIGHWAY DEPARTMENT TO  
LEASE FIVE LIGHT DUTY VEHICLES AS PART OF THE  
MASTER LEASE AGREEMENT WITH ENTERPRISE FM TRUST**

**WHEREAS**, the Winnebago County Highway Department uses heavy duty, light duty and other various types of equipment and vehicles in maintaining the County Highway system; and

**WHEREAS**, the Highway Department continues to identify cost savings measures to reduce costs so that the limited resources can be used on maintaining and improving the Winnebago County Highway system; and

**WHEREAS**, the Highway Department anticipates financial and practical advantages by leasing some of the light duty trucks and vehicles the Department uses; and

**WHEREAS**, Article VI, Division 3, Section 2-357(g) of the Winnebago County, Illinois Code of Ordinances authorizes the County to participate in cooperative purchasing agreements; and

**WHEREAS**, Winnebago County, Illinois is a member of The Interlocal Purchasing System (TIPS); and

**WHEREAS**, TIPS awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc., Contract No. 190402, which contract term is from July 15, 2019 to July 31, 2024; and

**WHEREAS**, the Winnebago County Board approved on July 12, 2018 by resolution #2018 CR 092 a Master Lease Agreement with Enterprise FM Trust, and;

**WHEREAS**, Enterprise Fleet Management, Inc. has estimated the cost to lease an additional 5 (five) light duty trucks and vehicles as shown on Exhibit A and detailed on Exhibits B, C, D, E and F all of which are attached hereto, and;

**WHEREAS**, the Winnebago County Highway Department will sell 5 (five) used light duty vehicles thereby removing them from its fleet and approved as surplus by the Winnebago County Board on 12/22/2020 by resolution # 2020 CR 184; and

**WHEREAS**, an Equity Lease Schedule will be executed for each vehicle for the approximate amounts as shown on Exhibit A, B, C, D, E and F; and

**WHEREAS**, as a cost savings measure it would be in the public interest to lease these 5 additional light duty trucks and vehicles from Enterprise FM Trust to be used by the Winnebago County Highway Department for maintaining the County's highway system; and

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Administrator is authorized to execute on behalf of the County of Winnebago the Equity Lease Schedule with Enterprise FM Trust for each of the 5 (five) light duty trucks and vehicles substantially in the amounts shown on Exhibit A.

**BE IT FURTHER RESOLVED**, that the Equity Lease Schedule hereby approved shall not become effective and binding unless and until the respective parties have executed them; and

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

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

ENTERPRISE LEASE RATE QUOTE SUMMARY  
5 LIGHT DUTY TRUCKS  
WINNEBAGO COUNTY HIGHWAY DEPARTMENT  
FISCAL YEAR 2022

Enterprise Quote #	Truck Type	Monthly Payment	1st - 12 Month Payment
5007297 EXHIBIT B	2022 Ford F-250 XL4x4 SuperCab	\$548.19	\$6,578.28
5002798 EXHIBIT C	2022 Ford F-250 XL4x4 CrewCab	\$569.49	\$6,833.88
5916071 EXHIBIT D	2022 Ford Explorer Base 4x4	\$531.78	\$6,381.36
5960811 EXHIBIT E	2022 Ford F-150 XL 4x4 SuperCab 8' Box	\$566.26	\$6,795.12
5960690 EXHIBIT F	2022 Ford F-150 XL 4x4 SuperCab 6.5' Box	\$527.93	\$6,335.16
			<b>\$32,923.80</b>
			<b>*Does Not Include Equity</b>

FLEET  
MANAGEMENT

## Open-End (Equity) Lease Rate Quote

Quote No: 5007297

Prepared For: County of Winnebago, Illinois (HWY Dept)  
Pirello, AndyDate 05/18/2021  
AE/AM: DK0/LST

## Unit #

Year 2022 Make Ford Model F-250

Series XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 34,986.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges State <u>IL</u>
\$ 251.00	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	Tax on Gain On Prior
\$ 0.00	Security Deposit
\$ 0.00	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 35,336.00	Total Capitalized Amount (Delivered Price)
\$ 441.70	Depreciation Reserve @ <u>1.2500%</u>
\$ 106.49	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 548.19</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

## Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

**\$ 0.00 Additional Services SubTotal****\$ 0.00 Use Tax 0.0000% State****\$ 548.19 Total Monthly Rental Including Additional Services****\$ 8,834.00 Reduced Book Value at 60 Months****\$ 400.00 Service Charge Due at Lease Termination**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name TBD  
 Exterior Color (0 P) Oxford White  
 Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S  
 Lic. Plate Type Municipal  
 GVWR 0

Comp/Coll Deductible 0 / 0  
 OverMileage Charge \$ 0.00 Per Mile  
 # Tires 0 Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000  
 (Current market and vehicle conditions may also affect value of vehicle)  
 (Quote is Subject to Customer's Credit Approval)  
 Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois (HWY Dept)

BY TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/OR Manufacturer Incentives Intended for the Lessee, Which Rebates And/OR Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT B

**VEHICLE INFORMATION:**

2022 Ford F-250 XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW - US

Series ID: X2B

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$37,834	\$39,825.00
Total Options	\$2,757.00	\$3,030.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$42,286.00</b>	<b>\$44,550.00</b>

**SELECTED COLOR:**

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
52B	Trailer Brake Controller	\$245.00	\$270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	200 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
90L	Power Equipment Group	\$832.00	\$915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TBM	Tires: LT245/75R17E BSW A/T	\$150.00	\$165.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$355.00	\$390.00
Z1_01	(0 P) Oxford White	NC	NC



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer

Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

FLEET  
MANAGEMENT

## Open-End (Equity) Lease Rate Quote

Quote No: 5002798

Prepared For: County of Winnebago, Illinois (HWY Dept)  
Pirello, AndyDate 05/14/2021  
AE/AM DK0/LST

## Unit #

Year 2022 Make Ford Model F-250

Series XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 36,379.00 Capitalized Price of Vehicle<sup>1</sup>

\$ 0.00 \* License and Certain Other Charges State IL

\$ 251.00 \* Initial License Fee

\$ 0.00 Registration Fee

\$ 350.00 Other: (See Page 2)

\$ 0.00 Capitalized Price Reduction

\$ 0.00 Tax on Capitalized Price Reduction

\$ 0.00 Gain Applied From Prior Unit

\$ 0.00 \* Tax on Gain On Prior

\$ 0.00 \* Security Deposit

\$ 0.00 \* Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 36,729.00 Total Capitalized Amount (Delivered Price)

\$ 459.11 Depreciation Reserve @ 1.2500%

\$ 110.38 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup>

\$ 569.49 Total Monthly Rental Excluding Additional Services

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program<sup>3</sup> Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 569.49 Total Monthly Rental Including Additional Services

\$ 9,182.40 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name TBD

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S

Lic. Plate Type Municipal

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois (HWY Dept)

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT C

**VEHICLE INFORMATION:**

2022 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W2B

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$39,035	\$41,090.00
Total Options	\$2,949.00	\$3,240.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$43,679.00</b>	<b>\$46,025.00</b>

**SELECTED COLOR:**

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
160WB	160" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
473	Snow Plow Prep Package	\$228.00	\$250.00
52B	Trailer Brake Controller	\$245.00	\$270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	200 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
90L	Power Equipment Group	\$1,024.00	\$1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TBM	Tires: LT245/75R17E BSW A/T	\$150.00	\$165.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$355.00	\$390.00
Z1_01	(0 P) Oxford White	NC	NC

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Compass: compass

Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

FLEET  
MANAGEMENT

## Open-End (Equity) Lease Rate Quote

Quote No: 5916071

Prepared For: County of Winnebago, Illinois (HWY Dept)  
Pirello, AndyDate 09/17/2021  
AE/AM JAC/LST

## Unit #

Year 2022 Make Ford Model Explorer

Series Base 4dr 4x4

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 31,993.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges State IL
\$ 251.00	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	Tax on Gain On Prior
\$ 0.00	Security Deposit
\$ 0.00	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 32,594.00	Total Capitalized Amount (Delivered Price)
\$ 407.43	Depreciation Reserve @ 1.2500%
\$ 124.35	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 531.78</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

## Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles 0
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Incl: # Brake Sets (1 set = 1 Axle) 0

<b>\$ 0.00</b>	<b>Additional Services SubTotal</b>
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\$ 0.00	Use Tax 0.0000%	State
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<b>\$ 531.78</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 8,148.20	Reduced Book Value at 60 Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name	TBD
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Sandstone w/Cloth Captain's Chairs
Lic. Plate Type	Municipal
GVWR	0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee falls or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois (HWY Dept)

BY

TITLE

DATE

<sup>1</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/OR Manufacturer Incentives Intended for the Lessee, Which Rebates And/OR Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT D

**VEHICLE INFORMATION:**

2022 Ford Explorer Base 4dr 4x4 - US

Series ID: K8B

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$34,048	\$35,100.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,245.00	\$1,245.00
<b>Total Price</b>	<b>\$35,293.00</b>	<b>\$36,345.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White

Interior: 7N-(0 I) Sandstone w/Cloth Captain's Chairs

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
119WB	119.1" Wheelbase	STD	STD
7	Cloth Captain's Chairs	Included	Included
153	Front License Plate Bracket	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
7N_01	(0 I) Sandstone w/Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
CONNECT	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: 6,160 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
YZ_02	(0 P) Oxford White	NC	NC



## **CONFIGURED FEATURES:**

### **Body Exterior Features:**

Number Of Doors: 4  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### **Convenience Features:**

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Voice Activated A/C: voice activated air conditioning  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: SYNC 3 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 5 12V DC power outlets

### **Entertainment Features:**

radio: SiriusXM AM/FM/Satellite with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### **Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: Reverse Sensing System rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Oil Level Gauge: oil level gauge  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Bulb Failure Warning: bulb-failure warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: SecuriLock immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: Terrain Management System ABS and driveline traction control

FLEET  
MANAGEMENT

## Open-End (Equity) Lease Rate Quote

Quote No: 5960811

Prepared For: County of Winnebago, Illinois (HWY Dept)  
Pirello, AndyDate 10/05/2021  
AE/AM JAC/LST

## Unit #

Year 2022 Make Ford Model F-150

Series XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 33,639.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges State IL
\$ 251.00	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	Tax on Gain On Prior
\$ 0.00	Security Deposit
\$ 0.00	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 34,240.00	Total Capitalized Amount (Delivered Price)
\$ 428.00	Depreciation Reserve @ 1.2500%
\$ 138.26	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 566.26</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>
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Incl: # Brake Sets (1 set = 1 Axle) 0

<b>\$ 0.00</b>	<b>Additional Services SubTotal</b>
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\$ 0.00	Use Tax <u>0.0000%</u>
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State

<b>\$ 566.26</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 8,560.00	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name	TBD
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20
Lic. Plate Type	Municipal
GVWR	0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.00 Per Mile# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois (HWY Dept)

BY

TITLE

DATE

<sup>1</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT E

**VEHICLE INFORMATION:**

2022 Ford F-150 XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB - US

Series ID: X1E

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$37,847	\$39,630.00
Total Options	\$1,997.00	\$2,195.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$41,539.00</b>	<b>\$43,520.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White

Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
153	Front License Plate Bracket	NC	NC
163WB	163" Wheelbase	STD	STD
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50S	Cruise Control	\$205.00	\$225.00
53B	Class IV Trailer Hitch Receiver	\$186.00	\$205.00
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
85A	XL Power Equipment Group	\$1,064.00	\$1,170.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
995	Engine: 5.0L V8	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
FLADCR	Fleet Advertising Credit	NA	NA
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,150 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## **CONFIGURED FEATURES:**

### **Body Exterior Features:**

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class IV trailering with harness, hitch  
Grille: black grille

### **Convenience Features:**

Air Conditioning: manual air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### **Entertainment Features:**

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### **Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Clock: in-radio display clock  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion

FLEET  
MANAGEMENT

## Open-End (Equity) Lease Rate Quote

Quote No: 5960690

Prepared For: County of Winnebago, Illinois (HWY Dept)  
Pirello, AndyDate 10/05/2021  
AE/AM JAC/LST

## Unit #

Year 2022 Make Ford Model F-150

Series XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 31,275.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges State <u>IL</u>
\$ 251.00	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	Tax on Gain On Prior
\$ 0.00	Security Deposit
\$ 0.00	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 31,876.00	Total Capitalized Amount (Delivered Price)
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\$ 398.45	Depreciation Reserve @ <u>1.2500%</u>
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\$ 129.48	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
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<b>\$ 527.93</b>	<b>Total Monthly Rental Excluding Additional Services</b>
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**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
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Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>
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Incl: # Brake Sets (1 set = 1 Axle) 0

<b>\$ 0.00</b>	<b>Additional Services SubTotal</b>
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\$ 0.00	Use Tax <u>0.0000%</u>
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State

<b>\$ 527.93</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 7,969.00	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name TBD

Exterior Color (0 P) Oxford White

Interior Color (0 I) Black w/Medium Dark Slate w/Vinyl 40/20

Lic. Plate Type Municipal

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois (HWY Dept)

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT F

**VEHICLE INFORMATION:**

2022 Ford F-150 XL 4x4 SuperCab Styleside 6,5 ft. box 145 in. WB - US

Series ID: X1E

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$35,483	\$37,155.00
Total Options	\$1,997.00	\$2,195.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$39,175.00</b>	<b>\$41,045.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White

Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50S	Cruise Control	\$205.00	\$225.00
53B	Class IV Trailer Hitch Receiver	\$186.00	\$205.00
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
85A	XL Power Equipment Group	\$1,064.00	\$1,170.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99B	Engine: 3.3L V6 PFDI	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
FLADCR	Fleet Advertising Credit	NA	NA
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,480 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
X26	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC



## **CONFIGURED FEATURES:**

### **Body Exterior Features:**

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class IV trailering with harness, hitch  
Grille: black grille

### **Convenience Features:**

Air Conditioning: manual air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### **Entertainment Features:**

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### **Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Clock: in-radio display clock  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** May 17, 2022

**Resolution Title:**

**(22-020)** Resolution to Request Permission from IDOT for Intermittent Closure of IL Rout 75 for the GFNY Rockford Cycling Event on August 7, 2022

**County Code:** PWC Resolution #22-020

**Board Meeting Date:** Thursday, May 26, 2022

**Budget Information:**

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

**Background Information:**

The Rockford Area Convention and Visitors Bureau (RACVB) is hosting an international cycling event organized by the Gran Fondo New York (GFNY) on August 7, 2022, which includes several County and Township roads in Winnebago County. The route crosses a state highway (IL Route 75) at Meridian Road. IDOT requires a resolution approved by a local agency for traffic control across the State Route. The Sheriff Department will provide the needed traffic control at the cost of the organizer.

**Recommendation:**

Resolution is needed to get IDOT's permit to cross IL Route 75

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office

**Follow-Up**

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

**22-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION TO REQUEST PERMISSION FROM IDOT FOR  
INTERMITTENT CLOSURE OF IL ROUTE 75 FOR THE  
GFNY ROCKFORD CYCLING EVENT ON AUGUST 7, 2022**

**WHEREAS**, The Rockford Area Convention and Visitors Bureau (RACVB) is hosting an international cycling event called GFNY Rockford organized by the Gran Fondo New York, Inc (GFNY) in the County of Winnebago which constitutes a public purpose; and

**WHEREAS**, this cycling event will require the intermittent closure of Illinois Route 75 at Meridian Road, a State Highway in the County of Winnebago on August 7, 2022 from 7:00 am to 2:00 pm when cyclists are crossing the road; and

**WHEREAS**, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/4-408, authorizes the Illinois Department of Transportation to issue to local authorities permission to intermittently close a State Highway for such public purposes.

**NOW THEREFORE, BE IT RESOLVED** by the Board of the County of Winnebago that permission to intermittently close Illinois Route 75 at Meridian Road be requested of the Illinois Department of Transportation; and

**BE IT FURTHER RESOLVED** that the intermittent closures shall occur during the approximate time period between 7:00 am and 2:00 pm on August 7, 2022; and

**BE IT FURTHER RESOLVED** that the County assumes full responsibility for the direction, protection and regulation of traffic during the times the intermittent closures are in effect; and

**BE IT FURTHER RESOLVED** that Winnebago County Sheriff deputies will provide public safety and traffic control on Illinois Route 75 at Meridian Road when cyclists are crossing Illinois Route 75; and

**BE IT FURTHER RESOLVED** that Winnebago County Sheriff deputies shall permit emergency vehicles in emergency situations to pass through the intermittently closed area as swiftly as is safe for all concerned; and

**BE IT FURTHER RESOLVED** that to the fullest extent permitted by law, Gran Fondo New York, Inc. shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is subject of this Resolution; and

**BE IT FURTHER RESOLVED** that this obligation is binding upon Gran Fondo New York, Inc. regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents; and

**BE IT FURTHER RESOLVED** that the County shall procure from the event organizer, Gran Fondo New York, Inc., a comprehensive liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closure with a copy of said policy or endorsement being provided to the Department before the road is closed; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the condition of said permission.

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_,  
2022, adopted the above and foregoing Resolution.

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

ATTEST:

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



## GFNY Rockford - Long

By GFNY

93.6 mi + 3,583 ft 5.5 %  
00:00 - 3,583 ft -4.9 %

Send to Device

Rockford, IL Public (1031 views)  
Created Oct 25, 2021 Updated Feb 15, 2022

### Like What You See?

Sign up for a free Ride with GPS account to save this ride and send to your device.

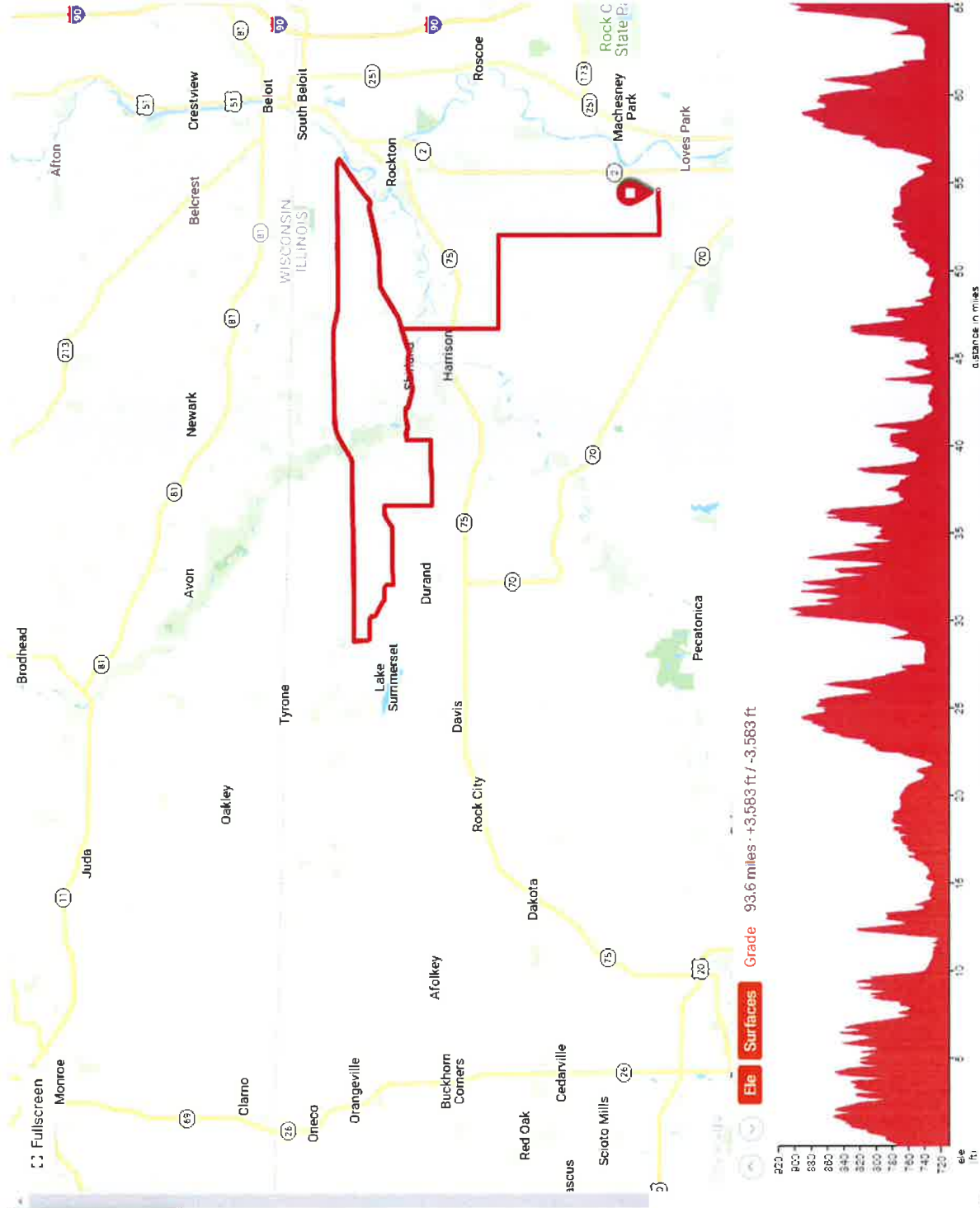
Sign up

### Surfaces

Paved 93.6 mi 100%

### Cuesheet

- Prendre à droite sur Owen Center Rd 1.4 mi
- Turn left onto Favor Rd 6.4 mi
- Type here to search





## Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** May 17, 2022

**Resolution Title:**

**(22-021)** Resolution Authorizing the Execution of a Site License Agreement with evergent.com LLC to Install Antennas on the County's Water Tower at 5470 Baxter Road

**County Code:** PWC Resolution #22-021

**Board Meeting Date:** Thursday, May 26, 2022

**Budget Information:**

<b>Was item budgeted?</b>	<b>N/A</b>	<b>Appropriation Amount:</b>	<b>N/A</b>
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	<b>N/A</b>	<b>Budget Impact:</b>	<b>None</b>

**Background Information:**

The new Amazon fulfillment center on Baxter Road has requested e-vergent.com LLC to provide high-speed wireless internet service to their facility. It is common for this type of providers to locate antennas and other equipment on water towers. This would in addition create a great opportunity to bring reliable and stable broadband service to the tower's unserved immediate area.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office

**Follow-Up**



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

**22-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
SITE LICENSE AGREEMENT WITH E-VERGENT.COM LLC TO  
INSTALL ANTENNAS ON THE COUNTY'S WATER TOWER AT  
5470 BAXTER ROAD**

**WHEREAS**, the County owns a water tower north of Baxter Road east of Interstate 39 as part of the Winnebago County Water System and the Rock 39 Industrial Park; and

**WHEREAS**, e-vergent.com LLC is desirous to install certain antennas and racks upon and within the County's water tower to provide high speed broadband internet service to the new Amazon Fulfillment Center and in the future, possibly to others around the tower's unserved immediate area; and

**WHEREAS**, all parties are desirous of the proposed license agreement; and

**WHEREAS** it is in the public interest to enter into the attached Site License Agreement with e-vergent.com LLC to install certain antennas and racks upon the County's water tower located on Baxter Road east of Interstate 39.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Site License Agreement with e-vergent.com LLC in substantially the form attached hereto; and

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same; and

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

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_,  
2022, adopted the above and foregoing Resolution.

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

ATTEST:

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

## SITE LICENSE AGREEMENT

This Site License Agreement is made and entered into as of the June 1st, 2022, between Winnebago County, in Winnebago County Illinois 404 Elm Street, Rockford, IL 61101 "Licensor", and e-vergent.com LLC, a Wisconsin Corporation 2524 76th St Franksville WI 53126 "Licensee".

Whereas, Licensor is the owner/manager of a Water Tower from which Licensee desires to offer wireless communication services for commercial gain.

The Licensee shall be allowed to install certain antennas and racks upon and within the Licensor's Water Tower at 5470 Baxter Rd, Rockford, IL 61109

See "Exhibit A"

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Premises. Licensor hereby lets and demises unto Licensee, and Licensee hereby accepts from Licensor the following described, "Licensed Premises" located on and within the property, hereinafter referred to as "the structure":
  - a. Designated ground/wall space, to install a 26.1"W x 25.0"D x 42.3"H NEMA enclosure to house a battery and power system, controller system, and other computer and network equipment such as Ethernet switches and routers.
  - b. Designated elevated space on the Water tower to mount wireless access point panel antennas and microwave dishes. (see "Exhibit A")
2. Compensation. Licensee hereby agrees and promises to provide Licensor the following as compensation for the "Licensed Premises" as described in paragraph 1:

Three Hundred Dollars \$400.00 per month in rent

Twenty Five Dollars \$25 for utilities

3. Grant of Access Rights. To effect the purposes of this License, Licensor hereby grants to Licensee a non-exclusive Access Right to the Premises to enter Licensor's Premises for the purpose of attending Licensee's equipment, conditioned on Licensee not interfering with Licensor's operations and not interfering with other Licensees' use of Licensor's Premises. Licensor's representative shall be notified by the Licensee's representative prior to accessing the Site.

4. Use of the Licensed Premises. Licensee shall be entitled to use of the Licensed Premises to install, operate, modify as necessary, subject to the requirements of this License Agreement and maintain thereon a series of low powered radio signal access points together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy. All of Licensee's work shall be accomplished in compliance with, good engineering practices and shall be free from any liens. Licensee shall take all necessary precautions to protect all persons and property against injury or damage, which may result from any of Licensee's activities on Licensors property. Licensee shall be responsible for the repair of any damage to Licensors water tower as a result of this installation, maintenance, or operation. Licensee is responsible for compliance with any and all state and local laws, codes, and ordinances relating to the equipment or its use and any fines or assessments by the state or municipality resulting from such use.
5. Term of License. The initial license term will be a Three (3) year term (the "Initial Term"), commencing on the date in the first line of this agreement (the "Commencement Date").
6. Renewal. This license will renew for an additional One (1) Three (3) year term unless either party gives the other notice of non-renewal at least ninety (90) days before the expiration of the term then present at the time of such notice.
7. Option to Terminate. Licensee shall have the unilateral right to terminate this License at any time by giving written notice to Licensors of Licensee's exercise of this option.
8. Possession of Premises. Licensee shall not be entitled to take possession of the Licensed Premises and commence installation of Licensee's equipment until the License Agreement has been approved by the Winnabago County Board and fully executed.
9. Utilities. Licensors will provide all utilities to Licensee. Licensee warrants that its consumption of electricity shall be limited to the equipment installed at the structure equipment cabinet.
10. Repairs. Licensee shall be responsible for all repairs to Licensee's equipment, and may at its own expense replace and substitute the equipment, similar in size as listed in "Exhibit A" to suit its needs consistent with the intended use of the Licensed Premises.
11. Mutual Indemnification. Licensee shall defend indemnify and hold Licensors harmless from and against any and all claims, loss, damage, or injury caused by, or on behalf of, or through the fault of the Licensee, or in any way resulting from Licensee's presence upon Licensors lands. Licensors shall indemnify and hold Licensee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Licensors. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

12. Insurance. Licensee shall continuously maintain in full force and affect a policy of commercial general liability insurance with limits of One Million Dollars covering Licensee's work and operations upon Licensor's lands. Licensee shall provide Licensor with a Certificate of Insurance, which demonstrates this coverage.
13. Termination by Licensor. Licensor shall have the right to terminate this License upon sixty (60) days written notice if any rents or fees are not paid when due. Licensor shall have the right to terminate this License upon thirty (30) days written notice if the tower structure is substantially damaged to the extent that Licensor can no longer reasonably provide the premises to Licensee.
14. Removal of Licensee's Equipment. Licensee's Equipment is agreed to be Licensee's personal property and shall never be considered fixtures to the real estate. Upon the expiration or earlier termination of this License, Licensee shall remove all of its equipment from the Premises and restore Premises to its original condition, reasonable wear and tear including drilled material will not be replaced. Should Licensee fail to remove its equipment with thirty (30) days of the License's expiration or termination, equipment shall become the property of Licensor and may be disposed of at Licensor's option and Licensee's expense.
15. Severability. If any term, condition, provision or part thereof of this Agreement is or is declared invalid, void or unenforceable, for any reason, the parties shall make a good faith attempt to renegotiate the agreement to give both parties the benefit of the original agreement. Unless so renegotiated, either party shall have the right to terminate this agreement upon 60 days written notice to the other party.
16. Binding Effect. All of the covenants, conditions, and provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
17. Entire Agreement. This License constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.
18. Modifications. This License may not be modified, except in writing, by the parties' duly authorized representatives, or their successors, who executed this License Agreement.
19. Assumption. Licensor hereby agrees to Community State Bank assuming the position of Licensee in the License upon Community State Bank providing notice to Licensor that Licensee is in default of Licensee's obligations to Community State Bank. In the event Licensee or Licensee's assets are sold, this license will transfer to the new owner without notice. Licensor acknowledges that upon Community State Bank's or the new owner's assumption, they shall have all the rights under the terms of the Lease as e-vergent or Licensee
20. Choice of Venue. Any dispute between the parties arising under or related to this Site License Agreement shall be determined by a court of proper jurisdiction and venue within the Circuit Court for the Seventeenth Judicial Circuit, Winnebago County, Illinois.

21. Notices. All notices provided for in this license shall be sent by first class mail to the address of the party indicated below:

Licensor: Winnebago County Illinois Highway Department  
404 Elm Street,  
Rockford, IL 61101  
Phone:(815) 319-4000

Licensee: E-vergent.com, LLC  
2524 76th St  
Franksville, WI 53a26

IN WITNESS WHEREOF, the parties hereto bind themselves to this License Agreement as of the day and year first above written.

LICENSOR:

By:

---

**Printed:**

**Title:**

**Date:**

LICENSEE:

By:



**Printed:** Bayan Deanparvar

**Title:** Director of Operations

**Date:** May 19th 2022

**Exhibit A**  
Microwave Dishes and Antennas Specifications

Antenna and Equipment Specification						
Type	Panel	Dish- HP	Ground Cabinet	DishE-band	Sector	NA
Manufacturer	Cambium Networks	Commscope	IOIO	Siklu	Cambium Networks	
Model	C030045A101A	VHLP2-11	Original	etherhaul	C050910D301A	
Dimensions	27.2" x 24" x 7"	24" diameter	26.1"W x 25.0"D x 42.3"H	12" diameter	23.4"H x 9.6"Wx 3.25"D	
Weight	45.lbs	25.lbs	160.lbs	11.lbs	8.lbs	
Elevation	110'	110'	0'	110'	110'	
Mount Type	Direct Pipe to Pipe	Direct Pipe to Pipe	Ground	Direct Pipe to Pipe	Direct Pipe to Pipe	
Quantity	1	1	1	1	2	
Azimuth	310	146	NA	255	90,180,	
Tx/Rx freq	3Ghz	11Ghz	NA	80Ghz	5Ghz	

# **Public Safety & Judiciary Committee**





# Resolution Executive Summary

**Prepared By:** J. Hanley, State's Attorney  
**Committee:** Finance Committee  
**Committee Date:** May 19, 2022  
**Resolution Title:** Resolution Approving Agreements for Deferred Prosecution Program  
**County Code:** Not applicable  
**Board Meeting Date:** May 26, 2022

## Budget Information:

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> \$1,039,691
<b>If not, explain funding source:</b> Illinois Criminal Justice Information Authority	
<b>ORG/OBJ/Project Code:</b> 31000/Various/_____	<b>Budget Impact:</b> None

**Background Information:** The County desires to enter into agreement with the Illinois Criminal Justice Information Authority pursuant to the terms of Agreement and Budget, Exhibits A and B.

The overarching mission of the program is to make Winnebago County safer. More specifically, the program aims to: (1) hold those who commit crimes accountable for their actions (accountability) (2) reduce the probability of future criminal offending behavior (reduce recidivism); and (3) increase the effectiveness of the criminal justice system by reducing the cost of prosecuting non-violent offenders so that resources can be shifted to violent offenders thereby having a greater effect on public safety (effective resource allocation).

**Recommendation:** I recommend the following agreement and sub-agreements/contracts:

- |   |             |
|---|-------------|
| 1) Agreement with Illinois Criminal Justice Information Authority | \$1,069,691 |
| 2) Sub-award Agreement Treatment Alternatives to Safe Communities | \$ 172,210  |
| 3) Sub-award Agreement/Contract with Loyola University            | \$ 79,000   |

**Contract/Agreement:** See attached.

**Legal Review:** The State's Attorney's Office has reviewed the agreement with the Illinois Criminal Justice Information Authority, sub-awards/contracts will be reviewed by the State's Attorney's Office.

**Follow-Up:** Not Applicable

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

Sponsored by: Burt Gerl, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee

2022 CR

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**RESOLUTION APPROVING AGREEMENTS FOR DEFERRED PROSECUTION  
PROGRAM**

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**WHEREAS**, the Winnebago State's Attorney's Office has partnered with the Illinois Criminal Justice Information Authority to implement the Deferred Prosecution Program; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award and budget, Resolution Exhibits A and B, and recommends awarding the agreements; and

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

**31000/Various/\_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, an Agreement with the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY, in the dollar amount of one million thirty-nine thousand six hundred ninety-one dollars (\$1,039,691), and sub-agreements or contracts with TREATMENT ALTERNATIVES TO SAFE COMMUNITIES, in the amount of one hundred seventy-two thousand two hundred ten dollars (\$172,210), and LOYOLA UNIVERSITY in the amount of seventy-nine thousand dollars (\$79,000).

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned Agreements.

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

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chief Financial Officer, and the County Treasurer.

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

**AGREE**

**DISAGREE**

---

BURT GERL, CHAIRMAN

---

BURT GERL, CHAIRMAN

---

AARON BOOKER, VICE CHAIRMAN

---

AARON BOOKER, VICE CHAIRMAN

---

ANGIE GORAL

---

ANGIE GORAL

---

BRAD LINDMARK

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BRAD LINDMARK

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KEVIN MCCARTHY

---

KEVIN MCCARTHY

---

TIM NABORS

---

TIM NABORS

---

DOROTHY REDD

---

DOROTHY REDD

ATTESTED BY:

---

**LORI GUMMOW**

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

---

**JOSEPH CHIARELLI**

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

## GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
COUNTY OF WINNEBAGO

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and County of Winnebago (Grantee), with its principal office at 404 West Elm Street, Suite 104, Rockford, Illinois 61101-1239, and payment address at 400 West State Street, Suite 619, Rockford, Illinois 61101-1239, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS**  
**RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I**  
**AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 010243822 is Grantee's correct DUNS Number; SBEVXUKXKGK3 is Grantee's correct UEI; Grantee has an active State registration and SAM registration; and 366006681 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$1,500,000, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2827 and the CSFA Name is Statewide Deferred Prosecution Funding Programs. The State Award Identification Number is 2827-32749.

1.4. Term. This Agreement shall be effective on February 15, 2022 and shall expire on February 15, 2024 (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: Delrice J. Adams  
Delrice Adams, Executive Director  
Illinois Criminal Justice Information Authority

Date: 4/27/2022

By: J. Hanley  
J. Hanley, State's Attorney  
County of Winnebago  
[statesattorney@wincoil.us](mailto:statesattorney@wincoil.us)

Date: 4/19/2022

By: Christy Skahill  
Christy Skahill, Finance Lead  
County of Winnebago  
[cskahill@wincoil.us](mailto:cskahill@wincoil.us)

Date: 4-18-22

By: Joseph V. Chiarelli  
Joseph Chiarelli, County Board Chairman  
County of Winnebago  
[joe@wincoil.us](mailto:joe@wincoil.us)

Date: 4/19/2022

## ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

## ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

#### **ARTICLE IV PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.



4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent

information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## **ARTICLE VIII REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

#### **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

#### **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING



12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

#### 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI**  
**TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

## **ARTICLE XVII SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## **ARTICLE XVIII NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### **ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

#### **ARTICLE XXI CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose

annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of



this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

### ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

### ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

### ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability,

loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

Office of the Winnebago County State's Attorney  
Prosecutor Led Diversion (DIVERT) Program Description

I. Introduction

The purpose of this document is to provide a description of the Office of the Winnebago County State's Attorney's pilot prosecutor led diversion program, which will be referred as the DIVERT Program.

A. Background

The catalyst for the pilot DIVERT Program is funding received from Illinois' general revenue fund and administered through ICJIA.<sup>1</sup> While there are many factors effecting the implementation and execution of an effective diversion program, in Winnebago County, the cost of participation in its program has been a significant barrier to the program's success. Typically, diversion programs are "self-funding" and thus, when defendants are unable to pay for the program, the program cannot operate effectively and/or sustain itself. Winnebago County is an appropriate jurisdiction for the implementation of a pilot program because it has a significant crime problem and a varied population of defendant and crime types. Further, these characteristics and its size make it ripe for evaluation. The "lessons learned" can be readily applied to other jurisdictions.

The current deferred prosecution program averages between 40-60 participants at any given time, with a targeted completion date within six months of acceptance into the program. The motivation of the participant to complete the requirements is the largest variable, with some programs being satisfactorily completed within as little as seven weeks. However, restitution is almost always the most difficult requirement for the defendant to complete and delays the defendant's successful completion.

B. Program Purpose

The overarching mission of DIVERT is to make our community safer. More specifically, the program aims to: (1) hold those who commit crimes accountable for their actions (accountability) (2) reduce the probability of future criminal offending behavior (reduce recidivism); and (3) increase the effectiveness of the criminal justice system by reducing the cost of prosecuting non-violent offenders so that resources can be shifted to violent offenders thereby having a greater effect on public safety (effective resource allocation).

C. What is Diversion?

Diversion represents a range of alternatives to traditional criminal justice case processing. Individuals are "diverted" from the criminal justice system to the community, where their needs can be better met while still being held accountable for their actions. The term can also describe a non-traditional form of defendant supervision which, if completed successfully, results in a reduction of a criminal charge (i.e. from a felony to a misdemeanor).

D. What is Deferred Prosecution?

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<sup>1</sup> Special thanks to State of Illinois Representative Maurice A. West II, 67<sup>th</sup> District and the former Winnebago County State's Attorney, Marilyn Hite-Ross. Both were instrumental in communicating the unique challenges the Winnebago County diversion program faced to the Illinois legislature and in securing the funding to support the pilot program.

Deferred Prosecution is a program which results in the avoidance of a criminal conviction. It is prosecutor driven and assumes that a criminal case is provable and there are no constitutional claims or defenses. An eligible defendant enrolls in the program and if successful, will avoid the consequences of conviction, including expungement of the case.

The DIVERT program will implement both diversion and deferred prosecution programs and will occur at the pre-trial or prosecution phase.

**E. Evaluation of Program Effectiveness**

A critical component of the DIVERT program is the evaluation of the program's effectiveness. It is the intention of the SAO to partner with Loyola University Chicago, Center for Urban Research and Learning and Department of Criminal Justice and Criminology to evaluate the DIVERT program. The evaluation will be similar to the evaluation of the Cook County State's Attorney's Office program which was published in 2015.<sup>2</sup> Elements of DIVERT and the manner in which it will implemented and executed have been informed by the prior Loyola University study of Cook County.

To that end, data collection will be essential to the program. It will be the responsibility of the DIVERT Coordinators to record this data.

**F. Expected Challenges**

1. Staffing. Even with sufficient funds to hire staff, the current lack of applicants will be a significant challenge. One advantage is that the SAO currently has a Program Coordinator and a program administrator employed and thus, does not need to hire those positions.
2. Enrollment. The criminality of those charged with crimes in Winnebago County could be a barrier. Put simply, a majority of our defendants, even misdemeanor defendants, will not be eligible based upon the criteria. The Program Coordinator will have to continually monitor the enrollment data and adjust the criteria where appropriate.
3. Future Viability. While funds will be made available for waiver of program participation fees and certain treatment/counseling, it is the goal that the program be (near) self-sustaining going forward. The funds provided by the grant will not change the reality that most defendants in Winnebago County cannot afford a participation fee – or restitution or treatment costs.
4. Measuring Efficiencies. Related to #3 above, in order to argue that we “can’t afford *not* to fund the program,” the efficiencies resulting from the program must be measurable and concrete. The evaluation by Loyola should aid measuring the efficiencies created.

**II. Categories of Diversion Programs**

Within the DIVERT program, there are three primary case type categories, each with distinct eligibility and program requirements. The programs are discussed in more detail below.<sup>3</sup>

- A. Misdemeanor/Non-Violent Felony
- B. Misdemeanor Domestic Violence
- C. Possession Gun Crimes
- A. Misdemeanors and Non-Violent Felonies

### **1. Charge Type**

Generally, participants will be charged with non-violent crimes, for example, retail theft, criminal damage to property, and drug possession charges. In certain circumstances, first time gun possession charges can be eligible. Domestic violence charges are not included in this category.

### **2. Eligibility**

The goal is to *not* be too restrictive in eligibility requirements. The following eligibility criteria will apply:

- a. Defendant may not be charged with or have been previously convicted of a “violent offense,” which is defined as: any offense where bodily harm was inflicted or where force was used against any person or threatened against any person; any offense involving sexual conduct, sexual penetration, or sexual exploitation; any offense of domestic violence, domestic battery, violation of an order of protection, stalking, and hate crime.
- b. Defendant may not have a prior felony conviction from any jurisdiction.
- c. Defendant may not have any pending felony cases in any jurisdiction.
- d. Defendant may not have previously participated in a Winnebago County diversion program.

The SAO may use its discretion to allow a defendant not meeting the above criteria to enroll in the program.

### **3. Recruitment**

The SAO will have the primary responsibility for recruitment of defendant’s into the program. However, because the notification of eligibility to participate in the program is made after a defendant is charged, defense attorneys are an integral part of the recruitment process. The SAO will regularly advertise the program and educate stakeholders, specifically defense attorneys, about the program.

Each weekday, a DIVERT coordinator will review the charged cases from the prior day (or weekend). The coordinator will identify candidates for the program based upon a review of a defendant’s charge and criminal history. A letter will be addressed to the defendant which notifies him or her that he or she is likely eligible for the program. Attached to the letter will be a sample agreement. The letter will encourage the defendant to speak with his or her defense attorney about the program and will set a deadline for enrollment in the program of sixty days from his or her arrest.

The letter will not be an “offer” as to not interfere with defendants’ representation by counsel and further, it gives the coordinator or the assigned ASA the opportunity to change the SAO’s position as to eligibility – which should rarely occur.

The letter and attachments will be presented to defendants in bond court if they are still held at that time or alternatively, the letter will be mailed to defendants if an address is known.

### **4. Operation**

A defendant is enrolled after being charged with a crime but before they have plead guilty (pre-plea). Participation in the program should last no more than 12 months. As a condition of participation, defendants will be required to sign the agreement and a written admission of the crime committed. Defendants will not be required to pay an application or enrollment fee for the program. Defendants will not have to pay for treatment or counseling while funds are available. Victims will be notified but victim approval is not required. If enrolled, the judge will be notified and asked for a date no earlier than six months from date of enrollment. The practice of monthly “status” dates will be discouraged.

### **5. Components**

It is crucial that the requirements of the program be proportionate to the needs of defendants and the severity of the charge. For example: A “court supervision” disposition puts little to any affirmative requirements on a defendant during his or term of court supervision and if completed successfully, results in the conviction being vacated. A defendant is likely to choose such a disposition rather than the DIVERT program if it is “easier.” For that reason, the requirements for successful completion of the program must be proportionate to the severity of the crime charged. In short, the requirements should be as minimal as possible and “doable.” The requirements can be categorized as follows:

- a. Tier 1 (12 months)
  - (i) Not commit any additional crimes while enrolled
  - (ii) Pay restitution
  - (iii) Be employed, enrolled in school or GED program
- b. Tier 2 (within 3-6 months of enrollment)
  - (i) All Tier 1 requirements
  - (ii) Complete Assessment (such as mental health, substance abuse, etc.)
  - (iii) Attend Assessment Follow Up

Note: In this tier, participants are not required to enroll in recommended counseling or services.
- c. Tier 3: Discretionary supplemental requirements (duration as necessary but not to exceed 12 months)
  - (i) Public service work
  - (ii) Regular attendance at a community center
  - (iii) Life skills training
  - (iv) Relevant counseling based upon assessment: anger management, substance use, mental health.

#### **6. Completion**

Successful completion of the program will result in the dismissal of the pending charge(s). In addition, as part of the agreement with the defendant, the SAO agrees that it will not object to the expungement of the charged crime. An expungement packet will be provided to defendants.

#### **B. Misdemeanors, Domestic Violence**

##### **1. Charge Type**

Defendants charged with misdemeanor domestic violence crimes including domestic battery.

##### **2. Eligibility**

The defendant’s pending charge cannot involve bodily injury, a weapon or the threat of the use of a weapon. There can be no evidence of strangulation. A defendant with a prior history of violations of orders of protection will not be eligible. Defendant may not have a previous conviction for a “violent offense,” as defined above. Defendant may not have a prior felony conviction from any jurisdiction. Defendant may not have any pending felony cases in any jurisdiction and may not have previously participated in a Winnebago County diversion program.

##### **3. Recruitment**

The DIVERT coordinator will review domestic violence cases after the arrest of the defendant. If the coordinator believes that a defendant is eligible for the program, he or she will “flag” the file for consideration by the assigned ASA. Intimate partner domestic violence cases are all assigned to one designated courtroom and the SAO has a dedicated unit responsible for the prosecution of domestic violence cases. This will allow effective communication between the



coordinator and the two assigned misdemeanor domestic violence ASAs. The ASA will review the case and within their discretion, may offer a deferred prosecution plea offer. If an offer is made, it must be accepted within 30-60 days of tender.

While defense attorneys will be educated on the program and may advocate for their client's participation, because of the nature of the domestic violence cases, the SAO's interaction with victims, and the necessity of victim consent, the SAO will be the primary referral source for the program.

Of note, the fact that the program is post-plea may impede defendant "buy-in" as they often feel they have done nothing wrong and/or can "beat" their charge. Little can be done about this. However, this concern is mitigated somewhat because court supervision is not an available disposition for domestic battery charges and thus, defendants should be motivated to enroll and successfully complete the program to avoid a conviction.

#### *4. Operation*

The program will only be offered "post-plea." In other words, defendants will be required to plead guilty to the charged offense (ie. domestic battery) as a condition precedent to their acceptance into the program. They will also have to sign an agreement to participate in the program. Defendants will not be required to pay an application or enrollment fee for the program. Counseling fees will be waived for eligible defendants while funds are available. Victim approval is required for participation in the program. Participation in the program should last no more than 12 months.

#### *5. Components*

In light of the nature of a domestic battery charge, the primary requirement of an enrolled defendant is domestic violence counseling, known as "PAIP," Partner Abuse Intervention Program. More specifically, the PAIP program is a program designed to help individuals who use physical, sexual, and/or economic abuse to control an intimate partner. Services are offered to reduce and prevent domestic violence through education to abusers. In addition to attendance at PAIP classes, an enrolled defendant must: be employed, in school, or working towards a GED; not violate conditions of his conditional discharge, including no contact orders; not commit a crime; and pay restitution if applicable.

#### *6. Completion*

As stated above, a defendant must plead guilty to the charged crime prior to entering the program. The agreed disposition at the time of plea will be a term of 12 months "conditional discharge." If a defendant is successful with the program, before the end of the term, the conviction will be vacated. The proceeding would then be available for expungement per the parties' agreement.

If a defendant is unsuccessful in completing the program, the conviction will not be vacated. There is nothing further required of defendant or the court.

### *C. Possession Gun Crimes*

#### *1. Introduction*

The Judges of the 17<sup>th</sup> Judicial Circuit, in partnership with the Winnebago County State's Attorney's Office, the Winnebago County Public Defender's Office, and Probation/Pre-Trial Services, will be creating a "Gun Court" in Winnebago County. It is expected to "go live" on April 1, 2022. Criminal cases in which a defendant is charged with the unlawful possession of a firearm will be assigned to the Gun Court, which will have a designated judge assigned to the court.

Defendants assigned to the Gun Court may be eligible for the Swift, Certain & Fair (SCF) pilot program. SCF is a model pilot program designed to break the cycle of violence that plagues our community by changing the behavior of young persons engaged in gun related, violent behaviors and who are least likely to be successful under traditional supervision. SCF will hold higher risk, gun involved participants accountable in order to reduce violence and fatalities, while providing them with the skills to change their criminal behavior and become law-abiding citizens. The goal of the SCF program is to reduce gun violence and improve outcomes among selected young offenders who have committed crimes in Winnebago County.

Except where otherwise stated in the plea agreement and SCF Contract, successful completion of SCF may result in the avoidance of a prison sentence, a charge reduction, a standard probation sentence, or other non-imprisonment disposition.

Conversely, except where otherwise stated in the plea agreement and SCF Contract, failure to successfully complete SCF will likely result in the imposition of a period of imprisonment.

A dedicated Judge oversees cases and makes determinations on SCF participant misconduct and violations, ensuring a swift, certain and consistent response to non-compliant behavior. To be successful, the SCF program also requires specific, dedicated prosecutors, defense counsel, and pre-trial officers. SCF is both a 'control' and cognitive-behavioral intervention model program that addresses risk, need and responsivity while recognizing the importance of changing participant criminal thinking and behavior. Further, it will seek to prioritize trauma informed cognitive-behavioral components in the program.

The model contemplates the importance of dosage and the value of productively and effectively engaging the offender in cognitive and skill-building interventions; especially for the high risk individual who is typically not otherwise actively involved in education, employment or vocational activities. SCF requires the delivery of swift, certain and proportionate responses to participant non-compliant behavior and violations of the Program. To be successful, an array of institutional and community based sanctions have been established, along with processes to assign and reassign offenders to those sanctions.

The program engages participants in Cognitive Behavioral Interventions (CBI) designed to address criminogenic factors, including criminal attitudes and thinking, criminal associates/peers, family dysfunction and chemical dependence. While the primary goal of CBI programming is to create dissonance in offender thinking (precontemplation stage of change) that will lead to behavioral change, it is also designed to engage and occupy participants who are not otherwise enrolled in education, employment or vocational training.

## *2. Program Description*

### *a. Population*

The following factors shall be considered for inclusion in SCF, although all need not be present:

- 18-26 years of age, male or female
- High Risk or Greatest Risk per a risk/need assessment instrument
- Arrest history
- Gang involved
- Not likely to succeed under traditional probation supervision

### *b. Pilot Pool*

To ensure fidelity to the program model, no greater than 30 participants will be engaged in SCF during its implementation phase.

*c. Duration*

Participant participation in SCF will be for one (1) year.

*d. Assignment to Winnebago County's Gun Court*

Participants in SCF must have cases assigned to Winnebago County's Gun Court.

During the early stages of a case, ASA's and APD's will initially identify candidates for SCF. When appropriate, and likely during a "402" conference, the defendant's potential acceptance into SCF will be discussed and upon consensus of potential/likely eligibility, pre-trial services will be ordered to complete an assessment of the defendant. Absent exigent circumstances, a defendant may only be offered SCF after the assessment has been completed and the assessment determines the defendant is "high risk."

At the ASA's discretion, an offer will be made to the defendant for the avoidance of prison time in exchange for the successful completion of SCF. If accepted, the following will occur at the plea/sentencing hearing:

1. Defendant will plead guilty to both a non-probationable and a probationable offense. If both charges were not previously indicted, an information will be filed.
2. Defendant will agree to a prison sentence. For example, 5 years DOC on a UUW Felon (non-probationable) and Agg UUW (probationable).
3. Defendant's "mittimus" or sentence will be "stayed" to a date certain which will be approximately 12 months from the date of the plea. A status date will be set on that date.
4. Defendant will execute the Swift, Certain, and Fair Contract.
5. Defendant will be ordered to comply with the conditions of the Swift, Certain, and Fair Program and the other ordered conditions of bond/pre-trial release.
6. At the status date approximately 12 months later (or sooner if failure) one of the following will occur:
  - a. The defendant has failed to successfully complete SCF. The DOC sentence is imposed per the plea and Contract.
  - b. The defendant has successfully completed SCF. A motion to vacate the plea and sentencing on the non-probationable offense will be filed and granted. A motion to reconsider the sentence on the probationable offense will be filed and granted. Defendant will be sentenced to 12 months probation on the probationable charge. This will be outlined in the Contract.

*a. Program Stages*

- (i) Stage 1 – Participant Screening
- (ii) Stage 2 – Participant Placement, Program Commencement, SCF Contract Execution, Initial Strategic Engagement Meeting (see below) & Pretrial Supervision
- (iii) Stage 3 – Program Implementation – Pretrial Supervision, including up to six (6) months of Global Position System (GPS) Electronic Monitoring
- (iv) Stage 4 – Continued SCF Pretrial Supervision

(v) Stage 5 – Completion of SCF Program (one year)

### 3. SCF Program Components

#### a. SCF Contract

Similar to a treatment court contract, a SCF Contract has been developed and agreement shall be required prior to program participation. The SCF Contract provides offender accountability components and shall complement the Court's Order and Conditions of Bond/Pre-Trial Release.

#### b. Court Order & Conditions of Pretrial Release

The Court's order shall be simple, achievable, and tailored to address specific criminogenic needs.

#### c. GPS Electronic Monitoring

SCF participants may be assigned to an electronic monitoring program either per a Court's order and/or per the SCF Contract.

#### d. Nightwatch

Participants may be supervised by Pretrial's "Nightwatch Team."

#### e. Sanctions

The use of graduated sanctions is intended to achieve enhanced public safety by holding offenders accountable for their behavior. In the model described below, sanctions are proportionate to the severity and frequency of the violation.

**SCF Violation Severity Table**

Violation	Severity of 1 <sup>st</sup>	Severity of 2 <sup>nd</sup>	Severity of 3 <sup>rd</sup> +
New Arrest	High	High	High
Possession of Weapon(s)	High	High	High
Possession of Contraband	High	High	High
Deny Access to Residence/Search	High	High	High
Failure to Comply GPS Monitoring	High	High	High
Missed Court Appearance	High	High	High
Leave Jurisdiction without Permission	High	High	High
Violation of any Order of Protection	High	High	High
Failure to Comply with Curfew	Medium	High	High
Failure To Comply w/ Community Service	Medium	High	High
Failure To Notify of Arrest	Medium	High	High
Contact w/ Prohibited Person(s)	Medium	Medium	High
Failure To Participate in Treatment	Medium	Medium	High
Positive Drug Screen	Low	Medium	High
Change Residence without Notice	Low	Medium	High
Failure to Engage in Educational/Vocational Program	Low	Medium	High

**SCF Response to Violations Table**

<b>Low Severity Options</b>	<b>Medium Severity Options</b>	<b>High Severity Options</b>
Probation Citation	Probation Citation	Immediate VOP Arrest
Verbal Reprimand	1-2 Days SC&F Confinement	Probation Citation
Court Verbal Reprimand	Community Service – 4-12 hours	Min. 2 Days SC&F Confinement
Court Sanction / Court Observation	Increase Drug Testing	Community Service – 8-16 hours
Increase Reporting	Increase Reporting	Refer to Substance Abuse Prog.
Increase Drug Testing	Accountability Letter	Extend or Reinstate GPS Monitoring
Accountability Letter	Residential Placement	Reinstate Curfew
Community Service – 4-8 hours	*Attend Day Reporting Program	Residential Placement
Attend Day Reporting Program	Warrant	Warrant
Warrant		

*f. Incentives*

The use of incentives is intended to achieve enhanced public safety by reinforcing positive behavior. Incentives shall be frequent, individualized and meaningful to the participant, based on the case plan and the participant's needs. Reward-related behavior includes:

- Engagement in victim restoration activities
- Finding and retaining employment
- Engagement in educational or vocational training activities
- Successful program participation and engagement
- Engagement in pro-social community activities

Examples of incentives include:

- Praise: ongoing verbal praise and recognition by the Pretrial Officer
- Certificates: formal, framed Certificates issued to acknowledge completion of educational, vocational and other programming.
- Curfew/GPS Relaxation: adjustments to curfew hours or 'stay away' provisions, increased ability to leave one's residence while still under GPS monitoring, reduction in GPS monitoring duration.
- Tangible Rewards: bus passes, interview clothing, treatment co-payments, tuition or other rewards relating to success.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

<b>Task</b>	<b>Staff Responsible</b>	<b>Date Task Will be Completed</b>
SAO Draft Budget	Director, Chairman's Office of Criminal Justice Initiative	1/10/22
SAO Develop Performance Measures	State's Attorney/ Director, Chairman's Office of Criminal Justice Initiative	1/10/22
SAO Finalize Plan, Complete Narrative	State's Attorney/ Director, Chairman's Office of Criminal Justice Initiative	01/10/22
SAO Submit plan to ICJIA	State's Attorney	01/10/22
SAO Post / Interview Clinician; Program Coordinator	State's Attorney	01/30/22
SAO Draft Exec Summary/Resolution; Present for Board approval	State's Attorney	01/30/22
SAO Draft subaward agreements	State's Attorney /Grants Compliance Specialist	01/15/22
SAO Create space for Coordinator, Clinician, and TASC Navigator	State's Attorney	02/18/22
SAO Hire/Reassign Program Coordinator	State's Attorney	02/15/22
SAO Hire Clinician	State's Attorney	02/15/22
SAO ORAS Training	Clinician/Program Coordinator	02/28/22
SAO Thinking 4 Change Training	Clinician/Program Coordinator	02/28/22
WINNEBAGO COUNTY ADMINISTRATION Hire/Transfer Grants Compliance Specialist	Director, Chairman's Office of Criminal Justice Initiative	02/15/22
WINNEBAGO COUNTY ADMINISTRATION Develop Fiscal and Data Reporting templates for Subawards	Grants Compliance Specialist	02/28/22
WINNEBAGO COUNTY ADMINISTRATION Develop Financial	Grants Compliance Specialist	02/28/22

Mgmt Record for Project ADMINISTRATION		
COURT SERVICES (GUN COURT) Hire/Transfer Dedicated PO	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Assign .5 PM Supervisor	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Assign .5 Assessment Specialist	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Develop process for RIC referral	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Implement GPS Monitoring	Director of Court Service	03/01/22
TASC Post/Interview 2 Navigator Positions	Board Certified Interventionist	01/30/22
TASC Hire Misdemeanor Navigator	Board Certified Interventionist	02/15/22
TASC Hire Gun Court Navigator	Board Certified Interventionist	02/15/22
TASC Thinking 4 Change Training	Navigators	02/28/22
TASC ORAS Training	Navigators	02/28/22
Provide monthly fiscal reports (required)	Grants Compliance Specialist	15 <sup>th</sup> of the following reporting month
Provide quarterly data progress reports via Qualtrics (required)	Grants Compliance Specialist	15 <sup>th</sup> of the month following end of quarter
Submit quarterly electronic data via secure server (required)	Grants Compliance Specialist	15 <sup>th</sup> of the month following end of quarter
Submit close-out report to ICJIA	Grants Compliance Specialist	March 2024

**EXHIBIT C**

**PAYMENT**

Grantee shall receive a maximum of \$1,500,000 under this Agreement.

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement. The maximum amount of federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.



**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Cortisa Evans  
Title: Criminal Justice Specialist  
Address: 300 W. Adams Chicago, IL 60606  
Phone: (312)814-5837  
TTY#:(312)793-4170  
Fax#: (312)793-8422  
E-mail Address: [cortisa.evans@illinois.gov](mailto:cortisa.evans@illinois.gov)

**GRANTEE CONTACT**

Name: Marlana Dokken  
Title: Director, Chairman's Office of Criminal Justice Initiatives  
Address: 404 Elm Street, Rockford, IL 61101  
Phone: (815)319-4059  
E-mail Address: [MDokken@wincoil.us](mailto:MDokken@wincoil.us)

**EXHIBIT E**  
**PERFORMANCE MEASURES**

<b>Goal: Reduce criminal offending by diverting individuals with misdemeanor offenses</b>	
<b>Process Objectives</b>	<b>Performance Measures</b>
Process 300 referrals to DIVERT	# referred to DIVERT
Enroll 100 individuals into DIVERT	# enrolled in DIVERT annually (# quarterly)
Complete 90 DIVERT individual assessments	# Assessments completed Average completion time of assessments = # days from enrollment
Develop program requirements for 20 participants	# referred for Anger Management  # referred for substance use treatment  # referred for mental health treatment  # referred for other counseling  # referred for public service # completed/# incomplete public service # referred for Life Skills Training
60 complete program within 12 months	Avg. days in program = #
<b>Outcome Objectives</b>	<b>Performance Measures</b>
50% complete program requirements	##% completed program requirements ##% revoked for re-offending ##% failure to complete requirements ##% completed but failed to pay restitution
98% of successful program participants begin expungement process	##% of successful program participants accepting expungement packet

<b>Goal: Reduce criminal offending by diverting individuals with misdemeanor domestic violence offenses</b>	
<b>Process Objectives</b>	<b>Performance Measures</b>
Process 50 referrals to DIVERT	# eligible to DIVERT  # eligible for DIVERT but unable to locate victim for consent
Enroll 30 individuals into DIVERT	# enrolled in DIVERT annually (5 quarterly)
Complete 18 DIVERT individual assessments	# Assessments completed  Average completion time of assessments < # days from date of enrollment
Develop program requirements for 30 participants	# referred to PAIP # completed PAIP # referred for Anger Management # completed Anger Management # referred for substance use treatment # completed substance use treatment # referred for mental health treatment # completed mental health treatment # referred for other counseling # completed counseling # referred for public service # completed public service # referred for Life Skills Training # completed Life Skills Training
20 complete program within 12 months	Avg. days in program = #
<b>Outcome Objectives</b>	<b>Performance Measures</b>
10 complete program requirements	# completed program requirements # revoked for re-offending of violation of no contact orders # failure to complete requirements # completed but failed to pay restitution
10 begin expungement process	##% of successful participants accepted expungement packet

<b>Goal: Reduce criminal offending by diverting individuals charged with felony gun possession charges</b>	
<b>Process Objectives</b>	<b>Performance Measures</b>
Process 50 assessed for SC&F	## assessed for participation in Swift, Certain, and Fair Program.
Enroll 20 individuals into SC&F	# enrolled in SC&F annually (5 quarterly)
Complete 20 SC&F individual assessments	# participant Assessments completed  Average completion time of assessments in days < # days from judge's order
Develop program requirements for 20 participants*  The conditions of the SC&F Program will be dictated by judge and pretrial services. While we will require monitoring per grant award, the exact conditions are out of SAO's control.	# referred to court for sanctions  # referred to TI-CBT # completed TI-CBT  # referred for substance use treatment # completed substance use treatment # referred for mental health treatment # completed mental health treatment
Enroll 15 in GPS Monitoring	# enrolled in GPS Monitoring

	Avg days on GPS Monitoring = #
12 complete program within 12 months	#% of participants complete or fail within 365 days of plea
<b>Outcome Objectives</b>	<b>Performance Measures</b>
10 complete program requirements	# completed program requirements # revoked for re-offending # failure to complete requirements
10 diverted from prison	# ultimately diverted  # revoked to IDOC

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

See Exhibit E

## EXHIBIT G

### SPECIFIC CONDITIONS

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

2.

SPECIFIC CONDITIONS	
<b>ICQ Section:</b>	03-Financial and Regulatory Reporting (2 CFR 200.327)
<b>Conditions:</b>	Requires more detailed reporting;
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
<b>How to Fix:</b>	Implementation of new or enhanced system, mitigating controls or a combination of both.
<b>Timeframe:</b>	One year.
<b>ICQ Section:</b>	06-Audit (2 CFR 200.500)
<b>Conditions:</b>	Requires desk review of the status of implementation of corrective actions;
<b>Risk Explanation:</b>	Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.
<b>How to Fix:</b>	Completion of corrective action plan implementation.
<b>Timeframe:</b>	When corrective action is complete.
<b>ICQ Section:</b>	08-Property Standards (2 CFR 200.310 - 316)
<b>Conditions:</b>	Requires additional prior approvals;
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
<b>How to Fix:</b>	Implementation of corrective action including new or enhanced controls over equipment and property.
<b>Timeframe:</b>	One year from the implementation of corrective action.

3. High Risk: Project leader will have 1 on 1 meeting with Grant Specialist within 3 months of hire to ensure compliance with scope of services required under this program.
4. Medium Risk: Within 12 months of grant execution, grantee will complete and implement written procedures for utilizing periodic performance reports to better communicate program outcomes.
5. Medium Risk: Within 12 months of grant execution, grantee will complete and implement performance measurements that tie to financial data.
6. Medium Risk: Within 6 months of grant execution, grantee will provide ICJIA with audit report detailing instances of non-compliance. Grantee will demonstrate that all instances of non-compliance have been resolved or develop a corrective action plan to resolve any remaining instances of non-compliance.

7. High Risk: Within 3 months of grant execution, grantee will develop and/or implement written procedures to ensure programmatic expenses are reasonable, necessary, and prudent. Grantee will submit all procedures and documentation of implementation.
8. High Risk: Within 3 months of grant execution, grantee will develop and/or implement written procedures to ensure programmatic expenses are allowable. Grantee will submit all procedures and documentation of implementation.
9. Grantee agrees to all comply with all of the terms and conditions required by the Department of Transportation as a result of Grantee's Internal Controls Questionnaire.



## PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

27. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

28. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

29. Commencement of Performance.

29.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

29.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

29.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

29.4. If this Agreement is terminated due to this section, Grantor will only pay for those services rendered as of the date service delivery ceased.

30. Budget Changes. Grantee may only make a discretionary line item transfer, as outlined in Part I, 6.3, after providing written notification to Grantor.

31. Reporting and Evaluation Requirements.

31.1. Grantee shall submit the following reports to the Grantor on a monthly basis:

- progress reports for the preceding month relevant to the performance indicators listed in the Agreement;
- fiscal reports detailing financial expenditures for the previous month; and
- any other reports specified by the Grantor.

Reports shall be submitted by the 15<sup>th</sup> of every month following the first complete month of the grant period.

31.2. Grantee is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

31.3. Grantee agrees to comply with the Grantor's request for information related to an evaluation of program. The Grantee agrees to report any additional information required by the Executive Director of the Authority.

31.4. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

32. Timekeeping.

32.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain a Personnel Activity Report (PAR) that accurately reflects the time the employee spends performing the program and any other duties. The PAR must:
  - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
  - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
  - 3. be prepared at least monthly and coincide with one or more pay periods;
  - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
  - 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
  - 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
  - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
  - 3. be supplemented with daily attendance timesheets.

32.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

32.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

32.4. All time keeping documentation and certifications shall be made available for inspection during site visits and upon request by Grantor.

32.5. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all

employees who must complete PARs as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

33. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

34. Failure to File in a Timely Fashion.

34.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 15<sup>th</sup> of each month. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

34.2. Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds, in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

35. Procurement Requirements and Requests for Proposals.

35.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550), 2 CFR 200.319, 320 and Part I, 22.3.

35.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

35.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

35.4. Grantee agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

35.5. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

36. Sub-contracting.

36.1. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any sub-contractor.

36.2. Grantee is required to submit a copy of the sub-contract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole Source Justification form to Grantor for approval prior to hiring the contractor.

36.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

36.4. Approval of the use of sub-contractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

37. Sub-Granting.

37.1 Sub-Grantee Monitoring.

a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.

b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.

c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.

d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a sub-grantee shall be submitted to Grantor along with verification of the corrective action.

37.2 Any sub-grant under this Agreement shall be subject to Grantor-approval, specified by written contract, and subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written sub-grant agreement. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov. Prior to the execution of its grant agreement, Grantee will submit their sub-grantee

monitoring protocol to Grantor for approval.

37.3 Prior to awarding sub-grants, Grantee shall submit to Grantor selected sub-grantees for approval. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor the funded amount, a site visit schedule, and notification of monitoring provisions for each sub-grant upon execution of the sub-grant agreement.

37.4 Grantee shall use a competitive bidding process for the selection of any sub-grantee not specifically named in this Agreement pursuant to GATA rules.

37.5 Grantee shall conduct a programmatic risk assessment of every sub-grantee that receives a sub-award through this Agreement.

37.6 Grantee will evaluate each sub-grantee's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a sub-grantee, if appropriate.

37.7 Grantee will make fiscal and programmatic technical assistance available to all sub-grantees, and may also be required to attend trainings hosted by Grantor.

37.8 All unspent sub-grant funds will be returned by Grantee to Grantor within 30 days after the end of each sub-grantee's period of performance.

37.9 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

37.10 Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.

38. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Said policy is available upon Grantee request. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provision, grantees must maintain records of both the cost of the food provided and the program participant who received it.

39. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.

40. Copyrights and Patents.

40.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

40.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with guidelines.

**41. Management and Disposition of Equipment and Commodities.**

41.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

41.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

41.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

41.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

42. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs only, in accordance with Part I, 7.11. Grantee shall report and account for such program income as required by the Grantor.

43. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.

- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. See 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

44. Publications.

44.1. In addition to the requirements of Part I, Article 23, Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

44.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

44.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

44.4. All publications shall supplement the language required by Part I, Article 23 with the following statement:

*"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."*

44.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

44.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

45. Reporting Grant Irregularities.

45.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. Grantor, per its agency policy, shall

determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

45.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities.

45.3. Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

45.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

45.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

45.5. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

45.6. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
300 W. Adams Suite 200  
Chicago, IL 60606  
CJA.OGCreport@illinois.gov

**46. Reporting Potential Fraud, Waste, or Similar Misconduct.**

46.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, sub-contractor, or sub-grantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.



46.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
300 W. Adams Suite 200  
Chicago, IL 60606  
CJA.OGCreport@illinois.gov

47. Crimes of Dishonesty. Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
48. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of this grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
49. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, 22.1, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
50. Safeguarding Constitutional Protections Related to Religion
- 50.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.
- 50.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.
51. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,

fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes sub-awards or contracts under this award –

- i. it represents that –
  1. it has determined that no other entity that Grantee 's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

52. Background Checks for youth programs. Background checks are required for all program staff, independent contractors and volunteers, including those of subgrantees and subcontractors, who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations

53. Project Monitoring and Evaluation.

53.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report

any additional information required by Grantor.

53.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

53.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

54. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
55. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government**
56. Judgement Certification. Grantee certifies it has not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or felony criminal matter against the Grantee, or any entity associated with its principals or key personnel. Grantee shall also notify Grantor of any such judgments, indictments, and criminal or civil charges, by a government entity (federal, state or local) that occur during the period of the performance of this agreement.
- Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, type of conviction and date of conviction.
57. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

58. Supplanting. Grantee certifies that funds made available under this Agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to Grantee for purposes related to this program. Grantee certifies that funds made available under this Agreement will be used to supplement/increase existing funds for such purposes.
59. Expenditure Evaluation. The Grantor shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Grantor, at its sole discretion, may reduce the grant award by an amount it deems appropriate.
60. ICJIA Quarterly Data Submission. Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.
61. Gift Cards. If Grantee choose to include gift cards as part of their Budget, the following conditions must be adhered to:
  - a. Grantee must detail their method of tracking the use of gift cards;
  - b. Grantee must keep an inventory of who received a gift card and when;
  - c. Grantee must collect and save receipts for purchased gift cards;
  - d. Grantee must maintain the receipts in the same manner as other records; and
  - e. At the end of the fiscal year, Grantee must include in their closeout materials, a spreadsheet detailing each gift card purchase.
62. Match. No match is required for this Agreement.
63. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred and paid from December 1, 2021, until the execution of the contract, and must be in accordance with the final approved program budget. ICJIA has the right and obligation to review supporting documentation for all pre-award incurred and paid costs that are submitted for reimbursement on an invoice from grantees. Cost that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

# EXHIBIT B

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago		DUNS#: 010243822		NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827		CSFA Short Description: Statewide Deferred Prosecution Funding Programs		State Fiscal Year(s): SFY22	Project Period: 02/15/2022-02/15/2024
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		1,039,691			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
1. Personnel (Salaries & Wages) 200.430		\$ 378,559			
2. Fringe Benefits 200.431		\$ 196,285			
3. Travel 200.474		\$ -			
4. Equipment 200.439		\$ -			
5. Supplies 200.94		\$ 137,568			
6. Contractual Services (200.318) & Subawards (200.92)		\$ 251,210			
16. Total Direct Costs (lines 1-15) 200.413		\$ 963,622			
17. Indirect Costs* (see below) 200.414					
Rate: 10 % Base: \$695,955		\$ 76,069			
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 1,039,691			

## SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

*NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)*

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

*NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)*

- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

*NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)*

- 3) ☒ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

*NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)*

- 4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
- ☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
- ☐ Complies with other statutory policies (please specify) :

The Restricted Indirect Cost Rate is \_\_\_\_\_ %

- 5) ☐ No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information  
if Option (1) or (2a) is selected

Period Covered by the NICRA: \_\_\_\_\_

Approving Fed/State Agency (please specify): \_\_\_\_\_

The Indirect Cost Rate is: 10.0%

The Distribution Base is: 695,955.00

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #: 162204	
CFSFA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022-02/15/2024	
<i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.</i>				
<b>SECTION B -- MATCH FUNDS</b>				
<b>Program Revenues</b>	<b>Year 1</b>			
Grantee Match Requirement: ____% (ICJIA to populate only if match is required)				
(b). -Cash	n/a			
(c). -Non-cash	n/a			
(d). Other Funding & Contributions	n/a			
<b>NON-STATE Funds Total</b>	\$ -			
<b>BUDGET SUMMARY MATCH FUNDS</b>				
<b>Budget Expenditure Categories</b> <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<b>Year 1</b>			
1. Personnel (Salaries & Wages) 200.430	n/a			
2. Fringe Benefits 200.431	n/a			
3. Travel 200.474	n/a			
4. Equipment 200.439	n/a			
5. Supplies 200.94	n/a			
6. Contractual Services (200.318) & Subawards (200.92)	n/a			
16. Total Direct Costs (lines 1-15) 200.413	n/a			
17. Indirect Costs* (see below) 200.414				
Rate: 10 % Base: 695,955	n/a			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)	n/a			

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022- 02/15/2024

**Note:** Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s)."

Implementing Agency

Program Agency

County of Winnebago

Name of Applicant Institution/Organization

*Christy Skahill*

Signature

Christy Skahill

Name of Official

Finance Lead

Title

*4-18-22*

Date of Signature

County of Winnebago

Name of Applicant Institution/Organization

*Joseph V. Chiarelli*

Signature

Joseph Chiarelli

Name of Official

County Board Chairman

Title

*4/19/2022*

Date of Signature

Winnebago County State's Attorney's

Institution/Organization

*J. Hanley*

Signature

Joseph Hanley

Name of Official

Winnebago County State's Attorney

Title

*4/19/2022*

Date of Signature

**Note:** The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Applicant Certification



## Section C - Budget Worksheet & Narrative

**1). Personnel (Salaries & Wages)** (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Specify Yr., Mo., or Hr.)	% of Time or % of Grant Funded Salary	Quantity (based on Yr/Mo/Hr)			
STATES ATTORNEYS OFFICE								
TBD	SAO Program Coordinator	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Program Clinician	\$ 75,000	year	100.00%	1.00	\$ 75,000		\$ 75,000
TBD	SAO Admin	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Navigator 1 (placeholder)	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Navigator 2 (placeholder)	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
COURT SERVICES								
TBD	Supervising Probation Officer	\$ 42,309	year	100.00%	1.00	\$ 42,309		\$ 42,309
COUNTY ADMINISTRATION								
TBD	Grants Compliance Specialist	\$ 55,000	year	75.00%	1.00	\$ 41,250		\$ 41,250
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total						\$ 378,559.00	\$ -	\$ 378,559.00

### Personnel Narrative:

*Costs based on cost of living and job roles.*

#### STATES ATTORNEYS OFFICE

- **SAO Program Coordinator** –responsible for day-to-day operations, initial intakes and referrals 55000 (salary) @ 100% = \$55,000 year
- **SAO Program Clinician** – responsible for clinical assessments, one-on-one counseling, and group therapy. 75000 (salary) @ 100%
- **SAO Admin** –responsible for administrative functions, including managing data, and working with County Administration to ensure data and financial reporting is in

compliance. 55000 (salary) @ 100% = \$55,000 year

- **SAO Navigator 1 (placeholder)** - responsible for Navigator services for Misdemeanor and Gun Court. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorney's Office program staff and Court Services. 55,000 (salary)- @ 100%
- **SAO Navigator 2 (placeholder)** - responsible for Navigator services for Misdemeanor and Gun Court. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorney's Office program staff and Court Services. 55,000 (salary)- @ 100%

#### ***COURT SERVICES - GUN COURT***

- **Supervising Probation Officer** – The Probation Officer will work as an agent of change with the participant. The Officer will utilize Core Correction Practice strategies in their intensive interactions with the participants to facilitate behavioral change. The Officer will target the current factors that put the participant at risk for future criminal behavior. 42,309 (salary) @ 100%

#### ***COUNTY ADMINISTRATION***

- **Grants Compliance Specialist**– The Grants Compliance Specialist will be responsible for all activity related to a pass through for internal and contracted partners - ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; ensuring payment for subcontracted services. 55,000 (salary) @ 75% (time spent on project) = \$41,250.00

**Section C - Budget Worksheet & Narrative**

2). **Fringe Benefits (2 CFR 200.431)**—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs						Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Retirement	Other (Please specify)	Other (Please Specify)				
			7.6500%	4.9300%	Health	Life				
STATES ATTORNEYS OFFICE										
TBD	SAO Program Coordinator	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	\$ 2	\$ 28,943			\$ 28,943
TBD	SAO Program Clinician	\$ 75,000	\$ 5,738	\$ 3,698	\$ 22,022	\$ 2	\$ 31,459			\$ 31,459
TBD	SAO Admin	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	\$ 2	\$ 28,943			\$ 28,943
TBD	SAO Navigator 1 (placeholder)	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	\$ 2	\$ 28,943			\$ 28,943
TBD	SAO Navigator 2 (placeholder)	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	\$ 2	\$ 28,943			\$ 28,943
COURT SERVICES										
TBD	Supervising Probation Officer	\$ 42,309	\$ 3,237	\$ 2,086	\$ 22,022	\$ 2	\$ 27,347			\$ 27,347
COUNTY ADMINISTRATION										
TBD	Grants Compliance Specialist	\$ 41,250	\$ 3,156	\$ 2,034	\$ 16,517	\$ 2	21707			\$ 21,707
							\$ 196,285	\$ -		\$ 196,285

Fringe Narrative:

**STATES ATTORNEYS OFFICE FRINGE**

SAO Program Coordinator – 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe  
 SAO Program Clinician – 5738 (FICA) + 3698 (Retirement) + 22022 (Health) + 2.20 (Life) = 31,459 total fringe  
 SAO Admin – 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe  
 SAO Navigator 1 (placeholder) - 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe  
 SAO Navigator 2 (placeholder) - 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe

**COURT SERVICES FRINGE - GUN COURT FRINGE**

Supervising Probation Officer – 3237 (FICA) + 2086 (Retirement) + 22022 (Health) + 2.20 (Life) = 27,346 total fringe

**COUNTY ADMINISTRATION FRINGE**

Grants Compliance Specialist – 3156 (FICA) + 2034 (Retirement) + 16517 (75% of 22022, Health) + 1.65 (75% of 2.20, Life) = 23,427 total fringe

Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474 )-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant’s fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the “Miscellaneous” category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

### Section C - Budget Worksheet & Narrative

**4). Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>				\$ -	\$ -	\$ -

Equipment Narrative:

**Section C - Budget Worksheet & Narrative**

5). **Supplies (2 CFR 200.94)** --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<b>STATES ATTORNEYS - SUPPLIES</b>						
Case Mgmt System	12	\$ 160.00	100%	\$ 1,920.00		\$ 1,920.00
Case Mgt System Implementation / Custom Reports	1	\$ 10,000.00	100%	\$ 10,000.00		\$ 10,000.00
Laptop	4	\$ 1,800.00	100%	\$ 7,200.00		\$ 7,200.00
Desktop	1	\$ 1,588.00	100%	\$ 1,588.00		\$ 1,588.00
Software for laptops and desktop (Adobe)	5	\$ 406.00	100%	\$ 2,030.00		\$ 2,030.00
Software for laptops and desktop (Microsoft)	5	\$ 300.00	100%	\$ 1,500.00		\$ 1,500.00
Mouse/Keyboard Set	1	\$ 31.00	100%	\$ 31.00		\$ 31.00
Mouse (laptops)	4	\$ 15.00	100%	\$ 60.00		\$ 60.00
Additional RAM	5	\$ 43.00	100%	\$ 215.00		\$ 215.00
Laptop Case	4	\$ 25.00	100%	\$ 100.00		\$ 100.00
Desk with return and pedestals	2	\$ 1,120.00	100%	\$ 2,240.00		\$ 2,240.00
Office Supplies	5	\$ 100.00	100%	\$ 500.00		\$ 500.00
Zoom Pro License	3	\$ 150.00	100%	\$ 450.00		\$ 450.00
Desk Phone	2	\$ 350.00	100%	\$ 700.00		\$ 700.00
Navigator Cell Phone	2	\$ 700.00	100%	\$ 1,400.00		\$ 1,400.00
<b>COURT SERVICES - SUPPLIES</b>						
Bullet Proof Vest	1	\$ 750.00	100%	\$ 750.00		\$ 750.00
Zoom License	1	\$ 150.00	100%	\$ 150.00		\$ 150.00
Chair	1	\$ 250.00	100%	\$ 250.00		\$ 250.00
Desk w/pedestal + Return w/pedestal	1	\$ 1,120.00	100%	\$ 1,120.00		\$ 1,120.00
Chair Mat	1	\$ 65.00	100%	\$ 65.00		\$ 65.00
Printer	1	\$ 250.00	100%	\$ 250.00		\$ 250.00
Scanner	1	\$ 988.00	100%	\$ 988.00		\$ 988.00
Computer	1	\$ 1,588.00	100%	\$ 1,588.00		\$ 1,588.00
Laptop	1	\$ 1,800.00	100%	\$ 1,800.00		\$ 1,800.00
Software, equal to or greater than Adobe	2	\$ 406.00	100%	\$ 812.00		\$ 812.00
Software, equal to or greater than Microsoft	2	\$ 300.00	100%	\$ 600.00		\$ 600.00
Mouse for laptop	1	\$ 15.00	100%	\$ 15.00		\$ 15.00
Mouse/Keyboard Set	1	\$ 31.00	100%	\$ 31.00		\$ 31.00
Phone (includes license)	1	\$ 350.00	100%	\$ 350.00		\$ 350.00
Radio	1	\$ 8,216.00	100%	\$ 8,216.00		\$ 8,216.00
Drug testing (20 ppl - 2x/wk 6 panel)	1	\$ 32,656.00	100%	\$ 32,656.00		\$ 32,656.00
Incentives	50	\$ 20.00	100%	\$ 1,000.00		\$ 1,000.00
Electronic Monitoring (placeholder, waiting for #'s)	1	\$ 53,775.00	100%	\$ 53,775		\$ 53,775
<b>COUNTY ADMINISTRATION - SUPPLIES</b>						
Desktop	1	\$ 1,588.00	100.00%	\$ 1,588		\$ 1,588
Software, equal to or greater than Adobe	1	\$ 406.00	100.00%	\$ 406.00		\$ 406.00
Software, equal to or greater than Microsoft	1	\$ 300.00	100.00%	\$ 300.00		\$ 300.00
Mouse/Keyboard Set	1	\$ 31.00	100.00%	\$ 31.00		\$ 31.00
Desktop Phone	1	\$ 350.00	100.00%	\$ 350.00		\$ 350.00
Office Supplies	1	\$ 500.00	100.00%	\$ 500.00		\$ 500.00
Additional RAM	1	\$ 43.00	100.00%	\$ 43.00		\$ 43.00
						\$ -
<b>Total</b>				\$ 137,568	\$ -	\$ 137,568

Supplies Narrative:

*Costs are based off of purchases for other County projects recently implemented.*

**STATES ATTORNEYS - SUPPLIES**

- **Case Mgmt System:** To be used by 5 program staff to record participant activity. 5 (licenses) x 40 (cost/mo) = 16 (mo) x 12 (mo) = \$1920.00
- **Case Mgmt System Implementation / Custom Program Reports:** To cover implementation costs and create program specific reports. \$10000.00 (one-time fee)
- **Laptop for Coordinator, Clinician, and Navigators:** Laptops are a one-time purchase to be used to complete the required documentation related to programming. 4 (quantity) x 1800 (one-time expense cost) = \$7,200
- **Desktop for Program Admin:** This desktop is a one-time purchase to be used to complete the required documentation related to programming. 1 (quantity) x 1,588 (one-time expense) = \$1588.00
- **Software for laptops and Desktop (equal to or greater than Adobe)** software is a one-time purchase to be installed on the desktop and laptops for viewing and editing Adobe documents. \$406 (one-time expense) x 5 (quantity) = \$2030.00
- **Software for laptops and Desktop (equal to or greater than Microsoft)** software is a one-time purchase to be installed on the desktop and laptop for creating documents \$300 (one-time expense) x 5 (quantity) = \$1500.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Mouse** is needed for laptops \$15.00 (one-time expense) x 4 (quantity) = \$60.00
- **Additional RAM (8 GB)** is needed to meet our required specifications for laptop and desktops 43.00 (one-time expense) x 5 (quantity) = \$215.00
- **Laptop Case** will be used to safely store the laptop when not in use or when in transit for remote work. \$25 (one-time expense) x 4 (quantity) = \$100.00
- **Desk with return and pedestals** will be used by Program Admin and Clinician to conduct program business. \$1120 (one-time expense) x 2 (quantity) = \$2240.00
- **Office Supplies:** These office supplies may include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, and tape dispenser for SAO program staff. \$100 (one-time expense) x 5 (quantity) = \$500
- **Zoom Pro License** is an annual purchase to be used to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programming as need. \$150 (per year) x 3 (licenses) = \$450
- **Desk Phone** is required for Program Admin and Clinician 2 (quantity) x 350 (one-time expense) = \$700.00
- **Navigator Cell Phone** is required for mobile Navigator position 2 (quantity) x 700 (one-time expense) = \$1400.00

**COURT SERVICES - SUPPLIES**

- **Bullet Proof Vest** will be used by Supervising Probation Officer to conduct home visits \$700 (one-time expense) x 1 (quantity) = \$700.00
- **Zoom Pro License** is an annual purchase to be used to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programming as need. \$150 (per year) x 1 (license) = \$150
- **Chair** will be used by Supervising Probation Officer to conduct program business 250 (one-time expense) x 1 (quantity) = \$250.00
- **Desk with return and pedestals** will be used by Supervising Probation Officer to conduct program business. \$1120 (one-time expense) x 1 (quantity) = \$1120.00
- **Chair Mat** will be used by Supervising Probation Officer to conduct program business. 65 (one-time expense) x 1 (quantity) = \$65.00
- **Printer** will be used by Supervising Probation Officer to conduct program business. 250 (one-time purchase) x 1 (quantity) = \$250.00
- **Scanner** will be used by Supervising Probation Officer to conduct program business. 988 (one-time purchase) x 1 (quantity) = \$988.00
- **Computer** will be used by Supervising Probation Officer to conduct program business. 1588 (one-time purchase) x 1 (quantity) = \$1588.00
- **Laptop** will be used by Supervising Probation Officer to conduct remote program business. 1800 (one-time expense) x 1 (quantity) = \$1800.00
- **Software for computer (equal to or greater than Adobe)** software is a one-time purchase to be installed on the computer for viewing and editing Adobe documents. \$406 (one-time expense) x 2 (quantity) = \$812.00
- **Software for Computer (equal to or greater than Microsoft)** software is a one-time purchase to be installed on computer for creating documents \$300 (one-time expense) x 2 (quantity) = \$600.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Mouse** is needed for laptops \$15.00 (one-time expense) x 1 (quantity) = \$15.00
- **Phone (includes license)** is required for Supervising Probation Officer to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00
- **Radio** is required for Supervising Probation Officer to conduct home visits 8216 (one-time expense) x 1 (quantity) = \$8216.00
- **Drug testing** Required for court ordered drug testing. Estimated 20 people dropping 2 times/week for a year, the panel price for a 6 panel is \$15.70: 20 (ppl) x 2 (x/week) = 40 x 15.70 (panel) = 628 (weekly panel cost) x 52 (weeks) = \$32,656
- **Incentives** – 50 Target gift cards @ \$20 each= 1000.00 (per year)
- **GPS electronic monitoring** \$8.50/day x 180 days x 30 participants = 45,900 (device/installation/monitoring) + \$8.50/day x 30 days x 15 participants = \$3,825 (sanctions) + \$1.50/day x 180 days x 15 participants = \$ 4,050 (beacon) = \$53,775 (Total)

**COUNTY ADMINISTRATION - SUPPLIES**

- **Desktop Computer** will be used by Grants Compliance Specialist to conduct program business. 1588 (one-time purchase) x 1 (quantity) = \$1588.00
- **Software for computer (equal to or greater than Adobe)** software is a one-time purchase to be installed on the computer for viewing and editing Adobe documents. \$406 (one-time expense) x 1 (quantity) = \$406.00
- **Software for Computer (equal to or greater than Microsoft)** software is a one-time purchase to be installed on computer for creating documents \$300 (one-time expense) x 1 (quantity) = \$300.00
- **Phone (includes license)** is required for Supervising Probation Officer to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00

- **Phone (includes license)** is required for Supervising Probation Officer to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Phone (includes license)** is required Grants Compliance Specialist to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00
- **Office Supplies:** These office supplies may include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, and tape dispenser for Grants Compliance Specialist. \$100 (one-time expense) x 1 (quantity)= \$100
- **Additional RAM (8 GB)** is needed to meet our required specifications for desktop 43.00 (one-time expense) x 1 (quantity) = \$43.00



**Section C - Budget Worksheet & Narrative**

**6). Contractual Services (2 CFR 200.318) & Subawards (200.92)** — Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

*Please also note the differences between subaward, contract, and contractor (vendor):*

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>TASC - Misdemeanor</i>	\$ 86,105.00		1	100.00%	\$ 86,105		\$ 86,105
<i>TASC - Gun Court</i>	\$ 86,105.00		1	100.00%	\$ 86,105		\$ 86,105
<i>LOYOLA - Evaluation</i>	\$ 79,000.00		1	100.00%	\$ 79,000		\$ 79,000
<i>Total</i>					\$ 251,210	\$ -	\$ 251,210

Contractual Narrative:

- **TASC** is responsible for Navigator services for Misdemeanor and Gun Court. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorneys Office and Court Services. 86105 (Misdemeanor) + 86105 (Gun Court) = \$172,210 total
- **LOYOLA** - is responsible for evaluation of the project. \$79,000 total

**Section C - Budget Worksheet & Narrative**

**16. Indirect Cost (2 CFR 200.414)** --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

**Note:** Please see ICJA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
Salary / Fringe / Supplies / 1 Sub-recipient	\$ 760,689	10.00%	\$ 76,069		\$ 76,069

**Indirect Cost Narrative:**

Indirect cost calculated at 10% of Modified Total Direct Costs (MTDC)

Indirect Cost = 378,559 (salary) + 196,285 (fringe) + 135,845 (supplies) + 25,000 (sub-recipient #1) + 25,000 (sub-recipient #2) = \$760,689 (base)

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

County of Winnebago  
Institution/Organization

  
Signature

Christy Skahill  
Finance Lead

4-18-22  
Date of Signature

County of Winnebago  
Institution/Organization

  
Signature

Joseph Chiarelli  
County Board Chairman

4/19/2022  
Date of Signature

**Section C - Budget Worksheet & Narrative**

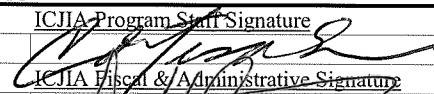
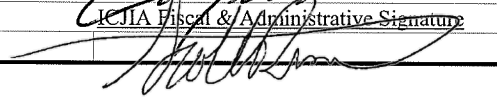
**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<b>1. Personnel</b>	\$ 378,559.00	\$ -	\$ 378,559.00
<b>2. Fringe Benefits</b>	\$ 196,285.00	\$ -	\$ 196,285.00
<b>3. Travel</b>	\$ -	\$ -	\$ -
<b>4. Equipment</b>	\$ -	\$ -	\$ -
<b>5. Supplies</b>	\$ 137,568.00	\$ -	\$ 137,568.00
<b>6. Contractual Services</b>	\$ 251,210.00	\$ -	\$ 251,210.00
<b>16. Indirect Costs</b>	\$ 76,069.00	\$ -	\$ 76,069.00
<b>TOTAL PROJECT COSTS</b>	\$ 1,039,691.00	\$ -	\$ 1,039,691.00

<b>ICJIA Agency Approval</b>	<b>STATE OF ILLINOIS</b> <b>UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</b>	<b>AGENCY:</b> Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022-02/15/2024

**FOR ICJIA USE ONLY**

**Final Budget Amount Approval**

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
\$ 1,039,691.00	Cortisa Evans		4/19/2022
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
\$ 1,500,000.00	Scott Risolute		4.25.22

**Budget Revision Amount Approval**

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

**Budget Revision Amount Approval**

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# **UNFINISHED BUSINESS**

# Appointments

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**





# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: May 26, 2022

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Byron Station – Integrated Inspection Report 05000454/2022001 and 05000455/2022001.
  - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, UNITS 2 AND 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Unit 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Issuance of Amendment to Adopt TSTF-541. REVISION 2, “Add Exceptions to Surveillance Requirements for Valves and Dampers Locked in the Actuated Position” (EPID L-2021-LLA-0169).
  - c. Braidwood Station, Byron Station, Clinton Power Station, Dresden Nuclear Power Station, LaSalle County Station, and Quad Cities Nuclear Power Station – Information Request to Support the NRC Annual; Baseline Emergency Action Level and Emergency Plan Changes Inspection.
  - d. Notice of Public Meeting, Thursday, June 2, 2022 5:00 p.m. – 6:00 p.m.



# WINNEBAGO COUNTY

— ILLINOIS —

- e. Information Meeting (Public Webinar) with a Question-and-Answer Session to Discuss NRC 2021 End-of-Cycle Plant Performance Assessment of Braidwood Power Station, Units 1 and 2, and Byron Power Station, Units 1 and 2.
  - f. Federal Register / Vol. 87, No. 95 /Tuesday, May 17, 2022 / Notices.
  - g. Summary of April 4, 2022, Meeting between the U.S. Nuclear Regulatory Commission and Constellation Energy Generation, LLC. Regarding Performance Monitoring of Pressurizer Welds (EPIDS L-RR-0035 AND 0036).
- 2. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for Town of Rockton, IL.
  - 3. County Clerk Gummow received from Charter Communications a notice that Shop HQ Health located on Spectrum channels 344 and 596, will be replaced with QVC 3 on Spectrum channels 344 and 596 on the Roscoe, IL channel lineup serving our community. This change will occur on or around 6/1/2022 for the following:
    - a. Township of Harlem
    - b. Township of Rockton
    - c. Township of Roscoe

# Adjournment