



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED AGENDA

Winnebago County Courthouse  
400 West State Street | Rockford, IL 61101  
County Board Room | 8<sup>th</sup> Floor  
or Virtual Meeting – Zoom  
(Winnebago County YouTube Live)

Thursday, July 23, 2020  
6:00 p.m.

1. **Call to Order** ..... Chairman Frank Haney
2. **Agenda Updates** ..... Chairman Frank Haney
3. **Roll Call** ..... Clerk Lori Gummow
4. **Invocation** ..... Board Member Jas Bilich
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentations – None
6. **Public Comment** ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. **Board Member Correspondence** ..... Board Members
8. **Chairman’s Report** ..... Chairman Frank Haney
9. **Announcements & Communications** ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
  - A. Raffle Report
  - B. Bills
  - C. Approval of June 25, 2020 minutes

D. Layover of July 9, 2020 minutes

**11. County Administrator’s Report..... Interim County Administrator Steve Chapman**

**12. Department Head Updates.....Department Heads**

**13. Unfinished Business ..... Chairman Frank Haney**

Board Appointments (Tabled by County Board July 9, 2020):

A. Community Action Agency Board

1. Cesar Sanchez (Replacing Tiana McCall), Rockford, Illinois, July 2020 – July 2021

B. Winnebago County Housing Authority

1. Rhonda Greer Robinson (Replacing Fred Wescott), Rockford, Illinois, July 2020 – September 2024

C. Winnebago County Crime Commission

1. Rev. Dr. Peter Frank Williams (Replacing Becky Cook Kendall), Rockford, Illinois, July 2020 – July 2023

D. Chicago Rockford International Airport Board

1. Paulina Sihakom (Replacing Tom Dal Santo), Caledonia, Illinois, July 20 20 – May 2023

**14. Standing Committee Reports ..... Chairman Frank Haney**

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

1. Committee Report

2. Budget Amendment 2020-021 (Health Department) to be Laid Over

3. Resolution Authorizing Execution of an Agreement to Advance \$45,000 to the Community Mental Health Board

4. Resolution Extending Employee Leasing Agreement with GovTempsUSA, LLC for Interim County Administrator up to October 2, 2020

5. Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender

6. Consideration of an Ordinance Providing for the Issue of a \$400,000 Debt Certificate to Acquire Certain Technology Equipment in and for the County and Authorizing the Sale of the Debt Certificate to Stillman Bank

7. **Resolution Authorizing the Winnebago County Administrator to Negotiate with AFSCME for Hazard Pay**

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

Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee.....**Jas Bilich, Committee Chairman**

1. Committee Report

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

1. Committee Report

- E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
  - 2. (20-024) Resolution Authorizing the Award of Bid for Perryville Road Patching, E. State Street to South of Harrison Avenue (Section: 20-00000-04-GM)  
Cost: \$235,949.50 C.B. District: 8 & 11
  - 3. (20-025) Resolution Authorizing the Award of Bid for Montague Road Resurfacing, Kennedy Hill Road to Meridian Road (Section: 20-00000-03-GM)  
Cost: **\$663,970.05** C.B. District: 1 & 9
  
- F. Public Safety Committee..... **Aaron Booker, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing Execution of a Police Services Agreement between Winnebago County and the Village of Machesney Park
  - 3. Resolution Approving an Intergovernmental Agreement for Harlem Consolidated School Resource Officer Program
  
- G. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Approving the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson

**15. New Business.....Chairman Frank Haney**

**16. Adjournment ..... Chairman Frank Haney**

**Next Meeting: Thursday, August 13, 2020**

# **CHAIRMAN'S REPORT**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: July 23, 2020

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. Public Webinar to Discuss NRC 2019 End-of-Cycle Plant Performance Assessment of Braidwood Station, Units 1 & 2, and Byron Station, Units 1 & 2.
  - b. Federal Register / Vol. 85, No. 126 / Tuesday, June 30, 2020 / Notices
  - c. Federal Register / Vol. 85, No. 130 / Tuesday, July 7, 2020 / Notices
  - d. 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, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; and Three Mile Island Nuclear Station, Unit 1 – Issuance of Amendments Revising the (EPID L-2019-LLA-0133 and L-2019-LLA-0134)
  - e. Braidwood Station, Units 1 and 2; Byron Station, Unit NOS.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 1; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginns Nuclear Power Plant – Issuance of Amendments



# WINNEBAGO COUNTY

— ILLINOIS —

Based on Technical Specifications Task Force Traveler TSTF-427, “Allowance for Non Technical Specification Barrier Degradation on Supported Systems Operability.” Revision 2 (EPID L-2019-LLA-0132)

- f. Federal Register / Vol. 85, No. 135 / Tuesday, July 14, 2020 / Notices
2. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste for the following:
  - a. Description of Project: Annual closure and post-closure care cost update for the Winnebago West Expansion Unit.
  - b. Description of Project: Application providing a first quarter 2020 alternate source demonstration in accordance with Condition VIII.15 of Permit Modification No. 80.
2. County Clerk Gummow received from Charter Communications locally known as Spectrum a letter regarding changes in channel line-up on or around August 11, 2020 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
3. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment of franchise fees covering the period from January 1, 2020 to March 31, 2020 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
4. County Clerk Gummow received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.
5. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for July 2020.

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
4 different organizations for 4 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
30394	1	AMERICAN ASSOCIATION OF UNIVERSITY WOMEN-ROCKFORD AREA BRANCH	07/24/2020-09/22/2020	\$ 4,999.00
30395	1	RED FLAG FUND, INC.	07/24/2020-09/19/2020	\$ 500.00
30397	1	CENTER FOR SIGHT & HEARING	08/03/2020-08/03/2020	\$ 4,999.99

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
30396	1	BLACKHAWK ATHLETIC CLUB	07/24/2020-07/24/2021	\$ 2,500.00

This concludes my report,

Deputy Clerk *Kayla Hilliard*

LORI GUMMOW  
Winnebago County Clerk

Date 23-Jul-20

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	3,412,271.68
101	PUBLIC SAFETY TAX	2,289,489.76
103	DOCUMENT STORAGE FUND	14,009.01
104	TREASURER'S DELINQUENT TAX FU	3,865.28
105	VITAL RECORDS FEE FUND	2,038.52
106	RECORDERS DOCUMENT FEE FUND	46,195.72
108	COURT SECURITY FEE FUND	21,115.19
109	VICTIM IMPACT PANEL FEE	800.00
111	CHILDREN'S WAITING ROOM FUND	113.26
112	RENTAL HOUSING FEE FUND	46,143.00
114	911 OPERATIONS FUND	109,440.21
115	PROBATION SERVICE FUND	3,821.18
116	HOST FEE FUND	611,327.93
126	LAW LIBRARY	9,394.31
131	DETENTION HOME	284,540.09
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	23,133.00
145	FORECLOSURE MEDIATION FUND	4,495.17
155	MEMORIAL HALL	9,195.65
156	CC CLERK ELECTRONIC CITATION FUND	10,614.00
158	CHILD ADVOCACY PROJECT	49,817.44
161	COUNTY HIGHWAY	279,344.08
162	COUNTY BRIDGE FUND	25,085.36
164	MOTOR FUEL TAX FUND	561,621.27
165	TOWNSHIP HIGHWAY FUND	105,083.06
181	VETERANS ASSISTANCE FUND	28,700.74
185	HEALTH INSURANCE	1,272,880.99
192	EMPLOYER SOCIAL SECURITY FUND	351,904.80
193	ILLINOIS MUNICIPAL RETIRE	411,287.51
194	TORT JUDGMENT & LIABILITY	65,016.11
200	2013A SERIES REFUNDING BONDS	592,975.00
201	2013B ADMIN	55,500.00
208	2013C SERIES REFUNDED BONDS	83,775.00
214	2013E DEBT SERVICE FUND	44,443.75
215	2016A REFUNDING BONDS	49,700.00
216	2017B GO REFUNDING BONDS	26,175.00
219	2017A GO DEBT CERTIFICATES	4,150.00
227	2015A DEBT CERTIFICATES	35,100.00
229	2016D REFUNDING	62,100.00
230	2016E REFUNDING	328,225.00
242	2010C HEALTH BLDG	54,834.38
244	2012A GO DEBT CERTIFICATES	1,669.50

CONTINUATION

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
246	2012C ALT REFUNDING BONDS	18,825.00
247	2012D ALT REFUNDING BONDS	46,425.00
248	2012E DEBT CERTIFICATES	13,371.75
249	2012F DEBT CERTIFICATES	61,871.88
250	2012G DEBT CERTIFICATES	25,200.00
252	2017C DEBT SERVICE FUND	159,125.00
253	2018 PENSION OBLIGATION BONDS	687,978.25
301	HEALTH GRANTS	654,727.59
302	SHERIFF'S DEPT GRANTS	12,878.55
303	STATE'S ATTORNEY GRANT	9,969.47
309	CIRCUIT COURT GRANT FUND	157,924.19
401	RIVER BLUFF NURSING HOME	1,166,843.63
410	ANIMAL SERVICES	167,619.80
420	555 N COURT OPERATIONS FUND	17,062.52
430	WATER FUND	7,773.16
501	INTERNAL SERVICES	40,421.47
	 TOTAL THIS REPORT	 <u>14,639,409.21</u>

The adoption of this report is hereby recommended:

  
 William Crowley, County Auditor

ADOPTED: This 23rd day of July 2020 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JUNE 25, 2020**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 25, 2020 at 6:02 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, Wescott and Zintak were present.) (Board Members Fiduccia and Hoffman absent.)
4. County Board Member Arena gave the invocation and led the Pledge of Allegiance.

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

5.     Awards             -     None
- Proclamations     -     None
- Presentations   -     None

**PUBLIC COMMENT**

6.

**BOARD MEMBER CORRESPONDENCE**

7. Board Member Webster welcomed new Board Member Zintak and spoke of the protests in the community.

Board Member Nabors welcomed new Board Member Zintak and spoke to Board Member Webster's comment regarding protesting.

Board Member Fellars concurred with Board Member Nabors.

Board Member Kelley spoke of the Libertarian's and their similarities to Conservatives.

Board Member Schultz spoke of ending discrimination.

Board Member Redd announced she has experienced discrimination her whole life.

Board Member Gerl spoke of working together to come up with solutions against discrimination.

## CHAIRMAN'S REPORT

8. Chairman Haney spoke of an update on the Winnebago County Trustee Program Auction received from the R1 Planning Council.

Chairman Haney spoke of an email regarding different working groups and working together in the future.

Chairman Haney spoke of an email regarding policy suggestions related to community discussions.

## ANNOUNCEMENTS & COMMUNICATION

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

A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:

- a. Exelon Generation Company, LLC – Request for an Alternative to Use ASME Code Case N-885 (EIPD L-2020-LLR-0069)
- b. Pre-Application Meeting with Exelon Generation Company, LLC on June 24, 2020.
- c. Federal Register / Vol. 85, No. 116 / Tuesday, June 16, 2020 / Notices.

B. County Clerk Gummow received from Charter Communications a letter regarding the launch of NBCSN in Roscoe effective on or around July 17, 2020 and Showtime Beyond will be rebranded Showtime Showcase on or around July 15, 2020 for the following:

- a. County of Winnebago
- b. Township of Harlem
- c. Township of Rockton
- d. Township of Roscoe

C. County Clerk Gummow received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.

## CONSENT AGENDA

10. Chairman Haney entertained a motion to approve the Consent Agenda for June 25, 2020 (Raffles Report, Bills, and County Board Minutes of May 14 and 28, 2020 and Special Board Minutes of May 20, 2020 and to layover the County Board Minutes of June 11, 2020.) Board Member Crosby moved for the approval of the Consent Agenda, seconded by Board Member Nabors. The motion was approved by a unanimous vote of all members present.

## COUNTY ADMINISTRATOR'S REPORT

11. None.

## DEPARTMENT HEAD UPDATES

12. None.

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

13. No Report.

### ZONING COMMITTEE

14. No Report.

### ECONOMIC DEVELOPMENT

15. No Report.

## OPERATIONS & ADMINISTRATIVE COMMITTEE

Board Member Hoffman joined at 6:30 p.m.

16. Chairman Haney entertained a motion to approve an Ordinance Amending Chapter 50 of the Winnebago County Code of Ordinances Related to Food Establishment Operations During the COVID-19 Pandemic Laid Over from the June 11, 2020 Meeting. Board Member Kelley made a motion to approve the Ordinance, seconded by Board Member Nabors. Discussion by Chairman Haney, Dr. Martell, and Board Members McDonald, Arena, Fellars, and Bilich. Board Member McDonald made a motion to amend the Ordinance to be effective for 60 days only, seconded by Board Member Crosby. Further discussion by Dr. Martell and Board Members Fellars, McDonald, Bilich, Salgado, Goral, Crosby, Nabors, and Arena. Motion to amend was approved by a roll call vote of 18 yes votes. (Board Member Fiduccia was absent.) (Board Member Wescott was present.) Discussion by Dr. Martell and Board Member Bilich. Motion to approve the amended Ordinance was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Webster, and Wescott voted no.) (Board Member Fiduccia was absent.)

17. Board Member McDonald pulled the Resolution to Appoint Precinct Election Judges until the next County Board Meeting.
18. Board Member McDonald made a motion to approve a Resolution Awarding Quotes for Bulk National Gas Supply, seconded by Board Member Crosby. Discussion by Interim County Administrator Chapman. Motion was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.)
19. Board Member McDonald made a motion to approve a Resolution Awarding Cyber Security: Winnebago County Metropolitan Area Network Replacement of Obsolete Firewalls, seconded by Board Member Hoffman. Discussion by Chief Information Officer Gentner, Interim County Administrator Chapman, and Board Members Schultz, McDonald, and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.)
20. Board Member McDonald made a motion to approve a Resolution Amending Organizational Structure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Crosby. Discussion by Board Members McDonald, Arena, and Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.)

#### **PUBLIC WORKS**

21. Board Member Tassoni made a motion to approve (20-022) Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Chastain & Associates, LLC for the Purpose of Completing Contract Plans for Box Culvert Replacement on Yale Bridge Road (CH) over Sugar Creek (Section 19-00671-00-BR), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.)
22. Board Member Tassoni read in for the first reading of an Ordinance Prohibiting Parking on Old River Road (CH-64) between Carlson Court and Wake Forest Parkway to be Laid Over.

#### **PUBLIC SAFETY**

23. Board Member Booker made a motion to approve a Resolution Extending Intergovernmental Agreement for Police Services with the Village of Machesney Park to July 31, 2020, seconded by Board Member Crosby. Discussion by Board Member Booker and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.) Further discussion by Deputy Chief Karner and Board Members Booker and Redd.

#### **PERSONNEL AND POLICIES COMMITTEE**

24. Board Member Arena gave an update on the County Administrator search. Discussion by Chairman Haney.

#### **UNFINISHED BUSINESS**

25. None.

**NEW BUSINESS**

26. Chairman Haney read in for the first reading of the Appointment listed below, to be Laid Over. County Board Member Webster made a motion to suspend the rules to approve the appointment, as listed below, seconded by Board Member Bilich. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.) County Board Member Webster moved for the approval of the appointment, seconded by Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Fiduccia was absent.)

**A. Otter Creek Lake Utility District Board (Lake Summerset)**

1. Fred Kile (Reappointment), Davis, Illinois, May 2020 – May 2025

27. Chairman Haney entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Bilich. Motion was approved by a voice vote. (Board Member Fellars was absent.) The meeting was adjourned at 7:55 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JULY 9, 2020**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 9, 2020 at 6:00 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Wescott and Zintak were present.) (Board Member Webster was absent.)
4. County Board Member Wescott gave the invocation and led the Pledge of Allegiance.

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

5.     Awards             -     None
- Proclamations     -     None
- Presentations     -     None

**PUBLIC COMMENT**

6.     None.

**BOARD MEMBER CORRESPONDENCE**

7.     Board Member Butitta appreciates using Zoom for Board Meetings due to COVID-19.  
  
       Board Member Bilich appreciates the Board Members for their hard work.

**CHAIRMAN'S REPORT**

8.     Chairman Haney spoke of the outcome of Chief O'Shea and an email to the Board regarding the end of a five-year agreement with RAVCB.  
  
       Chairman Haney spoke of the four appointments to community boards.  
  
       Board Member Webster joined at 6:15 p.m.

**ANNOUNCEMENTS & COMMUNICATION**

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Haney:
  - A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
    - a. Nuclear Procurement Issues Corporation Strategic Alliance for Flex Emergency Response Commitment to NRC Order EA-12-049
    - b. Byron Station, Unit 2 – Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000455/202003
  - B. County Clerk Gummow received from Charter Communications a letter regarding changes to the Discovery Package on or after August 1, 2020, Telemundo on or around August 3, 2020, and the launch of BYU TV HD on or around August 15, 2020 for the following:
    - a. County of Winnebago
    - b. Township of Harlem
    - c. Township of Rockton
    - d. Township of Roscoe
  - C. County Clerk Gummow received from Charter Communications a letter regarding upcoming changes to pricing for the following:
    - a. County of Winnebago
    - b. Township of Harlem
    - c. Township of Rockton
    - d. Township of Roscoe

**CONSENT AGENDA**

10. Chairman Haney entertained a motion to approve the Consent Agenda for July 9, 2020 (Raffles Report, and County Board Minutes of June 11, 2020 and to layover the County Board Minutes of June 25, 2020.) Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Crosby. The motion was approved by a unanimous vote of all members present.

**COUNTY ADMINISTRATOR'S REPORT**

11. None.

**DEPARTMENT HEAD UPDATES**

12. None.

## **REPORTS FROM STANDING COMMITTEES**

### **FINANCE COMMITTEE**

13. Board Member Salgado made a motion to approve a Resolution Affixing Compensation and Other Benefits for the Clerk of the Circuit Court, seconded by Board Member Gerl. Discussion Interim County Administrator Chapman and Board Members Salgado and Arena. Motion was approved by a unanimous vote of all members present.
14. Board Member Salgado read in for the first reading of Budget Amendment 2020-019 (Circuit Clerk) to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. Board Member Salgado made a motion to approve the Budget Amendment, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman and Board Member Salgado.

### **ZONING COMMITTEE**

15. No Report.

### **ECONOMIC DEVELOPMENT**

16. No Report.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

17. Board Member McDonald made a motion to approve a Resolution to Appoint Precinct Election Judges, seconded by Board Member Salgado. Discussion by Board Member Kelley. Motion was approved by a unanimous vote of all members present.
18. Board Member McDonald made a motion to approve a Resolution Awarding Roof Recover for Juvenile Detention Center, seconded by Board Member Salgado. Discussion by Chairman Haney and Board Member Fiduccia. Motion was approved by a unanimous vote of all members present.

### **PUBLIC WORKS**

19. Board Member Tassoni made a motion to approve (20-023) An Ordinance Prohibiting Parking on Old River Road (CH-64) between Carlson Court and Wake Forest Parkway Laid Over from the June 25, 2020 Meeting, seconded by Board Member Kelley. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present.

## PERSONNEL AND POLICIES COMMITTEE

20. Board Member Fiduccia made a motion to approve a Resolution Recommending Making a Conditional Offer of Employment to a Candidate for Winnebago County Administrator, seconded by Board Member McDonald. Discussion by Board Members Fiduccia and Arena. Motion was approved by a unanimous vote of all members present.

## PUBLIC SAFETY

21. Board Member Booker made a motion to approve a Resolution Authorizing the Execution of a First Amendment of Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present.
22. Board Member Booker made a motion to approve a Resolution Authorizing the Execution of a First Amendment of Agreement Between Winnebago County, Illinois and Rockford Sexual Assault Counseling for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present.
23. Board Member Booker made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contracts for Health Care Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center, seconded by Board Member Zintak. Motion was approved by a unanimous vote of all members present.

Board Member Booker announced there will be a Public Safety Board Meeting next Wednesday.

## UNFINISHED BUSINESS

24. Board Member Wescott announced his twenty years of service with the Winnebago Housing Authority Board and indicated his interest in retaining his position on the board.

Board Member Webster acknowledged Board Member Wescott's service on the Winnebago Housing Board.

Discussion between Board Member Fiduccia and Board Member Wescott regarding the Winnebago Housing Authority Board.

Board Member Butitta departed.

## NEW BUSINESS

25. Chairman Haney read-in for the first reading of the Appointments as listed below.

Chairman Haney thanked Board Member Wescott for his years of service.

Board Member Arena announced the Winnebago Housing Authority has an excellent reputation.

Board Member Tassoni spoke of Board Member Wescott's great work on the Winnebago Housing Authority Board.

Board Member Hoffman spoke of the candidate for the Chicago Rockford International Airport Board.

Board Member Crosby would like to separate the votes on the Appointments.

Board Member Goral made a motion to table the Appointments, seconded by Board Member Webster. Discussion by Board Member Kelley. Board Member Webster called point of order. Further discussion by Chairman Haney and Board Member Nabors. Motion to table the Appointments was approved by a roll call vote of 16 yes and 3 no votes. (Board Members Crosby, Kelley, and Nabors voted no.) (Board Member Butitta was absent.)

**Board Appointments:**

**A. Community Action Agency Board**

1. Cesar Sanchez (Replacing Tiana McCall), Rockford, Illinois, July 2020- July 2021

**B. Winnebago County Housing Authority**

1. Rhonda Greer Robinson (Replacing Fred Wescott), Rockford, Illinois, July 2020 – September 2024

**C. Winnebago County Crime Commission**

1. Rev. Dr. Peter Frank Williams (Replacing Beck Cook Kendell), Rockford, Illinois, July 2020 – 2023

**D. Chicago Rockford International Airport Board**

1. Paulina Sihakom (Replacing Tom Dal Santo), Caledonia, Illinois, July 2020 – May 2023

Discussion by Board Members Nabors and Wescott.

26. Chairman Haney entertained a motion to adjourn. County Board Member Crosby moved to adjourn the meeting, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Member Butitta was absent.) The meeting was adjourned at 6:58 p.m.

Respectfully submitted,

  
Lori Gummow  
County Clerk  
ar

# **ADMINISTRATOR'S REPORT**

# **DEPARTMENT HEAD UPDATES**

# **UNFINISHED BUSINESS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Memorandum

Date: July 7, 2020  
To: County Board  
From: Frank Haney, Chairman   
Re: Appointments to community boards

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After input and review, I am making the following appointment to community boards, subject County Board approval:

- Community Action Agency Board – **Cesar Sanchez** (replacing Tiana McCall)
- Winnebago County Housing Authority – **Rhonda Greer Robinson** (replacing Fred Wescott)
- Winnebago County Crime Commission – **Rev. Dr. Peter Frank Williams** (replacing Ken Barnes)
- Chicago Rockford International Airport Board – **Paulina Sihakom** (replacing Tommy Dal Santo)

The appointees are highly qualified, accomplished, and high character. Each has a track record of impactful service to our community and is worthy of the board's enthusiastic support.

**Cesar Sanchez** (Community Action Agency Board) works at Midland Bank States Bank and serves as their Regional Community Development Relationship Manager. He specializes in business development, public relations, minority outreach, and financial literacy. Currently, Cesar serves the community in multiple ways, he is on the Boards of United Way, HomeStart, and the Rockford Public Library. He was recognized as one of the Rockford Register Star's *75 People You Should Know* in 2018 and La Voz Latina / YWCA's *Community Member of Distinction Award* in 2015.

**Rhonda Greer Robinson** (Winnebago County Housing Authority Board) has been an educator and coach in District 205 since 1986 and is a leading voice in the community around increasing educational attainment and access to opportunities for underserved populations within the Rockford area. Currently, she serves as the President of the local chapter of the National



# WINNEBAGO COUNTY

— ILLINOIS —

Association for Advancement of Colored People (NAACP) and serves as the State Association's Education Chair.

**Rev. Dr. Peter Williams** (Crime Commission) is the Assistant Pastor for Membership Recruitment & Retention at St. Luke's Missionary Baptist Church. He is an active member of the Rockford Minister's Fellowship, a network of Baptist Pastors in the Rockford Area. Rev. Williams as both Board Secretary and the Education Committee Chair and Spokesman. Rev. Williams also served as an active member of the Chairman's Bridge Council and was the President of the Freeport Ministerial Fellowship Alliance from 2004-2013.

**Paulina Sihakom** (Airport Authority Board) has worked in the banking industry for the past 27 years. Currently, she works at PNC Bank and leads the Rockford Market, serving clients on loans up to \$50 million. Her strong financial background includes extensive experience in evaluating return on investment for large capital projects. This skill set translates well to the Airport Board. Currently, Paulina serves on the Goodwill of Northern Illinois and is President of the Lao American Association of Northern Illinois. Previously, she served on the Northern Illinois Community Development Corporation (NICDC), Athena Powerlink of Rockford, and YWCA Board where she was the recipient of the 2018 YWCA Northwestern Illinois Mentor Award. She also was recognized as the Rockford Chamber of Commerce one of the *20 People You Should Know* in 2014.

The new appointees are replacing individuals who served well on their respective boards. We thank each of the outgoing individuals for their service and dedication. In particular, I want to thank Fred Wescott for over twenty-years of service on the Housing Authority Board.

Over the past three years, Winnebago County appointments to various boards have been based on a number of factors, including the strategic needs of the entity, skill set of the individual, and the undeniable community need to get new people involved in community leadership. It is critical we continue to cultivate and support an environment that fully engages our community's differences and strengths.

These latest appointments also reflect Winnebago County's commitment to increasing diversity via appointments to boards and offices the past three years. This includes appointments to the



# WINNEBAGO COUNTY

— ILLINOIS —

Board of Review, Mental Health Board, RAVE, Crime Commission, Chairman's Office, Office of County Clerk, Office of State's Attorney, Winnebago County Housing Authority, and the 911 (ETSB) Board. Inclusion of appointees who have diverse backgrounds and perspective will continue to be important.

Future considerations for future Winnebago County Board appointment changes include the following: Sheriff's Merit Commission (Replace member who served since 1999), Health Department (several reappointments up in late 2020), and University of Illinois Extension (opportunities at change exists with three County Board members sitting on the Extension Board).

Thank you for your time and consideration.



# CESAR SANCHEZ

3719 Brendenwood Rd Rockford Il 61107 

(779)537-5918 

Cesarsanch22@gmail.com 



## OBJECTIVE

To obtain a position that would utilize my skill set in community collaborations, partnership development, relationship management, team building, and revenue generation.



## EDUCATION

**Liberal Arts- Organizational Leadership | Judson University**

2018 – CURRENT

**Associates Degree | Rock Valley College**

2004 – 2006

**H.S. Diploma | Auburn High School**

2000 – 2004



## EXPERIENCE

**SMALL BUSINESS DEVELOPMENT | COMMERCIAL RELATIONSHIP MANAGER |  
ALPINE/MIDLAND STATES BANK**

FEB 2016 – APRIL 2019

Developing relationships with current and prospective customers through relationship building, strategic planning, and loans/consumer lending.

Focused efforts on community engagement and outreach to minority and low/moderate income populations for success in community develop initiatives including housing, financial empowerment, and small business development.

**BRANCH MANAGER | ALPINE BANK**

JAN 2006 – JAN 2016

Provided mentorship and management to staff ensuring an excellent customer experience through a range of financial and mortgage related products.

Leadership development and engagement plan created to increase relationship and trust within the minority and low/moderate income communities.



## SKILLS & CERTIFICATIONS

- Bilingual - Spanish
- Minority Relations for community development projects/initiatives
- Small Business Development
- Collaboration/Relationship management
- Engagement plan development
- Effective communicator with diverse populations
- Notary Public- State of IL
- NMLS#451838



## VOLUNTEER ACTIVITIES, AWARDS, & RECOGNITION

VOLUNTEER ACTIVITIES	AWARDS & RECOGNITION
<p><b>La Voz Latina Board of Directors</b>  <b>01.2013-11.2015</b>            Committees- Banquet Committee            01.16- Present</p>	<p><b>Leadership Rockford- Rockford Chamber of Commerce</b>            2015</p>
<p><b>Salsa Business Network President</b>            01.2015-Present</p>	<p><b>State of IL Senate Recognition</b>            2015</p>
<p><b>YMCA Rock River Valley Board of Directors</b>  <b>07.2015- Present</b>            Committees- Strategic Planning Committee</p>	<p><b>La Voz Latina- YWCA Board Recognition</b>            2015</p>
<p><b>Latinos for Political Progress</b>  <b>2013- Present</b></p>	<p><b>Community Member of Distinction Award La Voz Latina YWCA</b>            2015</p>
<p><b>Coalition of Latino Leaders</b>  <b>01.2013- Present</b>            Committees- Business, Education, Support &amp; Advocacy, Public Safety and Board Development</p>	<p><b>Rockford Leadership Alliance- Rockford Chamber of Commerce</b>            2016</p>
<p><b>Next Rockford</b>  <b>08.2016- Present</b></p>	<p><b>75 People you should know- Rockford Register Star</b>            2018</p>
<p><b>Alpine Bank Hispanic Marketing Group Co-Chair</b>  <b>01-2012- 02/2018</b></p>	<p>Next Up Leaders to know in the community- Rockford Register Star            2019</p>
<p><b>Alpine Bank Community Outreach Group</b>  <b>01.2017- 02/2018</b></p>	
<p><b>United Way Rock River Valley Board of Directors</b>  <b>07/2016- Current</b></p>	
<p><b>Rockford Public Library Board of Trustees</b>  <b>08/2017- Current</b></p>	

## REFERENCES

**Dr. Rudy Valdez-** Community Leader 815-520-6022

**Atty. Linda Zuba-** Zuba & Associates 815-289-3696

**Armando Cardenas-** Community Leader 815-543-9995

## Cesar Sanchez

### Midland States Bank

#### Regional Community Development Relationship Manager

*The areas listed below will illustrate the body of work by area of categories that align with the Community Development Scope.*



#### **Retail Banking**

- Increase in deposits from the Latino community, which can be shown through account openings. Latino population is known to maintain higher deposits.
- Increase in ITIN lending through Retail division
- Leadership Development and Management of 8 team members at in-store branch location
- Deposit and Retail Loan Growth overall

#### **Small business development/Commercial lending throughout the community**

- Portfolio Management of loans with an increase in minority lending.
- Coaching provided to current and future prospects to improve loan-closing success and develop future business opportunities for the bank.
- Strategic board participation throughout the community to allow for future business development and relationship building.

- Submitted loan applications and provided prospective on the uniqueness of Latino population creditworthiness.

### **Mortgage Division**

- Referrals to mortgage division through the Believable Banking Program
- Business development opportunities with Latino realtors and Mortgage loan originators through current community connections.

### **Public Relations**

- Approximately 120 hours in community volunteering and boards in 2018 and 2019 trackable in Kadince.
- Labamba radio show- Financial literacy to increase awareness in business lending for the Hispanic community.
- Feedback in marketing efforts as well as products to increase loan applications from the Hispanic community.
- Maintain relationships with the Hispanic Media and Hispanic COI's (Centers of Influence) to ensure positive PR for the bank.

### **Minority Hiring**

- Hispanic Marketing group. Initial key focus included increasing bilingual staff. Human Resources can illustrate the successful growth in minority hiring.

### **Financial Education**

- Various sessions in English and Spanish throughout the community (i.e. Mortgage, Credit Building and Small Business Development)

# RHONDA GREER ROBINSON

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1304 Lindsay Way Rockford Illinois 61108  
Cell Phone: (815)540-5615  
Email · [RhondaRobonsin542@gmail.com](mailto:RhondaRobonsin542@gmail.com)

## EDUCATION

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University of phoenix, PhD in leadership 2010 – currently.  
National louis university (leadership certification), 2000 – 2002.  
National louis university M.E. in curriculum instruction, 1993 – 1995  
Rust college B.A. in Early Childhood Education, 1982 1986.

## EXPERIENCE

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### **Teacher, Rockford Public Schools – august 1986 - present**

Professional summary: detail-oriented, organized and efficient professional with thirty plus years' experience in education.

- Critical thinker, excellent social skills, conflict resolution, problem solving by integrating family, school and community resource.
- Effective team player with excellent interpersonal skills engages in collaborative planning and understanding the emotional needs of children and empowerment of students.
- First grade and fourth grade teacher 2014 -2015
- Elementary fifth grade teacher 2014 – current
- Community center literacy teacher 2000 – 2014
- High school girls head coach track & field coach 2011 – 2013.
- Elementary student support specialist 2009 – 2011
- Middle and high school reading intervention specialist 2007 – 2009
- Middle school reading coach 2005 – 2007
- Clinton teacher kindergarten – third grade 1999 - 2004
- Sixth seventh and eighth grades language arts teacher 2004 – 2005
- Third grade teacher 1996 – 1998
- High school girls head coach track & field 1996- 1998
- Milt – age first grade – third grade teacher 1994 – 1996
- High school girls assistant coach track & field 1988 – 1995
- Third grade teacher 1987 - 1988
- Alternative program third – fifth grade teacher

## APPLICABLE SKILLS

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- Program development and management
  - Community organization and engagement
  - Adaptability
  - Problem solving
  - Critical thinking
  - Grant writing
  - Effective communication
- 

## CERTIFICATIONS

<ul style="list-style-type: none"><li>• Time to Teach/Classroom Management</li><li>• Positive Behavior Intervention Support (PBIS) Internal Coach</li><li>• Write Traits Writing Program</li><li>• Language for Learning Reading Program</li><li>• Direct Instruction (DI) Reading Program</li><li>• Soar to Success Reading Program</li><li>• Bridges to Literature Reading Program</li></ul>	<ul style="list-style-type: none"><li>• Cooperative Discipline</li><li>• National Geographic Reading Program</li><li>• Information Pairs Cross Text Reading</li><li>• Scholastic Read Middle School Literacy</li><li>• Professional Practice</li><li>• Read 100</li><li>• District Equity</li></ul>
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## ACTIVITIES

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Keynote: My volunteer work is how I highlight my passion for our community and children.

State Education Chair for National Association for Advancement of Colored People (NAACP)

President of the Rockford Branch National Association for Advancement of Colored People (NAACP)

Member of Alpha Kappa Alpha Sorority Incorporation

Order of Eastern Stars

Women's March

Legal Women's Voters

Mom Demand Actions Against Gun Violence

Gamma Sigma Sigma

Active volunteer at Brooker Washington Center

# RHONDA GREER ROBINSON

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1304 Lindsay Way Rockford Illinois 61108

Cell Phone: (815)540-5615

Email · [RhondaRobonsin542@gmail.com](mailto:RhondaRobonsin542@gmail.com)

## Professional References

Gwen Robinson

(513)-931-2215

Kelli Jackson

(815)-540-7535

Teresa Haley

(217)-836-4339

# THE REV. DR. PETER F. WILLIAMS

P. O. Box 1704

Rockford, IL 61110

Cell (815) 275-6914

Email: REVPFW5@GMAIL.COM



## BACKGROUND

**Born:** February 3, 1959  
**Hometown:** Urbana, Illinois  
**Parents:** The late Ike Williams Sr., Rosetta Underwood  
The late Jerry White, stepfather  
**Siblings:** Two brothers-both deceased, two sisters, and one adopted brother

## EDUCATION

**Freedom Bible College, Belleville, IL** July 2009  
Honorary Doctorate in Theology

**Highland Community College, Freeport, IL** Fall 1994-Spring 1995  
Leadership Institute Graduate, May 1995

**Parkland College, Champaign, IL,** Spring 1992 - C Language Programming

**University of Illinois, Urbana-Champaign Campus College of Engineering,**  
Fall 1990 - Digital Control of Mechanical Systems Towards MS Engineering

**University of Illinois, Urbana-Champaign Campus College of Engineering,** Spring 1990

**Parkland College, Champaign, IL, Mathematics,** Spring 1990  
Recipient of "A Semester of Study Award" from employer

**B. S. Electrical Engineering Technology,** 1983  
Southern Illinois University at Carbondale, Illinois

**Evangelical Teachers Training Association, 6 courses,** 1982  
Wheaton Illinois, sponsored by the Rockhill Baptist Church of Carbondale Illinois

**School of The Prophets and Round Table**  
Sponsored by The Ministerial Alliance of Carbondale and Vicinity, 1980-1983

**A. A. S. Electronics Technology,** 1981  
Parkland College, Champaign, Illinois

**A. A. S. Electronics Engineering Technology,** 1980  
Parkland College, Champaign, Illinois

**College of Engineering,** August 1977-May 1978  
University of Illinois, Champaign, Illinois

**EEO Training For Special Emphasis Program Managers,** 1981  
Sponsored by the Health and Human Services Department

## FAMILY

Married to the former Brenda Ann Jones of Champaign, Illinois on  
November 21, 1981 at Pilgrim Baptist Church, Champaign, Illinois  
Father of four children:  
Jessica Michelle, April 13, 1982  
David Anthony, September 6, 1984  
Robert Ike, June 17, 1986  
Jonathan Tyrone, September 27, 1988

## **CHRISTIAN EXPERIENCE**

Accepted Jesus Christ as Lord and Savior - Spring Revival May 1966  
Baptized by Rev. A. G. Gregory, Pilgrim Missionary Baptist Church, Champaign,  
Illinois, June 1966  
Member of The Pilgrim Missionary Baptist Church, June 1966-Present  
Licensed to Preach The Gospel - January 9, 1983 at Pilgrim Missionary Baptist Church  
Champaign, Illinois - Rev. W. B. Keaton, Pastor  
Ordained to The Gospel Ministry - April 23, 1989 at Pilgrim Missionary Baptist Church  
Champaign, Illinois - Rev. W. B. Keaton, Pastor

## **OTHER CHURCH MEMBERSHIPS:**

St. Luke Missionary Baptist Church, Rockford, Illinois - Dr. Louis E. Malone, Pastor,  
Assistant Pastor for Membership Recruitment & Retention. October 2013 - Present  
Philippians Missionary Baptist Church, Freeport, Illinois - Rev. Nathan Allison, Sr.  
Pastor, Associate Minister under watch care. April 2011 - October 2013  
Rockhill Missionary Baptist Church, Carbondale, Illinois - Rev. Walter Bowie, Jr.,  
Pastor, Associate Minister and Member - August 1981- May 1983

## **OFFICES AND EXPERIENCES**

Assistant Pastor for Membership Recruitment & Retention, St. Luke MB Church,  
Rockford, IL March 2012 - Present  
Education Committee Chair & Educational Spokesperson, Rockford Minister's  
Fellowship, April 2017 - Present  
Secretary-Rockford Minister's Fellowship, November 2015 - June 2017  
Program Chairman-Rockford Minister's Fellowship, November 2013-November 2015  
Interim Pastor, Progressive Baptist Church, Rockford, IL April 2011 - March 2012  
Former Pastor, St. Paul Baptist Church, Freeport, IL December 1993 -September 2010  
Co-Founder "How Shall We Then Live Ministries" co-venture with good friend  
Rev. Michael E. Coleman, Pastor of the Antioch Baptist Church of Waterloo, Iowa  
(Performing Numerous Workshops on Leadership and Membership Development) 1985 -  
Present  
Educational Spokes- Person for Freeport African-American Ministers United for Change,  
June 1994 - October 2013  
Signer of Three Historic Memorandums of Understanding Between the Freeport African  
American Minister's United for Change, The Freeport School District 145, and the  
Freeport Education Association to Improve Education for All Children,  
1996, 2001, and 2008  
President of Freeport Progressive Ministerial Fellowship Alliance, June 2004 - October 2013  
Conducted A Superintendents Workshop for the Iowa Missionary and Education  
Convention, 1994 - Present  
Congress President-Rockford & Vicinity Baptist District Association, July 2016-Present  
Adjunct Professor Chicago Baptist Institute Rockford Extension, January 2014-Present  
Programmed to performed workshop entitled "How To Grow The Church Through The  
Sunday School", St. Luke Baptist Church, Rockford, Illinois, 1998,  
Calvary Baptist Church Chicago Heights, Illinois, 1999, Macedonia Baptist Church, Rockford, Il,  
2000, Macedonia Baptist Church, Champaign, IL, 2001, Pilgrim Baptist Church, Champaign, IL,  
2002, St. Paul Baptist Church, Freeport, IL 1994-2008  
Vice President and Secretary for Freeport African-American Ministers United for  
Change, June 2000 - June 2011  
Moderator - Rockford and Vicinity Baptist District Association July 2004 -July 2010

## **OFFICES AND EXPERIENCES (cont.)**

General Secretary - Baptist General State Conv. of Illinois, Inc. July 2008 - June 2014

General Secretary - Moderator's Auxiliary to the National Baptist Convention USA, Inc.  
September 2005 - June 2016

General Secretary - Moderator's Auxiliary Baptist General State Convention of IL, Inc.  
July 2003 - June 2008

Assistant General Secretary - Baptist General State Convention of IL, Inc.  
July 1994-June 1997, July 2002- June 2008

Adjunct Professor of Old Testament Theology for the Lay Academy Bible Institute of  
Madison, Illinois, 2004 - 2008

Secretary/Treasurer Baptist General State Convention of Illinois, Inc. Pastor's Conf.  
July 1997 - June 2002

Member of the State of Illinois Governors Task Force One Church One Child Board and  
Finance Chair, 1995 - 2006

Congress President - Rockford and Vicinity Baptist District Association  
July 2002 - July 2004

Dean - Rockford and Vicinity Baptist District Association July 1997 - July 2002

Assistant Dean - Rockford and Vicinity Baptist District Assoc., July 1994 - July 1997

Vice President of Freeport Progressive Ministerial Fellowship Alliance,  
June 1995 - June 2004

Certified Instructor for Baptist General State Congress of Christian Education,  
August 1994-Present

Member Rotary International May 1994 - June 2000

Secretary for the National Association For The Advancement of Colored People,  
Champaign County Branch, January 1990 - 1994

Minister in Charge at the Williams Street Church of God, Danville, Illinois  
April 1992 - January 1994

Registered Student of the Moody Bible Institute's Pastor's Conf., 1992-1995

Registered Student of the WHW Ministries Best Conference, 1992

Member of the Ministerial Alliance of Champaign and Vic., 1983-January 1994

Registered Student at The Baptist General State Congress of Christian Education of  
Illinois, 1972-1981, 1983-1988, 1990-1993

Member of the Board of Directors, Urban League of Champaign County, 1988-1992

Recipient of a Semester of Study For Support Personnel, USA-CERL, 1989

Secretary of The Southern Illinois Conf. on Christian Theology, 1985- 2000

Bible Class Teacher for Family Walk Bible Study Group, 1981-1988

Superintendent of Church School, Pilgrim Missionary Baptist Church, Champaign,  
Illinois, 1977-1981, 1983-1988

Assistant Secretary, Ministerial Alliance Carbondale and Vicinity, 1983

Member of the Board of Directors, Urban League of Champaign County, 1977

Member of the Student Senate, Urbana Senior High School, 1974-1977

## REFERENCES

Rev. Dr. Louis E. Malone, Pastor/Immediate Past  
President, Baptist General State Convention (BGSC)  
2919 19<sup>th</sup> Street  
Rockford, IL 61109  
815-978-2464

Rev. Dr. L. K. Curry  
Pastor Emeritus Emmanuel Baptist Church, Chicago  
8301 S. Damen Avenue  
Chicago, IL 60620  
312-296-7464

Rev. Dr. Kenneth O. Lyons, Immediate  
Past President, Moderator's Auxiliary NBCUSA, INC.  
1288 E. Martin Luther King BLVD  
Jasper, TX 75951  
409-384-0094

Rev. Dr. A. W. Staten (Good Friend)  
Pastor, Calvary Baptist Church  
332 Sherry Lane  
Chicago Heights, IL 60411  
708-738-1377

Rev. Dr. Alvin Love  
Past President (BGSC)  
649 119<sup>th</sup> Street  
Chicago, IL 60629  
773-960-4640

Bishop James A. Wade, Pastor  
Faith for Miracle Deliverance & Worship  
3247 South Baileyville Road  
Freeport, IL 61032  
815-275-0979

Rev. Nathan Allison  
Pastor, Philippians Baptist Church  
615 South Chicago Avenue  
Freeport, IL 61032  
815-908-9073

Deacon John Whitehead  
Illinois Baptist Laymen President  
5140 West St. Paul Avenue  
Chicago, IL 60639  
773-983-0837



#### Paulina Sihakom: Bio

Paulina Sihakom is a twenty –seven year banking professional in the Rockford Market. She is a first generation immigrant from Laos and has resided in the Rockford area for the past thirty-six years with her family. She received her education through Rockford Public School (Kishwaukee Elementary School, Lincoln Middle School, and Jefferson High School), Rock Valley College, Aurora University and Illinois Banker Association. Paulina is an active community advocate serving on several non-profit boards in the Rockford community. Currently, she serves as the Treasurer and Executive Board Member for Goodwill of Northern Illinois (10th year) and President of Lao American Association of Northern Illinois (5th year).

Previous board position/committee member served, YMCA of Rock River Valley Black Achiever’s program as a mentor, YWCA Northwestern Illinois Board of Directors, Northern Illinois Community Development Corporation Board Member, Athena Powerlink Rockford Chapter Board Member, and Segment Lead for Transform Rockford Revitalization. Paulina supported and guided these organization’s mission to help individuals with barriers for gainful employment, empowering women, and early childhood education.

Paulina was recognized by the Rockford Chamber of Commerce in 2014 as one of the **20 People You Should Know**, and the recipient of the 2018 YWCA Northwestern Illinois Mentor Award.

Professionally, after seventeen years of various role within the bank, in June of 2010, Paulina was selected to lead the Rockford Market for PNC Bank as their Market Executive. In this role, she develop and manage many key profitable business relationships in both the private and public sector for PNC Bank.

Paulina continues to build her network of contacts to ensure continue growth for her organization while balancing the objective of the community's goal. She is passionate to help her organization and community strive to achieve their objectives by living their shared values.

**Contact Details:**

Paulina P Sihakom  
7314 Keystone Place  
Caledonia, IL 61011  
Mobile (815)904-5016  
p\_sihakom@yahoo.com

# **FINANCE COMMITTEE**

**2020 Fiscal Year**

Finance: July 16, 2020

Lay Over: July 23, 2020

Sponsored by:

**Final Vote: August 13, 2020**

Jaime Salgado, Finance Committee Chairman

**2020 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, 2020 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to 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 following increases are hereby authorized.

**2020-021 Amendment**

**Reason:** To hire contact tracers as part of a CARES Act grant.

**Alternative:** None

**Impact to fiscal year 2020 budget:** \$0.00

**Revenue Source:** Federal pass thru FEMA, CARES Act Administered by the Illinois Dept of Public Health

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Prj</u>	<u>Debit (Credit)</u>
<b>Expense:</b>				
Regular Salaries	60100	41110	60404	227,651
Life Insurance	60100	41221	60404	0
IMRF	60100	41231	60404	16,801
FICA	60100	41241	60404	17,415
Health Insurance	60100	48211	60404	0
Travel	60100	43310	60404	4,312
Building Rent & Maintenance	60100	43710	60404	6,707
Building Rent	60100	43810	60404	15,100
Parking	60100	43812	60404	2,856
Training & Education	60100	43943	60404	2,500
Supplies - Laptops	60100	42110	60404	149,712
Furniture	60100	46500	60404	112,200
Equipment	60100	46586	60404	53,778
<b>Revenue:</b>				
State Operating Grants	60100	32120	60404	(609,032)

**Total Adj** **0**

**(AGREE)**

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(DISAGREE)**

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

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

\_\_\_\_\_  
DAVID FIDUCCIA

\_\_\_\_\_  
DAVID FIDUCCIA

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

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

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BURT GERL

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BURT GERL

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STEVE SCHULTZ

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STEVE SCHULTZ

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

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

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

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

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

ATTESTED BY:

\_\_\_\_\_  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2020  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/1/2020		AMENDMENT NO: 2020-021			
DEPARTMENT:		Health Department		SUBMITTED BY: James Keeler			
FUND#:		301		DEPT. BUDGET NO.		60100	
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>							
60100/60404	41110	Regular Salaries	\$0	\$0	\$0	\$227,651	\$227,651
60100/60404	41221	Life Insurance	\$0	\$0	\$0	\$0	\$0
60100/60404	41231	IMRF	\$0	\$0	\$0	\$16,801	\$16,801
60100/60404	41241	FICA	\$0	\$0	\$0	\$17,415	\$17,415
60100/60404	48211	Health Insurance	\$0	\$0	\$0	\$0	\$0
60100/60404	43310	Travel	\$0	\$0	\$0	\$4,312	\$4,312
60100/60404	43710	Building R & M	\$0	\$0	\$0	\$6,707	\$6,707
60100/60404	43810	Building Rent	\$0	\$0	\$0	\$15,100	\$15,100
60100/60404	43812	Parking	\$0	\$0	\$0	\$2,856	\$2,856
60100/60404	43943	Training & Education	\$0	\$0	\$0	\$2,500	\$2,500
60100/60404	42110	Supplies - Laptops	\$0	\$0	\$0	\$149,712	\$149,712
60100/60404	46500	Furniture	\$0	\$0	\$0	\$112,200	\$112,200
60100/60404	46586	Equipment	\$0	\$0	\$0	\$53,778	\$53,778
<b>Revenue</b>							
60100/60404	32120	State Operating Grants	\$0	\$0	\$0	\$609,032	\$609,032
<b>TOTAL ADJUSTMENT:</b>						\$0	\$0
Reason budget amendment is required:							
<p>Thru FEMA Disaser Relief Act and the Coronavirus Aid, Relief, and Economic security Act (CARES), local health departments have been awarded grant funds to provide Contact Tracing within 24 hours if confirmation of positive COVID-19 tests. This requires us to hire a Contact Tracing team complete with IT capabilities, office space, additional IT infrastructure, and appropriate training, supervision, clerical supportm wages and benefits for the selected team.</p>							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2020 budget:							
\$0							
Revenue Source:							
Federal Pass thru FEMA, CARES Act administered by the Illinois Department of Public Health (IDHP)							


IDPH GRANTS
ILLINOIS.gov

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Project 
Timeout : 60 mins
Date : Jul-10-20

Agency

Program  
Show Documents

Stage-APC/P 
2. Project Information Show Instructions

- Applicant Information
  - Applicant
  - Project
  - Key Grant Contact Information
- Applicant Grant History
- Scope of Work
- Program Work Plan
- Grant Budget
- Indirect Cost Information
- Miscellaneous
- Risk Assessment
- Applicant Certification

a. Project Name

b. Is Implementing Agency Same  Yes  No

c. If Not, Implementing Agency Name

d. Project Start Date  End Date

e. Amount of Funds Allocated  Project Cost

**f. Brief Project Description**

The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the Term of this Agreement. Funds may only be used by Local Health Departments for activities associated with the COVID-19 pandemic contact tracing.

g. What is your organization's annual operating budget?

h. Will subcontractors be used under this grant application?

Subcontractors   
  Sub-grantee   
  Both   
  No

If you are using sub-grantees, please complete the below table

<  >

User Name: jkeeler [ Jim ] , Agency: Winnebago County Health Department

[Illinois.gov Home](#) | [EGrAMS Home](#) | [EGrAMS Menu](#) | [Contact EGrAMS Helpdesk](#) | [Contact Information](#) | [State Web Sites](#)  
[Track Vendor Payments](#) | [Site Map](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Security Policy](#)  
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**Non-Competitive Grant Funding Information**

	<b>Data Field</b>	
1.	<b>Awarding Agency Name:</b>	Illinois Department of Public Health
2.	<b>Agency Contact:</b>	Name: Scott Henkel Phone: (217) 785-2075 Email: scott.henkel@illinois.gov
3.	<b>Announcement Type:</b>	X Initial announcement Renewal of Competitive Award Modification of a previous announcement
4.	<b>Type of Assistance Instrument:</b>	Grant
5.	<b>Agency Opportunity Number:</b>	N/A
6.	<b>Funding Opportunity Title:</b>	COVID-19 Contact Tracing Grant
7.	<b>CSFA Number:</b>	482-00-2426
8.	<b>CSFA Popular Name:</b>	COVID-19 Contact Tracing - 2020
9.	<b>CFDA Number(s):</b>	
10.	<b>Number of Anticipated Awards:</b>	97
11.	<b>Estimated Total Funding Available:</b>	\$253,465,920.00
12.	<b>Single Award Range:</b>	\$817,632 – 40,881,600
13.	<b>Funding Source:</b> Mark all that apply	X Federal or Federal pass-through State Private / other funding
14.	<b>Is Cost Sharing or Match Required?</b>	Yes X No
15.	<b>Indirect Costs Allowed?</b>  <b>Restrictions on Indirect Costs?</b>	X Yes No  Yes X No If yes, provide the citation governing the restriction:
16.	<b>Posted Date:</b>	05/20/2020
17.	<b>Application Date Range:</b> Leave the 'End Date' and 'End Time' empty if there is no deadline.	Start Date: 05/20/2020 End Date: 06/05/2020 End Time: 11:59 pm
18.	<b>Technical Assistance Session:</b>	Session Offered: X Yes No  Session Mandatory: Yes X No  Date and time: 05/22/2020 at 9:00AM Conference Info/Registration Link: Will email link/info to all local health departments.

## Supplemental Information

### A. Program Description

The COVID-19 Contact Tracing Grant will be a one-year grant agreement (June 1, 2020 – May 31, 2021) to support local health departments in conducting contact tracing programs. Contact tracing is a critical component of the COVID-19 pandemic response and a key strategy to preventing further spread of COVID-19. Contact tracing links to epidemiological case investigation, identifying, assessing and managing persons exposed to a positive COVID-19 case and connecting persons to resources to assist them during quarantine. To ensure contact tracing is a successful disease control measure, it is important local health departments have the capacity to appropriately implement program activities locally.

The COVID-19 Contact Tracing Grant provides funding to augment ongoing contact tracing programs. The funding will support building capacity (competency, training, human resources for key roles identified, literacy and interpretation services), responding to outbreaks in congregate settings, facilities and community and performing necessary interventions (case investigation and contact tracing), collaborating and providing for resource coordination (food, housing, alternative housing, medicine, social services, etc.), having surge support for call centers and follow-up, promoting testing in vulnerable and health disparity populations, ensuring health equity and addressing community and regional network for successful sustainability of the local contact tracing program.

### B. Funding Information

This award is utilizing  federal/federal pass-through,  state and/or  private funds.

The funding will be a combination of the FEMA Disaster Relief Act and the Coronavirus Aid, Relief, and Economic Security (CARES) Act deposited in the federal appropriation fund (063-48250-1900-00-00).

### C. Eligibility Information

Regardless of the source of funding (federal pass-through or State), all grantees are required to register with the State of Illinois through the Grant Accountability and Transparency Act (GATA) website, [www.grants.illinois.gov](http://www.grants.illinois.gov), complete a prequalification process, and be determined "qualified" as described in Section 7000.70.

Registration and prequalification is required before an organization can apply for an award.

The entity is "qualified" to be an awardee if it:

- 1) has an active DUNS number;
- 2) has an active SAM.gov account;
- 3) has an acceptable fiscal condition;
- 4) is in good standing with the Illinois Secretary of State, if the Illinois Secretary of State requires the entity's organization type to be registered. Governmental entities, school districts and select religious organizations are not required to be registered with the Illinois Secretary of State. Refer to the Illinois Secretary of State Business Services website: [http://www.cyberdriveillinois.com/departments/business\\_services/home.html](http://www.cyberdriveillinois.com/departments/business_services/home.html);
- 5) is not on the Illinois Stop Payment List;
- 6) is not on the SAM.gov Exclusion List;
- 7) is not on the Sanctioned Party List maintained by HFS.

#### 1. Eligible Applicants

Certified Local Health Departments (Certified Local Health Department Code Part 600)

**2. Cost Sharing or Matching**

Cost sharing or matching is not required; however, applicants may voluntarily list in-kind amounts in the grant budget.

**3. Indirect Cost Rate**

Indirect costs are allowed. As with the Local Health Protection Grants (LHPG), the COVID-19 Contact Tracing Grants are intended to support local health departments' efforts to conduct contact tracing and supplement other available funding.

Annually, each organization receiving an award from a State grantmaking agency is required to enter the centralized Indirect Cost Rate System and make one of the following elections for indirect costs to State and federal pass-through grants:

- A) Federal Negotiated Indirect Cost Rate Agreement (NICRA);
- B) Election of the de minimis rate of 10% of MTDC;
- C) Election not to charge indirect costs; or
- D) Negotiate an indirect cost rate with the State of Illinois.

The awardee shall make one election or negotiate a rate that all State agencies must accept unless there are federal or State program limitations, caps or supplanting issues.

**4. Other, if applicable**

N/A

**D. Application and Submission Information**

**1. Address to Request Application Package**

Applications must be submitted via the Illinois Department of Public Health's Electronic Grants Administration and Management System (EGrAMS), accessible at [idphgrants.com](http://idphgrants.com).

Since high-speed internet access is not yet universally available for downloading documents or accessing the electronic application, and applicants may have additional accessibility requirements, applicants may request paper copies of materials by contacting:

Scott Henkel  
Assistant to the Deputy Director  
Office of Health Protection  
525 West Jefferson  
Springfield, IL 62761  
[Scott.henkel@illinois.gov](mailto:Scott.henkel@illinois.gov)

**2. Content and Form of Application Submission**

All grant applications must be submitted through EGrAMS ([idphgrants.com](http://idphgrants.com)). All sections of the application must be completed, and the application must be validated, certified and submitted through EGrAMS. Each certified local health department is eligible to apply for the COVID-19 Contact Tracing Grant. Grantees will receive a single grant agreement for the one-year term.

**3. *Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)***

Each applicant (unless the applicant is an individual or Federal or State awarding agency that is exempt from those requirements under 2 CFR § 25.110(b) or (c), or has an exception approved by the Federal or State awarding agency under 2 CFR § 25.110(d)) is required to:

- i. Be registered in SAM before submitting its application. If you are not registered in SAM, this link provides a connection for SAM registration: <https://governmentcontractregistration.com/sam-registration.asp>;
- ii. Provide a valid DUNS number in its application; and
- iii. continue to maintain an active SAM registration with current information at all times during which it has an active Federal, Federal pass-through or State award or an application or plan under consideration by a Federal or State awarding agency.

The State awarding agency may not make a Federal pass-through or State award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the State awarding agency is ready to make a Federal pass-through or State award, the State awarding agency may determine that the applicant is not qualified to receive a Federal pass-through or State award and use that determination as a basis for making a Federal pass-through or State award to another applicant.

**4. *Submission Dates and Times***

All grant applications must be submitted through EGrAMS by Friday, June 5, at 11:59 pm. All applications must be validated and free of errors. The applicant must promote the application to the Authorized Official Certification stage. The application must then complete all fields in the Certification section, save the application and submit it to IDPH for review. The applicant will receive an email generated by EGrAMS to indicate the application has been submitted and received.

**5. *Intergovernmental Review, if applicable***  
N/A

**6. *Funding Restrictions***

The COVID-19 Contact Tracing Grant is limited to surveillance, epidemiologic investigation (case and contact tracing) and resource coordination for COVID-19 pandemic response. These funds are intended to supplement other funding sources that support infectious disease activities in the local health jurisdiction. The funding may be used for any health protection program, activity, or service or for shared management or administrative support costs to support COVID-19 contact tracing efforts – all of which must be detailed in the line item budget.

**7. *Other Submission Requirement***  
N/A

## **E. Application Review Information**

### **1. Criteria**

The COVID-19 Contact Tracing Grants are non-competitive grants, and all eligible applicants will receive a grant award. There are no merit-based review criteria for evaluation of the applications, and all applications will be reviewed for completeness and accuracy. Applications with insufficient information required will be returned to the applicant for corrections and re-submission.

### **2. Review and Selection Process**

The COVID-19 Contact Tracing Grant is a non-competitive, formula-based grant program. All applicants that submitted completed applications by the deadline will receive a grant award. Applications will be reviewed by the OHPt Grant Unit and COVID-19 Contact Tracing Team. If criteria are met, the application will be considered successful.

### **3. Anticipated Announcement and State Award Dates, if applicable.**

IDPH expects to complete initial review of each COVID-19 Contact Tracing Grant application as soon as possible after receipt but no later than six weeks after receipt of application. Final approval of the grant applications in EGrAMS cannot be completed until all internal IDPH approvals have been obtained. Grant agreements under the COVID-19 Contact Tracing Grant will be effective June 1, 2020 regardless of the timing of the final EGrAMS approval.

**Anticipated Program Start Date**     **June 1, 2020**

**Anticipated Program End Date**     **May 31, 2021**

## **F. Award Administration Information**

### **1. State Award Notices**

EGrAMS will generate a Notice of State Award upon successful application review.

Upon final approval by IDPH of the EGrAMS grant application, the applicant will be sent one grant agreement through EGrAMS. Each applicant will be required to print the grant agreement, sign it, and return (mail or email) to IDPH for execution. After execution, a copy of the executed grant agreement, along with a Grant Instructions and reporting requirements will be returned to the applicant via e-mail. A Notice of State Award (NOSA) shall be issued to the finalists who have successfully completed all grant award requirements and have been selected to receive grant funding.

The NOSA will specify the funding terms and specific conditions resulting from applicable pre-award risk assessments.

The Illinois Department of Public Health (IDPH) is exempt from utilizing the standard NOSA issued on the GATA Grantee Portal. Successful applicants will receive an email notification from EGrAMS and must review the funding terms and specific conditions in the grant agreement and accept utilizing an electronically signature. Both the electronic signature in EGrAMS and a physical signature on the grant agreement must be completed by an authorized representative of the grantee organization and submitted to IDPH.

A Notice of Denial shall be sent to the applicants not receiving awards via EGrAMS.

### **2. Administrative and National Policy Requirements**

Illinois Department of Public Health - Office of Performance Management

N/A

**3. Reporting**

The COVID-19 Contact Tracing Grant requires quarterly performance/progress reports and quarterly expenditure reports for each grant program. Quarterly expenditure reports for all grant programs will be entered in EGrAMS along with any applicable reimbursements. Quarterly progress reports will be entered and/or submitted outside of EGrAMS. Details regarding the reporting requirements and due dates for each grant program will be included in the grant instructions, which will be sent to each grantee along with the copy of the executive grant agreement. Per the terms of the grant agreement, failure to submit required financial and performance reports may cause a delay or suspension of funding.

**G. State Awarding Agency Contact(s)**

For questions relating to the COVID-19 Contact Tracing Grant application, please contact Scott Henkel, the Assistant to the Deputy Director for the IDPH Office of Health Protection. Scott may be reached at (217) 785-2075 or by email at [scott.henkel@illinois.gov](mailto:scott.henkel@illinois.gov)

**H. Other Information, if applicable**

N/A

**Mandatory Forms -- Required for All Agencies**

1. **Uniform State Grant Application – Available at [idphgrants.com](http://idphgrants.com) for eligible applicants**  
New to EGrAMS, click [HERE](#) to see how to Get Started
2. **Project Narrative (included in EGrAMS application)**
3. **Budget using the Uniform Budget Template (included in EGrAMS application)**
4. **Budget Narrative (included in EGrAMS application)**

Other program-specific mandatory forms:

N/A

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

The Finance Committee presents the following Resolution in regard to the Community Mental Health Board and the Special Retailers' Occupation Tax for Mental Health, and recommends its adoption.

Respectfully submitted,  
Finance Committee

Respectfully submitted,  
Finance Committee

\_\_\_\_\_  
Jaime Salgado, Chairperson

\_\_\_\_\_  
Jaime Salgado, Chairperson

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

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

\_\_\_\_\_  
Bert Gerl

\_\_\_\_\_  
Bert Gerl

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

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

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

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

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Dave Fiducia

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

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

**(TO ADOPT)**

**(NOT TO ADOPT)**

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

Sponsored by:  
Jaime Salgado,  
Chairman of Finance Committee

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

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

SUBMITTED BY: FINANCE COMMITTEE

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT TO ADVANCE  
\$45,000 TO THE COMMUNITY MENTAL HEALTH BOARD

WHEREAS, on March 17, 2020, a majority of the voters of Winnebago County passed a proposition allowing the imposition of a Special Retailers' Occupation Tax for Mental Health of one-half percent, as permitted by Chapter 55, Act 5, Section 5-1006.5 of the Illinois Compiled Statutes;

WHEREAS, The County Board of Winnebago County has determined that the imposition of said Special Retailers' Occupation Tax for Mental Health is in the best interest of the citizens of Winnebago County, and enacted ordinances to impose said Special Retailers' Occupation Tax for Mental Health on April 9, 2020 and May 14, 2020;

WHEREAS, pursuant to said ordinances and statutes, said Special Retailers' Occupation Tax for Mental Health will be imposed beginning on July 1, 2020;

WHEREAS, on February 27, 2020, the County Board of Winnebago County established, by resolution, a Community Mental Health Board pursuant to the Illinois Community Mental Health Act, Chapter 405, Act 20 of the Illinois Compiled Statutes;

WHEREAS, pursuant to said statute and resolution, the Community Mental Health Board is comprised of Winnebago County residents with interest, training, and experience in mental health fields and/or fields that have significant interests in the improvement of mental health resources in Winnebago County;

WHEREAS, the revenue from the Special Retailers' Occupation Tax for Mental Health will not be received from the Illinois Department of Revenue until October 1, 2020;

WHEREAS, the Community Mental Health Board is seeking funding at this time to compensate the entities to complete a comprehensive scan of community needs and other preliminary research and investigation, so that it can have in place a budget that will allow services to begin when the revenue from the Special Retailers' Occupation Tax for Mental Health is received;

WHEREAS, the County Board of Winnebago County desires that the Community Mental Health Board have such funding in order to ensure that the mental health needs of Winnebago County

are met and that revenue from the Special Retailers' Occupation Tax for Mental Health is appropriately used;

NOW, THEREFORE BE IT RESOLVED, in order to ensure that the Community Mental Health Board is able to complete the above-referenced tasks before October 1, 2020:

The County Board of Winnebago County instructs the Winnebago County Board Interim Administrator to enter into an agreement with the Community Mental Health Board, wherein the Community Mental Health Board is provided with \$45,000 from the Winnebago County Host Fee, without delay, and that the Winnebago County Host Fee will be replenished with \$45,000 from the revenue from the Special Retailers' Occupation Tax for Mental Health when said revenue is received on or about October 1, 2020.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Resolution to the Winnebago County Interim Administrator, and to the President of the Winnebago County Community Mental Health Board.

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

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

ATTEST:

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

# Winnebago County Mental Health Board

(Anticipated)

## Revenue

Winn. County Board Advance	45,000.00
Total Revenue	45,000.00

## Expenditures

Region 1 Planning Council (see attached Service Agreement)	
Admin/Tech Support	15,000
Website/Environmental Scan Release	15,000
RFP Development/Release	15,000
	45,000.00

**Net Income** 0



**PROFESSIONAL SERVICES AGREEMENT - DRAFT**

This Professional Services Agreement (the “Agreement”) is made and entered into this xx day of July, 2020 (the “Effective Date”) by and between Region 1 Planning Council (“RPC”) and Winnebago County Mental Health Board (“WCMHB” or “Client”).

WHEREAS, Client wishes to obtain the professional services of RPC; and,

WHEREAS, RPC has the knowledge, skill, and capability to perform such services for Client.

NOW THEREFORE, in consideration of the foregoing, RPC agrees to provide services to Client under the terms and conditions of this Agreement.

**1. Services.** Client hereby retains RPC to provide fund development services (“Services”) as follows:

(a) Purpose: RPC staff shall work with designated Client representatives to provide administrative and technical support to WCMHB.

(b) Scope: Administrative and Technical Support shall include General Leadership, Strategic Planning, Implementation Support, Evaluation, Reporting, and Administrative Functions as detailed below:

- General Leadership
  - Subject matter knowledge (payment models and sources, system components, key players, target populations, and clinical aspects of practice)
  - Budget preparation and management
  - Liaison to general public, County Board, ACMHAI and other relevant committees
- Strategic Planning
  - Data collection for assessment
  - Group facilitation for network partner’s participation in planning
  - Engaging residents for inclusion of community voice (especially consumers)
- Implementation Support
  - RFP development and release
  - Consults with provider agencies on proposals and funding options
  - Program development with network partners to fill system gaps
  - Grant writing to maximize implementation funding for community
- Evaluation
  - Development of standardized units of measurement and instruments
  - Technical assistance to implementation partners for data collection
  - Data analysis, synthesis, and dissemination
- Reporting
  - Compiling and publishing reports
  - Sharing updates, deadlines, and key information among partner network
  - Sharing stories of success with community

- Website content management
- Administrative Functions
  - Public point of contact (phone, email, mailing address, etc.)
  - Back office operations (accounting, audit, human resources, liability, professional services, etc.)
  - System for open meeting act compliance (postings, minutes, location, etc.)

(c) Completion Date: Services to be performed under this Agreement shall be completed no later than three months from the date of commencement.

Materials and information required by RPC from Client to complete the project will be requested in writing (via email). Information required to meet project deadlines will be provided by Client to the RPC on a timely basis. Without timely reply, RPC cannot guarantee timely completion of services to meet project deadlines.

Information requested by RPC more than 72 business hours before any deadline, not returned to the RPC by the Client a minimum of 48 business hours prior to a specific project deadline, may require labor overtime. In such cases, time worked between the delivery of required information and the deadline will be billed at a rate of time and a half.

(d) Estimated Cost per Hour and Hours: In exchange for the Services provided by RPC to the Client under the terms of this Agreement, the Client shall pay RPC for work performed at the following rates:

Services	Cost Per Hour	Estimated Hours	Estimated Cost
* Administrative & Technical Support	\$85*	80-160/month	\$6800-\$13,600/mo.

\*Winnebago County member rate applied. This rate is subject to adjustment in accordance with the Winnebago County membership rate.

If for any reason more time is needed to provide administrative and technical support to meet project deliverables, RPC shall inform Client of the reason for the deviation, the estimated amount of additional time needed, and the associated cost difference as soon the need for the change is known. Client will be afforded the opportunity to amend this agreement to accommodate the change or to cancel the project with no further obligation to RPC for any additional services rendered.

Client agrees that the number of hours needed to complete the project will depend on the quantity, quality, and relevance of materials furnished by Client to RPC staff. Accordingly, the more information provided to RPC by Client, the less time will be needed to complete the proposal. The aforementioned estimate of hours is provided for planning purposes only and the actual amount billed to the Client will be based on the amount of time actually spent preparing the Grant. Client will receive a detailed accounting of time, billed in quarter-hour increments (15 minutes), with all invoices.

(e) Assignment of Personnel: RPC may, at its sole discretion, assign personnel to perform the Services under this Agreement.

(f) Maximum Price: In no event shall the total amount charged for work performed under this Agreement exceed \$13,600/month, plus billable expenses, unless agreed to in writing by the parties.

2. **Term.** This Agreement will begin on the Effective Date and will remain in full force and effect until the

2 Completion Date unless the Agreement term is extended by mutual written agreement of the parties or is  
3 terminated in accordance with Section 6.

4  
5 **3. Payment.** RPC shall issue monthly invoices to Client for work performed under this Agreement. Fees shall  
6 be paid by Client within thirty (30) days of invoice receipt.

7  
8 **4. Confidentiality.** Unless otherwise required by law, RPC will exercise reasonable effort to maintain in  
9 confidence information disclosed or submitted to RPC by Client as confidential information. Confidential  
10 information does not include information that:

- 1 (a) is generally available in the public domain or becomes available to the public through no act of RPC; or
- 2 (b) is independently known by RPC prior to receipt; or
- 3 (c) made available to RPC as a matter of lawful right by a third party.

4  
5 Unless otherwise required by law, all reports, documents, and other deliverables created by RPC pursuant  
6 to the terms of this Agreement shall be treated as confidential and will not be made available to any  
7 unintended third party without the prior written approval of Client.

8  
9 **5. Intellectual Property.** No reports or other documents produced in whole or in part pursuant to the terms  
10 of this Agreement shall be the subject of an application for copyright by either party.

1  
2 **6. Termination.** Either party may terminate this Agreement for material breach upon thirty (30) days written  
3 notice, during which time the party alleged to have breached may cure. Additionally, either party may  
4 terminate this Agreement for convenience upon sixty (60) days written notice to the other party. Upon  
5 termination, Client shall promptly pay RPC for all Services rendered up to and including the effective date  
6 of termination. All deliverables not paid for within 60 days of termination shall become the property of  
7 RPC. If the Client opts to terminate the Agreement, all drafts will be turned over in an editable format and  
8 all associated account information needed to submit the application will be transmitted to the Client  
9 within 48 hours.

10  
1 **7. Relationship of the Parties.** The parties acknowledge and agree that the Services performed by RPC, its  
2 employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an  
3 agent or representative of the other party and has no authority to bind or commit the other party to any  
4 agreements or other obligations except those that are within the scope of Services to be provided under  
5 this Agreement.

6  
7 **8. Indemnification.** Client agrees to indemnify and hold RPC and its employees harmless from any loss, claim,  
8 damage, or liability arising out of or in connection with the action or inaction of the Client or its sub  
9 grantees under this Agreement, including but not limited to provision of data and information used for  
10 reporting purposes. Client shall indemnify and hold RPC and its employees harmless from any loss, claim,  
1 damage, or liability arising out of or in connection with Client use of deliverables provided under this  
2 Agreement. If Client fails to provide information that is needed for the completion of the project, or such  
3 information is incorrect, RPC is not liable unless RPC was aware of the inaccuracy or was unaware of the  
4 inaccuracy as a result of gross negligence. Client shall indemnify and hold RPC and its employees harmless  
5 from any loss, claim, damage, or liability arising out of or in connection with this failure to provide  
6 information if it results in an inability to submit the project by the submission deadline.

7  
8 In the event that Client elects to cancel the Agreement for any reason other than a material breach, RPC is

hereby indemnified from any losses, potential or actual, incurred by Client as a result of the project not being completed. RPC is further indemnified from any losses, potential or actual, incurred by Client as a result of project outputs that are incomplete or of poor quality due to termination of the Agreement.

**9. Representations and Warranties.** RPC represents and warrants that:

- (a) it will perform the Services with reasonable care and skill; and
- (b) the Services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

**10. Limitation of Liability.** Either party’s liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Maximum Price in Section 1(g).

**11. Severability.** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.

**12. Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois.

**13. Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

**14. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**15. Renewal of Agreement:** It is the expectation of the parties that this contract may be amended as to scope of duties and expanded as to length of term by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

**Region 1 Planning Council**

**Winnebago County Mental Health Board**

By:

By:

Name: Michael Dunn Jr.

Name: Mary Ann Abate

Title: Executive Director

Title: President

Date:

Date:

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Attachment

The following personnel are assigned as the primary contacts for each party

<b>Purpose</b>	<b>Region 1 Planning Council</b>	<b>Winnebago County Mental Health Board</b>
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815) 319-4180	Mary Ann Abate 779-770-7577 marymikie@outlook.com
Services	Jason Holcomb <a href="mailto:jholcomb@r1planning.org">jholcomb@r1planning.org</a> (815) 277-1022	Mary Ann Abate 779-770-7577 marymikie@outlook.com
Billing	Julia Halsted <a href="mailto:jhalsted@r1planning.org">jhalsted@r1planning.org</a> (815) 319-4189	Rev. Dr. Edward Copeland (815) 509-6734 kecjd@mac.com
Mail	127 N Wyman St, First Floor Rockford, IL 61101	

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

Submitted by: Finance Committee

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

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**RESOLUTION EXTENDING EMPLOYEE LEASING AGREEMENT  
WITH GOVTEMPSUSA, LLC FOR INTERIM COUNTY  
ADMINISTRATOR UP TO OCTOBER 2, 2020**

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**WHEREAS**, on June 4, 2020, the County of Winnebago entered into an Employee Leasing Agreement with GovTempsUSA, LLC to provide the services of an Interim County Administrator from June 6, 2020 through August 7, 2020; and

**WHEREAS**, the Employee Leasing Agreement with GovTempsUSA, LLC provided for the extension of the term of the Agreement for two additional months, through October 2, 2020, by mutual agreement of the County and GovTempsUSA, LLC; and

**WHEREAS**, the County has determined that it wishes to extend the Employee Leasing Agreement with GovTempsUSA, LLC under the terms of the Employee Leasing Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that it authorizes the Chairman of the Winnebago County Board to execute all documents necessary to extend the Employee Leasing Agreement with GovTempsUSA, LLC for Interim County Administrator up to October 2, 2020.

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

**Respectfully submitted,  
FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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Jaime Salgado, Chairman

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Jaime Salgado, Chairman

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Dave Fiduccia

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Dave Fiduccia

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Burt Gerl

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Burt Gerl

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Joe Hoffman

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Joe Hoffman

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Keith McDonald

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Keith McDonald

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Steve Schultz

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Steve Schultz

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

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

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

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

ATTEST:

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

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

**2020 CR**

**Submitted by: Finance Committee**

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**RESOLUTION AUTHORIZING AN INCREASE IN THE SALARY OF THE  
WINNEBAGO COUNTY PUBLIC DEFENDER**

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**WHEREAS**, the County of Winnebago, Illinois, is responsible for the salary of the Winnebago County Public Defender; and

**WHEREAS**, the salary of a county public defender is established by 55 ILCS 5/3-4007 at 90% of the compensation of the state's attorney of the county, 66 2/3 % of which is to be reimbursed by the State; and

**WHEREAS**, the General Assembly has recently increased the salary of the Winnebago County State's Attorney necessitating an adjustment in the salary of the Winnebago County Public Defender.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago that the salary of the Winnebago County Public Defender shall be adjusted to be 90% of the current salary of the Winnebago County State's Attorney retroactive to the date the change in the State's Attorney's salary became effective.

**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 Chief Judge of the 17<sup>th</sup> Judicial Circuit, the Winnebago County Public Defender and the Winnebago County Finance Department.

Respectfully Submitted,  
FINANCE COMMITTEE

**AGREE**

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

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

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

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

\_\_\_\_\_  
Dave Fiduccia

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

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

**DISAGREE**

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

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

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

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

\_\_\_\_\_  
Dave Fiduccia

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

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

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

\_\_\_\_\_  
FRANK HANEY, Chairman of the  
County Board of the County of  
Winnebago, Illinois

ATTEST

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

**Respectfully submitted,  
FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
Dave Fiduccia

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Dave Fiduccia

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Burt Gerl

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Burt Gerl

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Joe Hoffman

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Joe Hoffman

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Keith McDonald

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Keith McDonald

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Steve Schultz

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Steve Schultz

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

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

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

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

ATTESTED BY:

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

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of The County of Winnebago, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for said County, authorizing and providing for the issue of a \$400,000 Debt Certificate, Series 2020, of said County, evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificate, and authorizing the sale of said Certificate to Stillman Bank, Rockford, Illinois.

WHEREAS, The County of Winnebago, Illinois (the "*County*"), is a county and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the Counties Code of the State (the "*Counties Code*"), the Local Government Debt Reform Act of the State (the "*Debt Reform Act*"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*") and all other Omnibus Bond Acts of the State, in each case, as supplemented and amended (collectively, "*Applicable Law*"); and

WHEREAS, the County Board of the County (the "*County Board*") has considered the needs of the County and, in so doing, the County Board has deemed and does now deem it advisable, necessary and for the best interests of the County in order to promote and protect the public health, welfare, safety and convenience of the residents of the County to acquire certain technology equipment in and for the County (the "*Equipment*"), all as shown on preliminary plans and cost estimates as on file with and approved by the County Board; and

WHEREAS, the County Board has determined the total cost of the Equipment and expenses incidental thereto, including financial and legal services related to the Agreement hereinafter provided for in this Ordinance to be not less than \$400,000; and

WHEREAS, the County Board has further determined sufficient funds of the County are not available to acquire the Equipment and it is, therefore, necessary that the County borrow money in the amount of \$400,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the County has the powers to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the County Board shall determine, if the County will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the County Board finds that it is desirable and in the best interests of the County to avail of the provisions of the Installment Purchase Provisions of the Debt Reform Act; to authorize an Installment Purchase Agreement (the "*Agreement*") more particularly as described and provided below in the text of this Ordinance; name as counter-party to the Agreement the County Treasurer of the County (the "*Treasurer*"), as nominee-seller; authorize the Chairman of the County Board (the "*Chairman*") and the County Clerk (the "*County Clerk*") to execute and attest, respectively, the Agreement on behalf of the County and to file same with the Clerk in his or her capacity as keeper of the records and files of the County; and issue a certificate evidencing the indebtedness incurred under the Agreement in the amount of \$400,000, in form and having such details as set forth below in the text of this Ordinance (the "*Certificate*" as more fully described herein):

NOW THEREFORE Be It Ordained by the County Board of The County of Winnebago, Illinois, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles hereto.

Agreement  
Applicable Law  
Chairman  
Counties Code  
County  
County Board  
County Clerk  
Debt Reform Act  
Equipment  
Installment Purchase Provisions of the Debt Reform Act  
State  
Treasurer

B. The following words and terms are defined as set forth.

*“Acquisition Fund”* means the Acquisition Fund established and defined in Section 13 of this Ordinance.

*“Certificate Fund”* means the fund established and defined in Section 13 of this Ordinance.

*“Certificate Register”* means the books of the County kept by the Certificate Registrar to evidence the registration and transfer of the Certificate.

*“Certificate Registrar”* means Stillman Bank, Rockford, Illinois.

*“Purchase Price”* means the price to be paid by the Purchaser for the purchase of the Certificate, the same being \$400,000.00.

*“Purchaser”* means the purchaser of the Certificate, namely, Stillman Bank, Rockford, Illinois.

*“Record Date”* means the 15th day preceding any regular or other interest payment date on the Certificate.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The County Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Authorization.* It is necessary and advisable for the public health, safety, welfare and convenience of residents of the County to pay the costs of acquisition of the Equipment, and to borrow money and, in evidence thereof and for the purpose of financing the same, enter into the Agreement and, further, provide for the issuance and delivery of the Certificate evidencing the indebtedness incurred under the Agreement.

*Section 4. Agreement is a General Obligation; Annual Appropriation.* The County hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a lawful direct general obligation of the County payable from the corporate funds of the County and such other sources of payment as are otherwise lawfully available. The County represents and warrants that the total amount due the Seller under the Agreement, together with all other indebtedness of the County, is within all statutory and constitutional debt limitations. The County agrees to appropriate funds of the County annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 5. Execution and Filing of the Agreement.* From and after the effective date of this Ordinance, the Chairman and County Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the

original of the Agreement shall be filed with the County Clerk and retained in the County records and constitute authority for issuance of the Certificate. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for The County of Winnebago, Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") made as of the 3rd day of August, 2020, by and between the Treasurer of the hereinafter-defined County, as Nominee-Seller (the "*Seller*"), and The County of Winnebago, Illinois, a county and unit of local government of the State of Illinois (the "*County*");

**WITNESSETH**

A. The County Board of the County (the "*County Board*") has determined it is advisable, necessary and for the best interests of the County in order to promote and protect the public health, welfare, safety and convenience of the residents of the County to acquire certain technology equipment in and for the County (the "*Equipment*"), all as previously approved by the County Board and on file with the County Clerk of the County (the "*County Clerk*").

B. Pursuant to the provisions of the Counties Code of the State of Illinois (the "*Counties Code*"); the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively "*Applicable Law*"); the County has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 23rd day of July, 2020, the County Board, pursuant to Applicable Law and the need to acquire the Equipment, adopted an ordinance (the "*Ordinance*"), authorizing the borrowing of money for the Equipment, the execution and delivery of this Agreement to finance

same, and the issuance of a certificate (the "*Certificate*"), evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to acquire the Equipment on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the County as follows:

1. ACQUIRE EQUIPMENT

The Seller agrees to make acquire the Equipment.

2. CONVEYANCE

The Seller agrees to convey the Equipment to the County and to perform all necessary work and convey all necessary equipment; and the County agrees to purchase the Equipment from the Seller and pay for the Equipment the purchase price of \$400,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$400,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificate.

### 3. PAYMENTS

The payment of the entire sum of \$400,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificate in the Ordinance.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the owners of the Certificate. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificate, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

### 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificate, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

### 6. TITLE.

(a) *Vesting of Title.* Title in and to any part of the Equipment, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the County.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Equipment shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the

Equipment shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Equipment shall become apparent; or (iv) title to or the use of all or any part of the Equipment shall be lost by reason of a defect in title; then the County shall continue to make payments as promised herein and in the Certificate and to take such action as it shall deem necessary or appropriate to repair and replace the Equipment.

**7. LAWFUL CORPORATE OBLIGATION**

The County hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the County payable from the corporate funds of the County and such other sources of payment as are otherwise lawfully available. The County represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the County, is within all statutory and constitutional debt limitations. The County agrees to appropriate funds of the County annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

**8. GENERAL COVENANT AND RECITAL**

It is hereby certified and recited by the Seller and the County, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

**9. NO SEPARATE TAX**

**THE SELLER AND THE COUNTY RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE**

**COUNTY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

10. DEFAULT

In the event of a default in payment hereunder by the County, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the County Clerk, and the County has caused this Installment Purchase Agreement to be executed by its Chairman, and also attested by the County Clerk, and the official seal of the County to be hereunto affixed, all as of the day and year first above written.

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

[Here type name]: Susan Goral  
as Nominee-Seller and the County Treasurer

ATTEST:

\_\_\_\_\_  
County Clerk

[SEAL]

THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
Chairman of the County Board

ATTEST:

\_\_\_\_\_  
County Clerk

[SEAL]

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WINNEBAGO)

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the "*County*"), and as such officer I do hereby certify that on the 3rd day of August, 2020, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the County Board, attested by me in my capacity as County Clerk, and further executed, as Nominee-Seller, by the County Treasurer of the County, also attested by me, dated the 3rd day of August, 2020, and entitled "INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for The County of Winnebago, Illinois"; and supporting the issuance of the Debt Certificate, Series 2020, of the County; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Winnebago, Illinois, this 3rd day of August, 2020.

\_\_\_\_\_  
County Clerk

[SEAL]

*Section 6. Certificate Details.* For the purpose of providing for the acquisition of the Equipment, there shall be issued and sold the Certificate in the principal amount of \$400,000. The Certificate shall be designated "Debt Certificate, Series 2020". The Certificate shall be dated August 3, 2020, and shall also bear the date of authentication and shall be in fully registered form. The Certificate shall become finally due and payable (subject to prior redemption as hereinafter described) on August 3, 2025, shall bear interest at the rate per annum of 1.0% (computed on the basis of a 360-day year of twelve 30-day months) and shall be payable (i) in 59 monthly installments of \$6,837.50 each for both principal and interest, beginning on September 3, 2020, and on the 3rd day of each month thereafter, to and including July 3, 2025, and (ii) by a final installment for all remaining principal and interest due on the Certificate on August 3, 2025, all in accordance with the Amortization Schedule attached hereto as *Exhibit B*.

The payments of interest and principal on the Certificate prior to final payment shall be paid by check or draft of the Certificate Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Certificate is registered, and mailed to the registered owner of the Certificate at the address as shown in the Certificate Register or at such other address furnished in writing by such registered owner not less than five (5) business days prior to each payment date or hand-delivered not later than 10:00 a.m. on the day when due. The final payment due on the Certificate shall be payable in lawful money of the United States of America upon presentation thereof by the Certificateholder at the principal office of the Certificate Registrar.

*Section 7. Execution; Authentication.* The Certificate shall be executed on behalf of the County by the manual or duly authorized facsimile signature of the Chairman and attested by the manual or duly authorized facsimile signature of the County Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the County. In case any such

officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Certificate shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the County and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

*Section 8. Redemption.* The Certificate shall be subject to redemption prior to maturity at the option of the County as a whole or in part, on any date, at the redemption price of par plus accrued interest to the redemption date. Upon any partial redemption of the Certificate, the remaining principal amount of the Certificate then outstanding shall be reamortized so as to provide for level semi-annual payments of principal and interest on the 3rd day of each month until final maturity on August 3, 2025, when all remaining principal and interest on the Certificate shall be due.

The County shall, at least fifteen (15) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount of the Certificate to be redeemed.

*Section 9. Redemption Procedure.* Unless waived by any holder of the Certificate, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the County by mailing the redemption notice by first class mail at least fifteen (15) days and not

more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all of the Certificate is to be redeemed, the principal amount to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon the Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where the Certificate is to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificate at the option of the County shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem the Certificate, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that the Certificate will not be redeemed. Otherwise, prior to any redemption date, the County shall deposit with the Certificate Registrar an amount of money

sufficient to pay the redemption price of the Certificate or portion of Certificate to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificate or portions of the Certificate so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) the Certificate or portions of the Certificate shall cease to bear interest. Upon surrender of the Certificate for redemption in accordance with said notice, the Certificate shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Certificate, there shall be prepared for the registered holder a new Certificate in the amount of the unpaid principal.

If the Certificate or portion of the Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate so called for redemption. When redeemed, the Certificate shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10. Registration of Certificate; Persons Treated as Owners.* The County shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificate as provided in this Ordinance to be kept at the principal corporate office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the County for the Certificate. The County is authorized to prepare, and the Certificate Registrar or such other agent as the County may designate shall keep custody of, multiple Certificate blanks executed by the County for use in the transfer and exchange of Certificate. The

Certificate may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance.

Upon surrender for transfer of the Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the County shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee a new fully registered Certificate. Any fully registered Certificate may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate. The execution by the County of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate.

The Certificate Registrar shall not be required to transfer or exchange the Certificate during the period beginning at the close of business on the Record Date and ending at the opening of business on the related interest payment date, nor to transfer or exchange the Certificate after notice calling the Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Certificate.

The person in whose name the Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of the Certificate, but the County or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of

the Certificate except in the case of the issuance of a Certificate for the unredeemed portion of the Certificate surrendered for redemption.

*Section 11. Form of Certificate.* The Certificate shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED  
NO. 1

REGISTERED  
\$400,000

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF WINNEBAGO  
DEBT CERTIFICATE, SERIES 2020

See Reverse Side for  
Additional Provisions.

Registered Owner: STILLMAN BANK

Principal Amount: FOUR HUNDRED THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that The County of Winnebago, Illinois, a county and political subdivision of the State of Illinois (the "*County*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to prior redemption as hereinafter set forth), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of August 3, 2020, or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified below, until said Principal Amount is paid. This Certificate shall become finally due and payable on August 3, 2025. This Certificate shall bear interest at the rate of 1.0% per annum (computed on the basis of a 360-day year of twelve 30-day months) payable in monthly installments for both principal and interest beginning on September 3, 2020, and on the 3rd day of each month thereafter, to and including July 3, 2025, and (ii) by a final installment for all remaining principal and interest due on the Certificate on August 3, 2025, all in accordance with the Amortization Schedule attached to the Ordinance as *Exhibit B*. Stillman Bank, Rockford, Illinois shall act as paying agent and registrar (the "*Certificate Registrar*"). The payments of interest and principal on this Certificate prior to final payment shall be made to the Registered

Owner hereof as shown on the registration books of the County maintained by the Certificate Registrar and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar, not less than five (5) business days prior to each payment date or hand-delivered not later than 10:00 a.m. on the day when due. The final payment due on this Certificate shall be payable in lawful money of the United States of America upon presentation thereof by the Certificateholder at the principal office of the Certificate Registrar.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the County payable from the corporate funds of the County and such other sources of payment as are otherwise lawfully available; that the total amount due under the Agreement, represented by the Certificate, together with all other indebtedness of the County, is within all statutory and constitutional debt limitations; and that the County shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE COUNTY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF The County of Winnebago, Illinois, by its County Board, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of the Chairman of its County Board and attested by the manual or duly authorized facsimile signature of the County Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the dated date identified above.

\_\_\_\_\_  
SPECIMEN  
Chairman of the County Board

ATTEST:

\_\_\_\_\_  
SPECIMEN  
County Clerk

[SEAL]

Date of Authentication: \_\_\_\_\_, 2020

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
Stillman Bank,  
Rockford, Illinois

STILLMAN BANK,  
as Certificate Registrar

By \_\_\_\_\_  
Authorized Officer

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is issued by the County for the purpose of acquiring the Equipment, all as described and defined in the ordinance authorizing the Certificate (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Counties Code of the State of Illinois, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("*Applicable Law*"), and with the Ordinance, which has been duly passed by the County Board of the County on the 23rd day of July, 2020, and approved by the Chairman, in all respects as by law required. This Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of the 3rd day of August, 2020, entered into by and between the County and its County Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this Certificate assents.

This Certificate is subject to redemption prior to maturity as set forth in the Ordinance.

This Certificate is subject to provisions relating to registration, transfer, and exchange; notice and procedure for redemption; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The County and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County nor the Certificate Registrar shall be affected by any notice to the contrary.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as TID, SSN, or other]

---

---

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

---

as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

*Section 12. Sale of Certificate.* The Certificate hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by the Treasurer delivered to the Purchaser, upon receipt of the Purchase Price; the contract for the purchase of the Certificate is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificate has been sold at such price and bears interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the contract for the purchase of the Certificate is in the best interests of the County and that no person holding any office of the County, either by election or appointment, is in any

manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the contract for the purchase of the Certificate.

The officers of the County Board are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by this Ordinance and the Certificate.

*Section 13. Use of Certificate Proceeds.* There is hereby established a “Debt Certificate Fund of 2020” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificate. Funds lawfully available for the purpose of paying the principal of and interest on the Certificate shall be deposited into the Certificate Fund and used solely and only for such purpose.

The sale proceeds of the Certificate are hereby appropriated to pay costs of issuance of the Certificate and to acquire the Equipment, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Acquisition Fund” (the “*Acquisition Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the County Board (a) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificate deposited into the Acquisition Fund for any period of time and (b) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificate deposited into the Acquisition Fund for any period of time. Moneys in the Acquisition Fund shall be used to acquire the Equipment in accordance with the following procedures:

1. Contracts (“*Acquisition Contracts*”) have been or shall be awarded, from time to time, by the County Board for the acquisition of the Equipment; and the County Board represents and covenants that each Acquisition Contract has been or will be let in

strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the County for same.

2. Pursuant to this Ordinance or subsequent ordinance or ordinances to be duly adopted, the County Board shall identify all or a designated portion of each Acquisition Contract to the Agreement. The Acquisition Contracts attached hereto as *Exhibit A* are hereby identified to the Agreement. This Ordinance, any such further ordinance and said Acquisition Contracts shall be filed of record with the County Clerk and the County Board. The adoption and filing of any such ordinance or ordinances and the Acquisition Contracts with such officers shall constitute authority for the County Board to make disbursements from the Acquisition Fund to pay amounts due under such Acquisition Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the County for same. No action need be taken by or with respect to the contractors under the Acquisition Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Equipment for all purposes, enabling the issuance of the Certificate.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificate to one or more related funds of the County already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificate, as herein provided, as if the funds described above had in fact been created.

At the time of the issuance of the Certificate, the costs of issuance of the Certificate may be paid by the Purchaser on behalf of the County from the proceeds of the Certificate.

*Section 14. Non-Arbitrage and Tax-Exemption.* The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificate) if taking, permitting or omitting to take such action would the Certificate to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Certificate, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Certificate from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificate and affects the tax-exempt status of the Certificate.

The County Board hereby authorizes the officials of the County responsible for issuing the Certificate, the same being the Chairman, County Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificate as approved by the County Board and as may be necessary to assure that the use thereof will not cause the Certificate to be arbitrage bonds and to assure that the interest on the Certificate will be exempt from federal income taxation. In connection therewith, the County and the County Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel

approving the Certificate and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificate; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

*Section 15. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of the Certificate and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 16. Duties of Certificate Registrar.* If requested by the Certificate Registrar, any officer of the County is authorized to execute the Certificate Registrar's standard form of agreement between the County and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Certificate as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the County at least annually an audit confirmation of payments made with respect to the Certificate.

*Section 17. Record-Keeping Policy and Post-Issuance Compliance Matters.* On May 14, 2020, the County Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the County, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Certificate) or which enable the County or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The County Board and the County hereby reaffirm the Policy.

*Section 18. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 19. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: July 23, 2020

APPROVED: July 23, 2020

\_\_\_\_\_  
Chairman of the County Board,  
The County of Winnebago, Illinois

Recorded In County Records: July 23, 2020.

ATTEST:

\_\_\_\_\_  
County Clerk,  
The County of Winnebago, Illinois

**EXHIBIT A**

**ACQUISITION CONTRACTS**

**EXHIBIT B**

**AMORTIZATION SCHEDULE**

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

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

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY ADMINISTRATOR  
TO NEGOTIATE WITH AFSCME FOR HAZARD PAY**

WHEREAS, a significant global outbreak of Coronavirus Disease 2019 (COVID-19) has been ongoing since early 2020; and

WHEREAS, as of July 17, 2020, Winnebago County, Illinois, reports 3,292 confirmed cases and 99 deaths and the State of Illinois reports 161,575 cases and 7,295 deaths; and

WHEREAS, certain employment positions in Winnebago County have more exposure to COVID-19 due to the nature of the work being performed; and

WHEREAS, individuals in those positions have been performing duties substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the County Board of the County of Winnebago wishes to acknowledge the risk faced by those individuals and provide an incentive for those employees to continue to come to work every day in light of the ongoing COVID-19 pandemic; and

WHEREAS, the County Board desires to have the Winnebago County Administrator negotiate with American Federation of State, County, and Municipal Employees AFL-CIO, Illinois Council 31 for and on behalf of Local 473 (AFSCME) for the provision of hazard pay.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Administrator is authorized to negotiate COVID Hazard Pay with AFSCME, to be distributed equitably among impacted employees.

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

**Respectfully submitted,**

**FINANCE  
COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

\_\_\_\_\_  
DAVE FIDUCCIA

\_\_\_\_\_  
DAVE FIDUCCIA

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

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
BURT GERL

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

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

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

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

Attested by:

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

**PUBLIC WORKS  
COMMITTEE**

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

**20-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR  
PERRYVILLE ROAD PATCHING  
E. STATE STREET TO SOUTH OF HARRISON AVENUE  
(SECTION: 20-00000-04-GM)**

**WHEREAS**, the County of Winnebago has planned a project to repair longitudinal joints and perform other patching and joint repairs on Perryville Road between E. State Street to just south of Harrison Avenue; and

**WHEREAS**, in connection with said project, two bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on July 8, 2020 for Section 20-00000-04-GM with the low bid being from **William Charles Construction Company in the amount of \$235,949.50**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder William Charles Construction Company in the amount of \$235,949.50.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on July 8, 2020 for Section 20-00000-04-GM from William Charles Construction Company in the amount of \$235,949.50 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with William Charles Construction Company for the above noted work; 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

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

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

  
\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley

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

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

  
\_\_\_\_\_  
Mike Zintak

\_\_\_\_\_  
Mike Zintak

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

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

ATTEST:

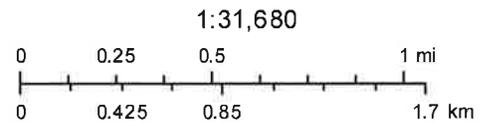
\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois



**Perryville Rd PCC Pavement Joint Repair  
Project section # 20-00000-04-GM**



December 27, 2017



**Project Location Map**

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

**20-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR  
MONTAGUE ROAD RESURFACING  
KENNEDY HILL ROAD TO MERIDIAN ROAD  
(SECTION: 20-00000-03-GM)**

**WHEREAS**, the County of Winnebago has planned a project to resurface Montague Road between Kennedy Hill Road and Meridian Road; and

**WHEREAS**, in connection with said project, three bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on July 14, 2020 for Section 20-00000-03-GM with the low bid being from **Rock Road Companies in the amount of \$663,970.05**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies in the amount of \$663,970.05.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on July 14, 2020 for Section 20-00000-03-GM from Rock Road Companies in the amount of \$663,970.05 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies for the above noted work; 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.

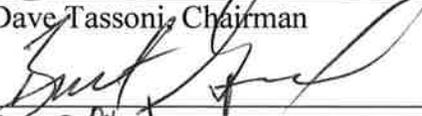
Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

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

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

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

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

  
\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley

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

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

  
\_\_\_\_\_  
Mike Zintak

\_\_\_\_\_  
Mike Zintak

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

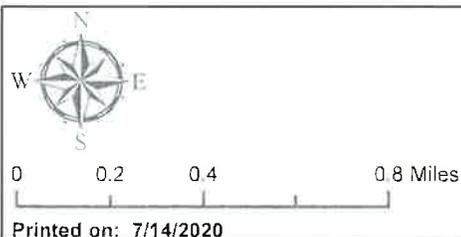
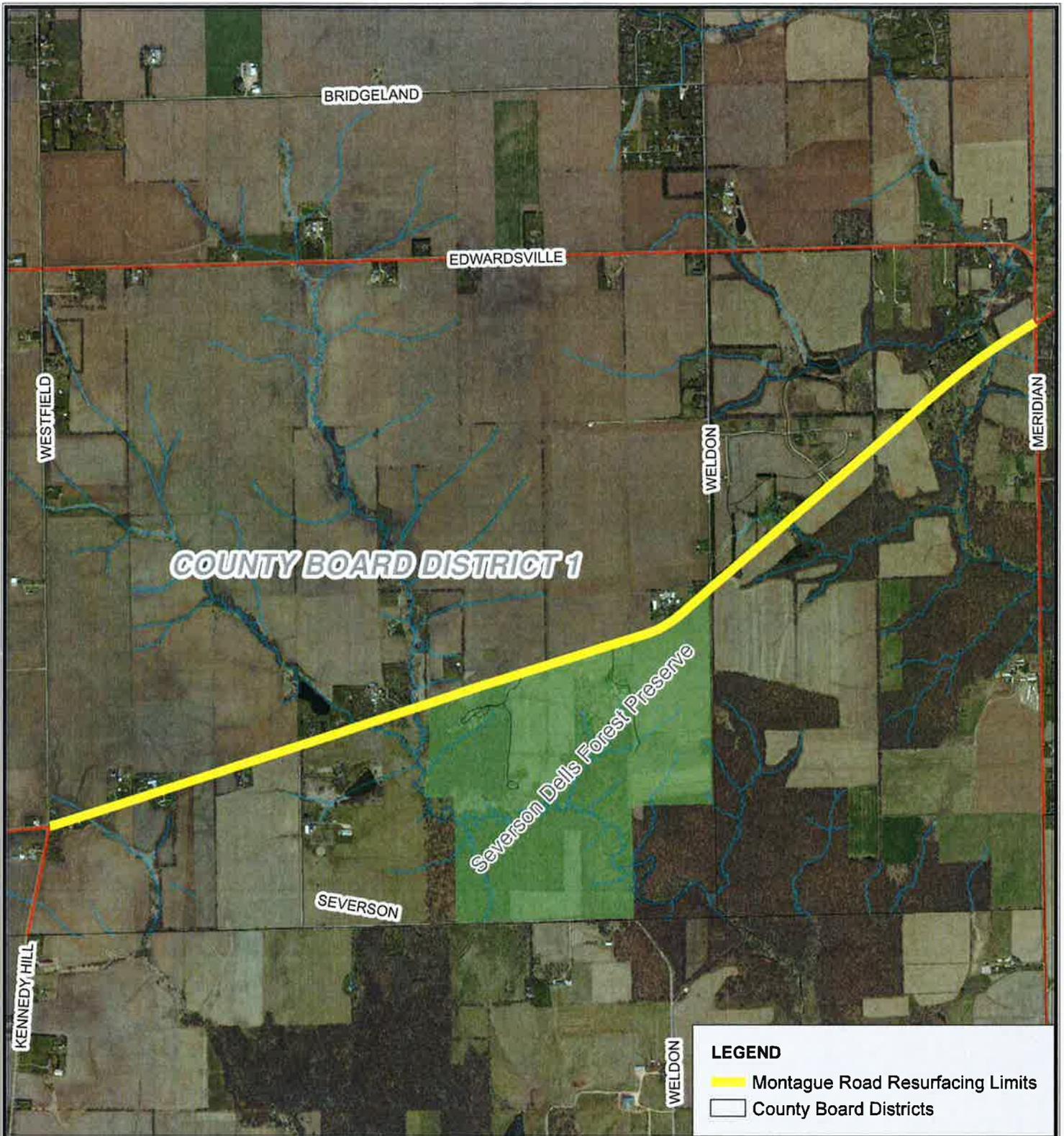
\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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



# MONTAGUE ROAD RESURFACING PROJECT LOCATION MAP (KENNEDY HILL ROAD TO MERIDIAN ROAD)



## PROJECT NOTES:

- PROJECT BEGINS AT KENNEDY HILL ROAD / WESTFIELD ROAD AND ENDS AT MERIDIAN ROAD. THE PROJECT INCLUDES A 1" HMA SURFACE REMOVAL (MILLING), 3" HMA OVERLAY, 3' AGGREGATE SHOULDERS, PAVEMENT MARKINGS AND OTHER ANCILLARY WORK.

**PUBLIC SAFETY  
COMMITTEE**

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

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**20-CR**

**RESOLUTION AUTHORIZING EXECUTION OF A POLICE SERVICES  
AGREEMENT BETWEEN WINNEBAGO COUNTY AND THE VILLAGE OF  
MACHESNEY PARK**

**WHEREAS**, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the Village of Machesney Park for the providing of police services to the Village by the Winnebago County Sheriff’s Department; and

**WHEREAS**, the County and the Village have agreed to an Intergovernmental Agreement outlining the respective obligations of the County and the Village for the provision of police serves, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Village of Machesney Park for the providing of police services to the Village by the Winnebago County Sheriff’s Department which is substantially similar to the attached Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption by the County and the Village of Machesney Park.

**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 president of the Village of Machesney Park and to the Sheriff of Winnebago County.

Respectfully submitted,  
Public Safety Committee

**AGREE**

**DISAGREE**

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

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

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

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

**POLICE SERVICES AGREEMENT BETWEEN WINNEBAGO COUNTY  
AND THE VILLAGE OF MACHESNEY PARK**

This **Police Services Agreement** (“Agreement”) is made by and among the County of Winnebago, an Illinois body politic (“County”), the elected Sheriff of Winnebago County (“Sheriff”) and the Village of Machesney Park, an Illinois municipal corporation (“Village”). The County and the Village shall each be a “Party” to this Agreement and collectively referred to as “Parties”. It is acknowledged by the Parties that, although the elected Sheriff of Winnebago County is a signatory to this Agreement, he is not a governmental entity for the purposes of this Intergovernmental Agreement.

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly, to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the Village possesses the power and legal authority to provide law enforcement services within its jurisdictional boundaries; and

**WHEREAS**, the Village desires to enter into an agreement with the County to provide law enforcement services to the Village and its inhabitants; and

**WHEREAS**, the County agrees to render such law enforcement services through the Winnebago County Sheriff’s Office (“WCSO”) operated by the elected Winnebago County Sheriff.

**WHEREAS**, the ongoing management of the relationship between the WCSO and the Village will generally be conducted by and through the offices of the Village Administrator and/or the Mayor;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, performances, and promises contained herein, the Parties agree as follows:

**1.0 SCOPE OF SERVICES.**

The County will provide to Village the Base Law Enforcement Services (“Base Services”) listed in **Schedule 1**, which is attached hereto and is incorporated herein by reference, in the same manner, and with the same equipment, as is customarily provided by the County in its primary jurisdiction unless otherwise set forth herein. General law enforcement services performed hereunder may include, if requested by the Village, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff and if approved by the Sheriff.

**2.0 ORGANIZATION.**

The County will provide the Base Services through the following organizational structure:

**2.1 Machesney Park Division.** The County shall supply Base Services pursuant to this Agreement so that the Assigned Personnel (as hereafter defined) providing those Base Services are easily identifiable as members of the WCSO’s Machesney Park Division to be distinguished from law enforcement services provided by the County outside of the Village.

**2.2 Chief Policing Officer.** The County, through the elected Sheriff or his/her designee, and with advice and input of the Village which will be strongly considered and where possible followed, shall designate an employee, certified pursuant to the requirements of Section 2.4 below, to act as the Chief Policing Officer (“CPO”) for the Village. The CPO will coordinate Base Services delivery, attend Village Board and other public meetings as agreed upon by the Village and the Sheriff, ensure that the service set forth herein are maintained, prepare budget requests for presentation to the Village, schedule Assigned Personnel (as hereafter defined) required under this Agreement, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the Village. The CPO shall report directly to the Sheriff for all matters related to this Agreement.

**2.3 Village Oriented Focus.** The Village shall consult with the CPO on what law enforcement issues and priorities are of importance to the Village. and, to the extent that the Village's priorities communicated to the CPO are reasonable and do not run contrary to WCSO directives, the CPO will be empowered by the Sheriff to command the Machesney Park Division in such a manner as to provide Base Services while taking into consideration the directives suggested by the Village. The Village shall continue to provide input regarding both general and specific law enforcement issues and priorities throughout this Agreement, as they may change from time to time, and to make recommendation as to expectations for communication of law enforcement issues for the

CPO or his designee. The Sheriff agrees to take into consideration the law enforcement recommendations of the Village. The CPO and all other Assigned Personnel providing services to the Village under this Agreement, in order to give official status to their actions, are authorized by the Village to provide such services.

**2.4 Patrol Shift Supervision.** The Sheriff will assign the number of WCSO supervisory personnel (“Supervisors”), as indicated in **Schedule 2**, which is attached hereto and is incorporated herein by reference. Each patrol shift shall have sufficient supervision in order to provide Base Services to the Village pursuant to this Agreement. The assigned Supervisors shall provide services as designated by and shall report directly to the CPO.

**2.5 Assigned Deputies.** The Sheriff shall assign the number of Sheriff’s deputies to the Village (“Assigned Deputies”), as indicated in **Schedule 2**, or as amended according to Section 6.3 of this Agreement. The Village and the WCSO shall timely set an annual meeting to review the roster of Assigned Deputies for the upcoming year. The Village shall be allowed to provide input on the roster. All Assigned Deputies shall be sworn members of the WCSO. The WCSO may assign personnel undergoing field training (Trainees) to Assigned Deputies working shifts in the Village who are WCSO training officers, but only when such training officers are present and on-duty. The Assigned Deputies shall provide Base Services to the Village as set forth in **Schedule 1** at the direction and assignment of the CPO and Supervisors. The Assigned Deputies may not be permanently reassigned away from the Village by the WCSO unless and until the WCSO consults with the Village as to the need for said reassignment. To the extent possible, the Sheriff will consider and, where appropriate, give preference in assigning personnel to be a member(s) of the Assigned Deputies to officers who are residents of the Village.

**2.6 Work Location.** The Village, at no charge to the County, shall provide space for a substation to the WCSO at the Village Hall located in Machesney Park, Illinois. County personnel identified in Sections 2.2, 2.4 and 2.5 (“Assigned Personnel”) above shall provide the Base Services exclusively within the Village limits, excepting requirements of investigative personnel to travel to locations outside of the Village in performance of investigative duties directly attributable to the Village. Assigned Personnel providing services under this Agreement may not be assigned to perform work or duties for the WCSO that do not pertain to the Village while they are on-duty in the Village, provided, however, the Sheriff may direct Assigned Personnel providing services under this Agreement to perform duties outside of the Village while they are on-duty in the Village should the Sheriff determine that there is a need to respond outside the Village in the usual and customary provision of mutual aid and backup to other law enforcement agencies or as is required pursuant to Section 14 of the Emergency Telephone System Act, 50 ILCS 750 *et seq.*

**2.7 Marking of Vehicles and Uniforms.** The vehicles and uniforms of the CPO, Supervisors and Assigned Deputies who are assigned full time to the Village under this Agreement shall display the Village as the primary agency. The WCSO badge shall be retained on the uniforms worn by Assigned Personnel providing services under this Agreement. Marked vehicles used by Assigned Personnel providing services under this Agreement shall display a graphic, to be mutually agreed upon by the Sheriff and the Village, that indicates to the public that the marked vehicle is assigned to and is functioning as part of the Machesney Park Division of the WCSO. The Sheriff shall approve the design for an appropriate identification patch to be displayed on uniforms identifying the Assigned Personnel providing services under this Agreement as part of the Machesney Park Division of the WCSO. The Village shall supply, at its sole expense, any identification patches to be applied to the uniforms of Assigned Personnel providing services under this Agreement.

**2.8 Sheriff to Retain Control.** Consistent and in conformance with the provisions of this Agreement, the Sheriff shall retain control over all matters incidental to the performance of the police protection and law enforcement services provided to the Village herein, including, but not limited to, the Assigned Personnel assigned to provide services to the Village pursuant to this Agreement, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all personnel assigned to provide services under this Agreement, equipment, communication facilities, and all supplies necessary to the execution of this Agreement. At no time shall any officer, official or employee of the Village undertake to direct any of the Assigned Personnel as to matters incidental to the performance of police protection and law enforcement services.

**2.9 Village Employees.** All Village employees who perform work in conjunction with the County pursuant to this Agreement shall remain employees of the Village and shall not have any claim or right to employment, civil service protection, salary, or benefits of claims of any kind from the County based on this Agreement.

**2.10 Authority to Enforce Laws and Regulations.** While performing Base Services under this Agreement, all Assigned Deputies shall be authorized to enforce all Village codes, regulations, and ordinances.

**2.11 No Liability to County for Payment of Sheriff's Department Wages.** The Village shall not be called upon to assume any liability for the direct payments of any salaries, wages, benefits or other forms of compensation, collectively bargained or otherwise, to any Assigned Personnel providing services under this Agreement other than the required payments to the County set forth on **Schedule 3**.

### **3.0 REPORTING.**

**3.1 Division Reporting.** The County shall, maintain data for the Machesney Park Division, which shall be within the Village boundary, and which data reporting shall be separate and apart from the County's countywide reporting, and shall present that data to the Village to enable the Village to review criminal, traffic enforcement, dispatched calls for service, officer-initiated activity, and other such data as requested by the Village for events that occur solely within the Village. Further, the WCSO shall provide regular reporting and assessment of the data along with recommendations as to how services under this Agreement should be modified in order to address approved recommendations.

**3.2 Communications; Reciprocal Notification.** The Village shall notify the CPO when the Village has information about criminal activity it believes to be noteworthy for its extent or repetition. The CPO shall, as permitted by law, promptly notify the Village in the event of a significant criminal occurrence or other major event within the Village. A "significant criminal occurrence" shall be defined herein as those violent crimes recorded by the Federal Bureau of Investigation's National Incident Based Reporting System ("NIBRS") or other criminal activity the CPO and Village believe is important to communicate to each other.

**3.3 Activity Reports.** Each month, the Sheriff shall provide reports to the Village, on criminal and traffic activity within the Village limits. The reports shall include such information as requested by the Village provided such information exists and is readily obtainable from the records management system or computer aided dispatch systems. The Sheriff agrees to supply to Village detailed police reports and information as has been customarily shared in the past and as the Village otherwise requests from time to time unless State or Federal law prohibits such disclosure of information.

### **4.0 PERSONNEL AND EQUIPMENT.**

**4.1 Independent Contractor.** The County is acting hereunder as an independent contractor.

**4.1.1 Service Provided By County Employees.** All County employees rendering services hereunder shall be considered employees of the County for all purposes. Nothing in this Agreement shall constitute an offer of employment by the Village or otherwise create and employer-employee relationship between the Village and employees of the County.

**4.1.2 Employment Policies.** Policies and procedures of the WCSO concerning the CPO, Supervisors and Assigned Deputies, and which govern employment terms and conditions, compensation, benefits, human resources policies, personal conduct of personnel, standards of performance and discipline and other such similar

policies and procedures, will be administered solely by the WCSO as employer of the aforementioned personnel.

**4.1.3 CPO Work Schedules.** The Sheriff shall establish in consultation with the Village, the work schedule of the CPO, including requirements for attendance at certain specific events or meetings as generally described in Section 2.2 above.

**4.1.4 Machesney Park Division Operational Command.** Under the authority of the Sheriff, the CPO shall be in command of the operations at the Machesney Park Division and shall be responsible for the delivery of law enforcement services provided under this Agreement.

**4.1.5 Village Right to Request Replacement of Assigned Deputies and Supervisors.** The Village shall have the right to request the replacement of an Assigned Deputy and Supervisor providing services under this Agreement should the Village become dissatisfied by the performance of services provided or as a result of multiple citizen complaints or complaints from other public safety agencies about the performance of services provided by the Assigned Deputy or Supervisor. . The Village may initiate the replacement process by delivering to the CPO a detailed report documenting the reason for the replacement request. The CPO shall submit said report to the Sheriff within forty-eight (48) hours of receipt of the detailed report. The Sheriff or a Sheriff's designee shall respond to the Village with a plan to replace the WCSO employee and provide a timeline to complete the replacement. The WCSO shall use its best efforts to effect the reassignment within thirty (30) days of the date of the Village's submission of the replacement request to the CPO.

**4.1.6 Replacement of CPO.** The CPO designated under paragraph 2.2 may be replaced in the following manner:

**4.1.6.1 Village Request.** The Sheriff will replace the CPO within a reasonable time of receipt of a written request from the Village outlining the reasons for said request. Any written request for replacement of the CPO shall be delivered to the Sheriff personally or by certified or registered mail. The Sheriff may request a meeting with representatives of the Village to discuss the request.

**4.1.6.2 County Request.**

A. The Sheriff may not replace the CPO unless:

1. The CPO has been assigned to the Village in that capacity for three (3) consecutive years; or
2. The Village agrees with the Sheriff's decision to replace the CPO; or
3. The Sheriff determines the replacement of the CPO is in the best interests of the County, the WCSO or the Village. In such instance, the Sheriff shall meet with the Village to explain the concerns and issues necessitating the replacement of the CPO.

B. The Sheriff shall provide the Village with a minimum of 60 days' notice of its intent to replace the CPO. This notice shall be waived circumstances dictate a more expedited schedule, in which case the Sheriff shall provide the Village with as much notice as practicable and reasonable under the circumstances.

C. The choosing of the replacement CPO shall follow the procedure set forth in Section 2.2 above for selection of the CPO.

D. Upon naming the replacement CPO, the Sheriff will notify the Village and, should circumstances permit, provide for a two week training period for the replacement CPO to work on transition with the outgoing CPO.

**4.2 CPO: Temporary Replacement.** If the CPO assigned to the Village is absent or scheduled to be absent from duty for period in excess of 15 work days, the Sheriff shall, at the request of the Village, provide a temporary replacement for the CPO at the rank of Sergeant or above as soon as practicable, and until such time as the CPO is able to return to work at the Village. The Village may request a replacement CPO pursuant to Section 4.7.1 should it believe the continuing absence of the CPO is detrimental to the continued provision of Base Services.

**4.3 Staffing.** Standard shift staffing levels shall be as set forth in **Schedule 2** and shall consist of 5 Assigned Deputies and a Supervisor, or supervision as assigned by WCSO, if for identifiable reasons, 5 Assigned Deputies are temporarily not available, then there shall be a minimum of three (3) Assigned Deputies working per shift. The three Assigned Deputies may be comprised of any combination of Assigned Deputies and Supervisors. The Sheriff is responsible to assure the Assigned Deputies are present 24 hours a day, every day during the term of this Agreement. The Village shall be responsible for paying any overtime costs incurred in providing the staffing levels set forth above or for the provision of basic services under this Agreement. The CPO shall get prior authorization from the Village for overtime for staffing levels in excess of those set forth above or for the provision of services which are not provided as basic services under this Agreement.

**4.4 Capital Equipment; Budgeting.** After the initial year of this Agreement, and every year thereafter the CPO, in collaboration with the Village, and at least 90 days prior to the end of the Village's Fiscal year, shall submit an annual budget for the Machesney Park Division that will include payments due for Base Services as well as other required expenditures for equipment exceeding \$5,000 per item or group of like items ("Capital Equipment"). The Village shall ultimately have the right to approve the budgeted expenditures. Within **Schedule 3**, no new budgetary line items may be added as part of the Fee Schedule, during the term of this Agreement. Once Capital Equipment expenditures are approved by the Village, the Village agrees to take necessary action to reimburse the County upon receipt of the quarterly invoice provided to the Village. All purchases of Capital Equipment for the Machesney Park Division shall be made by the County who will retain title and ownership rights during the term of this Agreement and be required to return title of such assets or such equipment to the Village upon the Village's request. If Capital Equipment is damaged, and the cost of repair is less than the fair market value, the County shall generally be obligated to repair the Capital Equipment at no cost to the Village. If the cost of repair is greater than fair market value, then the Village shall receive a credit on the next monthly payment due under this Agreement equal to the fair market value of the damaged Capital Equipment. If the Village receives a credit as set forth, the payment for the replacement of the Capital Equipment for which the credit is given shall be the responsibility of the Village. If the County receives grant funding or other reimbursements for equipment items typically used by the WCSO and which falls under the definition of Capital Equipment under this Agreement, then the Village shall receive a credit for the proportionate share of funding received and only be required to reimburse the County for the remaining expenditure.

**4.5 Equipment Replacement.** Capital Equipment purchased by the County with funds provided by the Village for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time when it is mutually agreed that the equipment no longer meets the needs of the Machesney Park Division. In the event that the County auctions or otherwise sells Capital Equipment, the Village shall receive the economic benefit of such auction or sale in the form of a credit against Services or as otherwise agreed to between the Parties.

## **5.0 PERFORMANCE REVIEW SCHEDULE.**

The Sheriff shall meet with the Village at least quarterly, or as requested by the Village from time to time, to discuss the County's performance under this Agreement. The Village shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications consistent with the services required under this Agreement.

## **6.0 FEES.**

**6.1 Contract Amount.** In consideration for the Base Services provided by the County as

set forth in **Schedule 1**, the Village will pay to the County a monthly sum equal to one-twelfth of the Annual Base Expenditure amount, and on a quarterly basis, the actual cost incurred for Variable Costs identified in **Schedule 3**. The Parties agree that the Contract amount for this Agreement shall be adjusted annually, including retroactively, to reflect any actual increase or decrease in the personnel costs incurred by the County in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 collective bargaining agreement between the County and its Deputy Sheriffs.

**6.2 Billing.** The Village will remit payment for services rendered within 30 days after invoicing by the County. Payment shall be made to:

Winnebago County  
c/o Winnebago County Sheriff's Office  
650 West State Street  
Rockford, IL 61102

**6.3 Adjustment of Staffing Level.** In the event the Village is unable to fund this Agreement in its entirety, the Village will notify the County in writing at least 60 days prior to any requested changes regarding the level of staff services, and related capital equipment. The County shall make its best efforts to accommodate such staffing level changes requested by the Village. The Village may also request additional Assigned Personnel be added during the term of this Agreement at additional cost. Such additions shall be made by an addendum to this Agreement setting forth the costs the Village shall pay the County for such additional Assigned Personnel.

## **7.0 VILLAGE RESPONSIBILITIES.**

In support of the County's providing the services under this Agreement, the Village agrees as follows:

**7.1 Municipal Authority.** The Village hereby confers necessary municipal police authority on the CPO, Supervisors and Assigned Deputies in enforcing Village municipal ordinances and criminal and traffic codes within Village boundaries, for the purposes of carrying out this Agreement.

**7.2 Law Enforcement Services Outside This Agreement.** The Village shall provide for criminal justice system and emergency services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within Village limits.

**7.3 No Assumption of Village Liability.** The County and the WCSO, and their officers

and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the Village, its officers, agents, or employees. The term “agent” in this Paragraph shall not include Assigned Deputies as defined in Paragraph 2.5 above.

**7.4 Village to Provide Special Supplies.** The Village shall supply, at its own cost and expense, any special supplies, including, but not limited to, stationery, notices, forms, equipment, insignias where such is required by the Village or must be issued in the name of the Village.

**7.5 Village Prosecutor; Fine Revenue.** Subject to annual approval by the State’s Attorney, the Village may continue to retain legal counsel to prosecute Village ordinance violations, including traffic citations, on its behalf. The Village shall remain entitled to fine revenue and impound fee revenue resulting from prosecution of violations occurring within the Village and as the Village is otherwise entitled to receive pursuant to State law, Illinois Supreme Court Rules and as may be determined by the Clerk of the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County

**7.6 Drug Forfeiture Revenue.** Any revenue from forfeitures paid to or retained by the WCSO resulting from drug arrests by the Machesney Park Division within the geographic limits of Machesney Park (“Drug Forfeiture Revenue”), under State or Federal law, shall be reported to the Village. The WCSO shall annually apportion such Drug Forfeiture Revenue between the Village and the WCSO as follows: the WCSO shall retain the first \$15,000.00 of the Drug Forfeiture Revenue. Any Drug Forfeiture Revenue in excess of \$15,000.00 shall be apportioned equally between the Village and the WCSO. It is acknowledged by the Parties that the Village’s portion of the Drug Forfeiture Revenue shall only be used for law enforcement and narcotics enforcement purposes as permitted by State or Federal law. If the Agreement is terminated as provided herein, the portion of the Drug Forfeiture Revenue due to the Village shall be paid to the Village upon termination.

## **8.0 TERM.**

**8.1. Initial Term.** This Agreement will have an initial term from August 1, 2020, through April 30, 2024.

**8.2 Renewal.** Renewal, for an additional four (4) years, shall be automatic unless notice of termination is given in writing as provided under Paragraph 9.0, subject to the adjustments to the budget as provided in Section 4.4.

**8.3 Subsequent Renewals.** The Parties shall meet and confer in good faith twelve (12) months prior to the expiration of the then-current term to agree on any renewal or extension of this Agreement.

## **9.0 TERMINATION.**

Either Party may terminate this Agreement as follows:

**9.1 Written Notice Required.** The Party desiring to terminate this Agreement shall provide 18 months' prior written notice to the other Party.

**9.2 Transition Plan.** Upon receipt of such notice, the Parties agree to complete within 120 days, a plan for the orderly transition of responsibilities from the County to the Village prior to the end of the 18 months' notice period set forth above. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each Party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either Party. Upon completion of the transition plan, the parties shall then implement the transition plan for the balance of the 18month period to ensure a smooth transition of policing responsibilities. Village, in its sole discretion, may request a shorter transition period.

**9.3 Return of Equipment and Funds.** Upon termination of this Agreement, the County shall deliver to the Village all equipment (including all vehicles and titles) used to provide services to the Village under this Agreement that was purchased (either directly or through reimbursement) with Village funds.

**9.4 Discharge of All Obligations.** In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and except as otherwise provided herein, each Party shall be released from all obligations which would otherwise accrue subsequent to termination.

## **10.0 NOTICES.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to WINNEBAGO COUNTY shall be sent or delivered to:

Winnebago County Sheriff  
650 West State Street  
Rockford, IL 61102

Winnebago County Chairman  
404 Elm Street  
Rockford, IL 61101

With a copy to:  
Winnebago County State's Attorney  
Civil Bureau  
400 W. State Street, Ste. 804  
Rockford, IL 61101

Any notice to the VILLAGE OF MACHESNEY PARK shall be sent or delivered to:

Village Administrator  
Village of Machesney Park  
300 Roosevelt Road  
Machesney Park, IL 61115

## **11.0 INDEMNIFICATION.**

**11.1 County Responsibility.** The County agrees to hold the Village harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the Village for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Assigned Personnel working under this Agreement. The County shall have no obligation to pay attorney's fees incurred by the Village in excess of \$20,000 to dismiss the Village from any suit filed by a third party pursuant to this Paragraph.

**11.2 Village Responsibility.** The Village agrees to hold the County harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the County for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Village personnel working under this Agreement who are not County employees assigned herein for the purpose of performing required services. The Village shall not be required to provide worker's compensation insurance or worker's compensation benefits to Assigned Personnel assigned to the Village under this Agreement, nor shall the Village be required to provide general liability or police liability insurance. The Village shall be responsible for paying a pro rata share of the County's Law Enforcement Liability Insurance premium which, based on the CPO,

Supervisors and the number of assigned deputies provided to the Village. This amount shall be included in the Budget which is provided in **Schedule 3** which shall be amended from time to time. Village shall also pay, over the term of the contract, an amount for Axon body cameras and tasers used by Assigned Personnel as set forth in **Schedule 3**.

**11.3 Disability Benefits.** The Village shall not be responsible for costs and requirements associated with long term disability benefits awarded for line of duty or non-line of duty injuries suffered by the CPO, Supervisors or Assigned Deputies while performing Base Services for the Village pursuant to this Agreement. These include, but are not limited to, requirements of the Public Employee Disability Act (5 ILCS 345/0.01 *et seq.*) or the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*), or other such laws now existing or implemented in the future regarding police officer injury and disability benefits. These shall be borne solely by the County as employer of the personnel defined in this Agreement.

**11.4 Proof of Insurance.** The County shall annually, or within ten days after a request made by the Village, provide the Village with proof of insurance covering all aspects of the County's duties and obligations under this Agreement, including but not limited to, general liability, automobile insurance, and umbrella coverage, naming the Village as an additional insured and provide each year an additional insured endorsement naming the Village.

## **12.0 AUDITS AND INSPECTIONS.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County and the Village during the term of this Agreement and for a period of three years after termination. Each party shall bear the costs of its respective audits.

## **13.0 AMENDMENTS.**

This Agreement may be amended at any time by mutual written agreement of all Parties with the same formalities as required for execution of this Agreement.

## **14.0 NO THIRD-PARTY BENEFICIARY.**

The County and the Village agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the County or the Village.

## **15.0 LEGAL REQUIREMENTS.**

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**16.0 VENUE.**

The laws of the State of Illinois shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Circuit Court of Winnebago County, Rockford, Illinois.

**17.0 WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

**18.0 DISPUTE RESOLUTION**

In the event disputes between the Village and the County should arise over the terms and conditions of this Agreement, the Sheriff and the Village, or their respective designees, shall attempt to resolve any problems on an informal basis. The venue for any suit brought by one Party against the other shall be in the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County or, if appropriate, in the U.S. District Court for Northern Illinois, Western Division. The prevailing Party in any legal action to enforce the terms and conditions of this Agreement shall be entitled to receive and collect from the non-prevailing Party the reasonable attorney's fees and court costs incurred by the prevailing Party.

**19.0 ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**20.0 SEVERABILITY CLAUSE.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

In witness whereof, the parties have executed this Agreement.

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

ATTEST:

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

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Gary Caruana  
Winnebago County Sheriff

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Steve Johnson  
Village President  
Village of Machesney Park, Illinois

ATTEST:

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Lori Mitchell  
Village Clerk  
Village of Machesney Park, Illinois

## **SCHEDULE 1**

### **Base Law Enforcement Services**

**Base Law Enforcement Services shall include those services customarily provided, including but not limited to:**

- 1. General Police Protection and Law Enforcement Services which shall include, at a minimum:**
  - a. Patrol activities**
  - b. Response to Citizen Complaints**
  - c. Response to calls for services as assigned by the Winnebago County PSAP or other PSAP as contracted by the Village**
  - d. Active Officer-initiated Enforcement Services**
    - i. Traffic patrol**
    - ii. Ordinance Violations**
  - e. Mutual aid to out-of-jurisdiction law enforcement agencies**
- 2. Investigative Services**
- 3. School Patrols**
- 4. Special Event**
- 5. Community Service Policing as Assigned**
- 6. All other ancillary services which are provided at no charge to other municipalities within Winnebago County during the term of this Agreement and until such time as a fee is established for such services for all other municipalities.**

## **SCHEDULE 2**

### **Staffing Schedule**

- 1. Personnel Assigned:**
  - a. CPO: 1**
  - b. Patrol: 20**
  - c. Supervisor: .5**
  - d. Detectives: as assigned**
- 2. Daily Schedule**
  - a. Patrol Officer – 20**
  - b. Supervisor – .5**
  - c. Detective: as assigned**
- 3. Patrol – Staffing per Section 4.4 of this Agreement**

**SCHEDULE 3  
FEE SCHEDULE**

<u>Description</u>	<u>Amount</u>
<b>Base Law Enforcement Services</b>	
<b>Labor (fixed wages, benefits, taxes)</b>	
1.0 CPO	\$ 153,577.75
0.5 Sergeant	\$ 86,780.35
Detective Services	\$ 350,000.00
20.0 Patrol (avg. rate of patrol officers within County pool)	\$ 2,566,422.72
1.0 Secretary	\$ 40,675.55
<b>Fixed Operating Expenditures</b>	
Records	\$ 71,559.57
Night Differential - 10 @ .75/hr	\$ 16,425.00
Liability Insurance - Law Enforcement*	\$ 33,149.10
Axon Body Cameras/Tasers (2021-2024 \$80,158)	\$ 0.00
General operational supplies (report forms)	\$ 800.00
<b>Total Annual Base Expenditure</b>	<b>\$ 3,319,390.04</b>
<b>1/12 Base Expenditure</b>	<b>\$ 276,615.84</b>
<b>Variable Costs (to be reimbursed quarterly based on actual costs incurred)</b>	
<b>Operating expenditures</b>	
Fuel/Car Washes	\$ 65,000.00
Squad repairs and maintenance	\$ 50,000.00
Subscriptions, licenses & service fees	
MDT Alert Service	\$ 4,500.00
Cruiser Maintenance Fee	\$ 1,300.00
Verizon Network Cards	\$ 6,200.00
Starcom Maintenance	\$ 13,000.00
Overtime	\$ 107,400.00
CBA Wage Arrears (eff. 10/1/2019)	\$ 103,400.00
<b>Capital Equipment</b>	
Squad Cars (3)	\$ 165,000.00
Support Equipment	\$ 25,000.00
<b>Total Estimated Variable Costs</b>	<b>\$ 540,800.00</b>
<b>Grand Total Estimated Cost</b>	<b>\$ 3,860,190.04</b>

July 23, 2020 Board Meeting

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

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

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
FOR HARLEM CONSOLIDATED  
SCHOOL RESOURCE OFFICER PROGRAM**

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the County of Winnebago, Illinois is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Board of Education of Harlem Consolidated School District No. 122 (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois.

**WHEREAS**, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Winnebago County Sheriff's Office ("Sheriff") provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

**WHEREAS**, the School District does not have a police force; and

**WHEREAS**, the School District wishes to have School Resource Officers available at its schools during the school year; and

**WHEREAS**, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring of School Resource Officers provided by the Sheriff; and

**WHEREAS**, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Board of Education of Harlem Consolidated School District No. 122, as attached hereto.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

**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 Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

Respectfully submitted,

**PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Mike Zintak

\_\_\_\_\_  
Mike Zintak

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

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
FOR HARLEM CONSOLIDATED  
SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement (hereinafter “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of Education of Harlem Consolidated School District 122 (hereinafter “the School District” or “District”) and the County of Winnebago, Illinois (hereinafter “the County”) on behalf of the Winnebago County Sheriff’s Office (hereinafter “the Sheriff”). The County, the Sheriff and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

***WITNESSETH:***

**WHEREAS**, Article 7, Section 10 of the Constitution of the State of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the School District is a duly organized and existing school district and body politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a “unit of local government” as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the County is a “unit of local government” as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

**WHEREAS**, the School District does not have a police force; and

**WHEREAS**, the School District wishes to have a School Resource Officer (“SRO”) available at its schools during the school year; and

**WHEREAS**, the County, Sheriff and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

**WHEREAS**, both the County and the School District, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Agreement for the hiring and posting of a School Resource Officer.

**NOW, THEREFORE**, in consideration of the terms herein set forth and the mutual covenants and obligations of the County and School District hereto; the School District and the County agree as follows:

**I. INCORPORATION OF RECITALS:**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

**II. PARTIES:**

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

**III. PURPOSE:**

The purpose of the School Resource Officer Program (hereinafter referred to as ("Program")) is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

**IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:**

The District shall compensate the Sheriff for the School Resource Officers (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2020-21 school year and continuing through the 2022-2023 school year, the District shall compensate the Sheriff for the School Resource Officer Program based on 75% of each officer's actual salary and benefits. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work shall be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District shall be adjusted on an ongoing basis to reflect the current salary costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

**V. EVALUATION AND FUTURE FUNDING:**

Prior to July 1<sup>st</sup> of each year, and as may be necessary from time to time, the County, Sheriff and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff and District concerning continuation of the Program and future funding of the Program by the County, Sheriff and the District.

**VI. RIGHTS AND DUTIES OF THE SHERIFF:**

The Sheriff shall provide 2 School Resource Officers to the District as follows:

1. The Sheriff shall assign two regularly-employed police officers to the Program. Prior to assignment, the Sheriff will identify the proposed SROs and their qualifications to the District for consideration as SRO officers. The Sheriff will make the final selection of the SROs in consultation with the District. The Sheriff will not appoint a person as SRO to whom the District objects.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officers are and shall remain employees of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff in consultation with the District. All activities of the School Resource Officers shall be undertaken as an employee of the

Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.

4. Regular Duty Hours of the SROs.

- A. The SROs shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 8:00 a.m. to 4:24 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO).
- B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such events, the compensation paid by the District shall be proportionately reduced.
- C. If the SRO assigned to the School District is absent on vacation, sick time, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.

5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

- A. Wear the utility pants commonly known as "BDUs" and polo shirt unless special circumstances require other form of dress.
- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
- C. Participate in discussions to establish rapport with students.

- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regard to such interviews.
- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest or unauthorized intruders.
- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.

M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/principal and the Sheriff.

N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

## **VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:**

The District shall provide to the full-time School Resource Officers the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

1. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records if necessary, in compliance with District policies, and State and Federal laws and regulations.
2. The District shall provide the books, handout material, or other materials necessary to support the SROs' teaching curriculum. Any materials to be used shall be communicated to the District for prior approval.
3. The District shall pay for the operating costs of two marked patrol cars, including but not limited to, fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
4. The SROs shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense.

## **VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:**

The School Resource Officers shall remain employees of the Winnebago County Sheriff's Office and shall not be deemed employees of the District. The District and the Sheriff acknowledge that the School Resource Officers are law enforcement officers who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officers shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officers to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

## **IX. LIABILITY AND INDEMNIFICATION:**

It is the intent of the parties that the SROs are employees of the Sheriff's Department. The County and/or Sheriff agrees to defend, indemnify, and hold the District harmless from any claims, suits or causes of action arising from the performance of the duties of the SRO or employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the District and/or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the County, Sheriff and the District, including those under the Tort Immunity Act.

## **X. DISMISSAL OF SCHOOL RESOURCE OFFICER REPLACEMENT**

1. In the event the District Superintendent believes that the SROs are not effectively performing their duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SROs in order to informally mediate or resolve any problems. If the continued

assignment of either SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.

2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officers based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officers, the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SROs is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of an SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

## **XI. CONFIDENTIALITY**

In pursuit of the goals and objectives previously stated, the County, Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
  - *Illinois School Student Records Act* (105 ILCS 10/6)
  - *Illinois Juvenile Court Act of 1987* "Law Enforcement Records" (705 ILCS 405/5-905)
- and their respective rules and regulations.

The County, Sheriff and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SROs under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

## **XII. TERM OF AGREEMENT AND TERMINATION:**

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of three (3) years from that date or until

terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SROs commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the County, Sheriff, and District are as follows:

*If to the County:* Winnebago County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61102

*If to the Sheriff:* Winnebago County Sheriff  
Winnebago County Justice Center  
650 W. State Street  
Rockford, IL 61102

*If to the School District:* Superintendent of Schools  
Harlem Consolidated  
School District No. 122  
8605 North 2<sup>nd</sup> Street  
Machesney Park, IL 61115

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

### **XIII. GOOD FAITH:**

The County, Sheriff and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise by good faith negotiations before resorting to any litigation.

**XIV. MODIFICATION**

This document constitutes the full understanding of the County, Sheriff and District, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

**XV. DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement nor any act of the County, Sheriff and District parties, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

**XVI. COUNTERPART**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**XVII. BINDING AUTHORITY**

The individuals executing this Agreement on behalf of the County, Sheriff and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution 19 - \_\_\_\_\_ at the regular meeting of the County Board of the County of Winnebago, Illinois \_\_\_\_\_ in compliance with the Open Meetings Act.

**XVIII. EFFECTIVE DATE:**

This Agreement is effective upon the date of the last Party to sign.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned District, County and Sheriff, hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of Harlem Consolidated School District No. 122**

**County of Winnebago, Illinois**

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

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Winnebago County Sheriff's Office**

\_\_\_\_\_  
Gary Caruana  
Winnebago County Sheriff

Date: \_\_\_\_\_

## Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the Agreement, the County, Sheriff and District agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District to the Sheriff for the SROs for the 2020-2021 school year is approximately \$195,789.50.
2. The parties agree that for the 2021-2022 and 2022-23 school years, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
3. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4. C in this Agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2020-21 school year, such overtime costs payable by the District shall be payable at a rate of 1 ½ the hourly rate of the assigned deputies plus benefits. In the event overtime is necessary with said continued coverage for the 2021-2022 and 2022-2023 school years, said overtime amount shall be based on actual overtime costs incurred by the Sheriff.
4. Payments for all services under this Agreement shall be billed and made quarterly.

**PERSONNEL &  
POLICIES  
COMMITTEE**

July 23, 2019 Board Meeting

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
2020 CR \_\_\_\_\_**

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE  
SPONSORED BY: DAVID FIDUCCIA

**RESOLUTION APPROVING THE COUNTY ADMINISTRATOR AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND PATRICK J. THOMPSON**

**WHEREAS**, pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, the County Administrator shall be appointed by the Winnebago County Board of the County of Winnebago, Illinois (hereinafter referred to as the "Board") upon recommendation of the Board's Personnel and Policies Committee; and

**WHEREAS**, the Board initiated an extensive search process to find a qualified candidate for the position of County Administrator; and

**WHEREAS**, based on the results of said search, and upon the recommendation of the Board's Personnel and Policies Committee, the Board directed County staff to pursue negotiations with Patrick J. Thompson for appointment of County Administrator; and

**WHEREAS**, following said negotiations, a proposed employment contract was drafted for the appointment of Patrick J. Thompson as County Administrator, said employment contract attached hereto as "Exhibit A."

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Winnebago County, Illinois, that Paul Arena, a member of the Winnebago County Board, is authorized and directed to, on behalf of the County of Winnebago, enter into the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson, a copy of which is attached hereto and incorporated herein as "Exhibit A."

**BE IT FURTHER RESOLVED** that the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson entered into by Paul Arena pursuant to the authority granted in this Resolution shall contain substantially the same terms as the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson which is attached to this Resolution as "Exhibit A."

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

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Winnebago County's Finance Director and Interim County Administrator Steve Chapman.

**Respectfully submitted,**

**PERSONNAL AND POLICES COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
David Fiduccia, Chairman

\_\_\_\_\_  
David Fiduccia, Chairman

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

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

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

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

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

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

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

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

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

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

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

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

\_\_\_\_\_  
Paul Arena, Board Member of the  
County Board of the  
County of Winnebago, Illinois

**ATTEST:**

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

**COUNTY ADMINISTRATOR AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND PATRICK J. THOMPSON**

This County Administrator Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Winnebago, Illinois ("Employer") and Patrick J. Thompson ("Employee").

**WHEREAS**, the Employer desires to employ Employee to act as and perform the duties of County Administrator during the period set forth herein (hereinafter referred to as "County Administrator"); and

**WHEREAS**, Employee is agreeable to act and perform the duties of County Administrator under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**SECTION I. TERM**

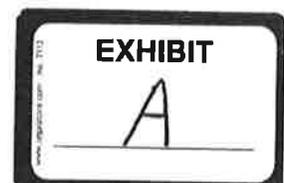
Subject to the provisions for resignation or termination as hereinafter provided in Section X. of this Agreement, the term of this Agreement shall be for the period from August 24, 2020 to August 24, 2022. This Agreement may be renewed by the parties for an additional term. If the parties desire to negotiate for an additional term, said negotiations for the terms of a successor Agreement may commence September 1, 2021, but no later than March 1, 2022. However, nothing in this Agreement shall prevent, limit or otherwise interfere with rights of the Winnebago County Board (hereinafter referred to as the "Board") under Article III, Division 2, Section 2-123 of the Winnebago County Code to dismiss the Employee or the right of the Employee to resign, both subject to the applicable provisions of this Agreement.

**SECTION II. DUTIES**

The Employee is hereby retained as County Administrator for the Employer. The Employee's primary function is to perform the functions and duties as specified in Article III, Division 2, Section 2-124 of the Winnebago County Code and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign. The Employee shall be considered an exempt employee for purposes of the Fair Labor Standards Act, and shall not be paid compensatory time.

**SECTION III. COMPENSATION**

Employer agrees to pay Employee for his services under this Agreement an annual salary of \$170,000.00, payable on a regular basis in accordance with Employer's payroll procedures and subject to all appropriate federal, state, and other applicable withholdings. Subject to the provision



of Section V. of this Agreement, as hereinafter provided, additional increases, if any, in Employee's salary for merit shall be determined by the Board based on the Employee's performance.

#### SECTION IV. EMPLOYEE BENEFITS

Until such time as this Agreement is terminated by either party, in accordance with provisions for resignation or termination hereinafter provided, the Employer shall:

A. Insurance: Provide health, dental and life insurance for the Employee and for the Employee's dependents in the same manner and at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois ("County") employees, such that the Employee shall pay the County employee portion of said insurances.

B. Tax and retirement contributions: Make FICA, Medicare and Illinois Municipal Retirement Fund (IMRF) contributions, as required by law, for the benefit of the Employee.

C. Vacation, Sick Days, Personal Days and Holidays: Provide the Employee with paid time off benefits for vacation days, sick days, personal days and holidays as established in the County's personnel manual for non-union County employees. Upon commencement of employment with the Employer, the Employee shall be credited with fifteen (15) days of paid time off for vacation, with no additional accrual of paid vacation time during the Employee's first full year of employment with the Employer. Beginning on August 25th, 2021, and each year thereafter on August 25th, the Employee shall be able to accrue an annual allotment of twenty (20) days of paid time off for vacation each year. Said annual allotment of twenty (20) days of paid time off for vacation shall be accrued during the course of the full one year, with said twenty (20) vacation days accrued in the same manner as described in the County's personnel manual for non-union County employees.

D. Retirement: The IMRF shall constitute the sole Employer-provided retirement plan for the Employee. The Employer agrees to contribute to the plan each year on behalf of the Employee the amount required by the IMRF for employer contributions, on a percentage basis commensurate with those of other employees of the Employer participating in the IMRF. The Employee shall be responsible for paying the employee portion of contributions for IMRF as is paid by all County employees.

#### SECTION V. PERFORMANCE EVALUATION

The Board recognizes for the Employee to respond to the Board's needs and to grow in the performance of the County Administrator's job, the Employee needs to know how the Board members evaluate the Employee's performance. To assure the Employee gets this feedback, the Board shall conduct an evaluation of the Employee's performance at least once a year, and/or when it deems necessary to discuss any concerns or direction in performance. The Board and Employee shall jointly define goals and performance objectives which they deem necessary for the proper operation of the County and shall establish the relative priority among the various goals and objectives. The Board shall conduct the Employee's first performance evaluation in July, 2021. The Employee agrees to comply with all policies of the County governing the Conduct of its employees.

## SECTION VI. TRANSPORTATION

Employee will be expected to travel for work-related trips and will receive an automobile allowance of \$200.00/month. There shall be an annual adjustment to the Transportation Allowance to reflect increases in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI"). In addition, Employee is permitted to utilize County vehicles, consistent with County policy, for longer distance trips as appropriate. Employee will be ineligible to receive reimbursement for mileage.

## SECTION VII. MOVING EXPENSES, RELOCATION ASSISTANCE AND RESIDENCY REQUIREMENT

Employer acknowledges that Employee is willing and able to commence employment immediately, is actively seeking permanent change of residence to the County. Employee shall establish a permanent residence within Winnebago County, Illinois within one (1) year after the start of his employment with the Employer. Employee shall pursue said permanent change of residence to Winnebago County, Illinois, as rapidly as practical. Accordingly, Employer will provide for travel expenses and relocation assistance as follows:

Employer will pay Employee for reasonable travel expenses between Employee's current residence and the County. In addition, the Employer will pay Employee for expenses for moving household and personal goods and furnishings to the County. Said reasonable travel and moving expenses shall not exceed fifteen thousand dollars (\$15,000). Payment to Employee will be made in advance after the Board approves this Agreement. Any and all travel and moving expenses shall be documented by the Employee with invoices and/or receipts. Said invoices and/or receipts shall be given by the Employee to the County's Finance Director. Any unused said travel and moving expenses shall be reimbursed by the Employee to the Employer no later than when the Employee is permanently residing in Winnebago County, Illinois.

## SECTION VIII. PROFESSIONAL DUES AND DEVELOPMENT

Employee agrees to maintain his professional standing in state, regional, and national groups related to County government. Employer agrees to pay Employee's dues for the Illinois City/County Management Association and the International City Management Association. Employee may attend one NACO/NACA Conference and/or one ICMA Conference each year paid by the County; however, prior approval by the County Board for participation and payment shall be required.

## SECTION IX. DUTY OF LOYALTY

Employee shall act at all times in the best interests of Employer. Employee shall devote full time to the duties and responsibilities of the position and shall engage in no pursuit which interferes with them.

## SECTION X. TERMINATION AND SEVERANCE PAY

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated as follows:

A. **Voluntary Resignation** – The Employee, upon thirty (30) days prior written notice to the Board, may resign from his position of employment as County Administrator. Said notice requirement may be waived by Employer at its sole discretion. The Employee, upon resignation, shall be entitled for payment for unused vacation time accrued at the date of his resignation. In the event the Employee voluntarily resigns as County Administrator, the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate.

B. **Mutual Agreement of the County Administrator and the County** – This Agreement may be terminated by mutual agreement of the Employee and the Employer, in which case the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate. The Employee shall be entitled for payment for unused vacation time accrued at the date of the agreement of termination.

C. **Termination by the County.** Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Board's right to terminate the Employee pursuant to this Section X. (C), shall not be subject to or in any way limited by past Board practices related to the employment, discipline or termination of the County's employees. Notwithstanding all the provisions of Section X. of this Agreement, the Employee remains an at-will employee.

D. **Termination by the County with Cause** – Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may remove the Employee and terminate this Agreement at any time for cause, which for purposes of this Agreement shall be a material breach of this Agreement and/or for "misconduct," as defined in Illinois' Government Severance Pay Act, 5 ILCS 415/5.

In the event this Agreement is terminated by a majority of the Board at any time due to a material breach of this Agreement and/or the Employee's "misconduct" as defined in Illinois' Government Severance Pay Act, 5 ILCS 415/5, per section 10 of said Act, 5 ILCS 415/10, the Employer is prohibited from paying the Employee any severance pay, and the Employee shall be entitled only to payment of unused vacation time, and compensation, which has accrued at the date of termination.

E. **Termination by the County without Cause** - Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate the Employee without cause but rather based upon management reasons such as implementing the County's goals or policies, including but not limited to incompatibility of management styles. In the event the Employee is terminated without cause, and the Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim or suit, the Employer shall pay the Employee severance pay not to exceed twenty (20) weeks of his salary

at his then base salary pay rate. Said twenty (20) weeks of severance pay is the maximum allowed under Illinois' Government Severance Pay Act, 5 ILCS 415/10. The Employee and the Employee's dependents shall be provided health, dental and life insurance during said twenty (20) week period at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois ("County") employees, such that the Employee shall pay the County employee portion of said insurances during said twenty (20) week severance pay period. In addition, the Employee shall receive payment for his unused vacation time, and compensation, which has accrued at the date of termination.

#### SECTION XI. GENERAL PROVISIONS

- A. This Agreement constitutes the entire understanding of the parties and supersedes all prior arrangements or understandings, whether written or oral, with respect to it.
- B. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement.
- C. This Agreement cannot be amended or modified except by a written amendment or written modification signed by both parties.
- D. This Agreement is not assignable or transferrable by either party.
- E. For purposes of enforcement of the promises and covenants of this Agreement, Employee agrees to submit to the jurisdiction of any federal or state court located in Winnebago County, Illinois, selected by the Employer.
- F. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

#### SECTION XII. NOTICES

All notices required under this Agreement shall be in writing and delivered either sent by Certified Mail, Return Receipt Requested, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be given to the following addresses until written notice to the contrary is given:

To the Board and Employee:  
Winnebago County Administration Building  
404 Elm Street, 5<sup>th</sup> floor  
Rockford, Illinois 61101

IN WITNESS WHEREOF, the County of Winnebago, Illinois, has caused this Agreement to be signed and executed in its behalf by Paul Arena, Board Member of the County Board of the County of Winnebago, Illinois, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

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Patrick J. Thompson  
"Employee"

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Paul Arena  
Board Member of the County Board of the  
County of Winnebago, Illinois

ATTEST:

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

**NEW BUSINESS**