

# **FINANCE COMMITTEE**

## **AGENDA**

**Called by:** Jaime Salgado, Chairman  
**Members:** Steve Schultz, John Butitta, Paul Arena, Joe Hoffman, Jean Crosby, Keith McDonald

**DATE:** THURSDAY, SEPTEMBER 2, 2021  
**TIME:** IMMEDIATELY FOLLOWING  
OPERATIONS & ADMINISTRATIVE  
COMMITTEE

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

### **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Closed Session to Discuss Labor Negotiations
- F. Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property Tax Code, 35 ILCS 200/15-178
- G. Resolution Awarding a Point Click Care Technology Agreement for River Bluff
- H. Resolution Awarding Circuit Clerk Covid-19 Film Conversion Project
- I. Resolution Awarding Service Agreements, Hardware, Software and Staffing for the Focused Deterrence Reentry Program
- J. Resolution Awarding the Purchase of a Used Tractor and a Boom Mower
- K. Resolution Awarding the Purchase of a New Vehicle for Court Services
- L. Resolution Awarding the Purchase of a Truck and Snow Plow for Facilities
- M. Resolution Authorizing Settlement of Litigation (William R. Duncan, as Administrator of the Estate of Victoria A. Duncan, Deceased v. The County of Winnebago, d/b/a River Bluff Nursing Home, et al.)

- N. Budget Amendment Sheriff's Office
- O. Annual Appropriation Ordinance
- P. An Ordinance Amending Sections of the Chapter 2 of the County Code of Ordinances
- Q. An Ordinance Establishing Civil Fees, Criminal, and Traffic Assessments to be Charged by the Circuit Clerk
- R. Other Matters
- S. Adjournment



# Ordinance Executive Summary

**Prepared By:** Tom Hodges

**Committee:** Finance

**Committee Date:** 09/02/2021

**Ordinance Title:** Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property Tax Code, 35 ILCS 200/15-178

**County Code:**

**Finance Committee Date:** 09/02/2021

**Board Meeting Date:** 09/09/2021

## Budget Information:

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

**Background Information:** Public Act 102-0175 amends the Illinois Property Tax Code to create two types of Preferential Assessments for the new construction or rehabilitation of low income rental properties which have seven or more units. This bill was created specifically for Cook County while allowing other counties to opt-out through a majority vote by their respective County Board. Counties which do initially opt-out may subsequently opt back in at a later date if they so choose.

**Recommendation:** It is the recommendation of the Winnebago County Supervisor of Assessments that Winnebago County opt-out of the provisions of 35 ILCS 200/15-178 for the following reasons:

- This bill was clearly written for Cook County (Cook County is repeatedly mentioned by name in the text) and by opting out, the County Board retains control of incentivizing new development at the local level instead of being required to defer to state law. By design, the County may opt back in at a later date if it so chooses.
- Any reduction in taxable value to one property results in a corresponding increase in property taxes for other properties within that jurisdiction.
- County Assessor's offices throughout the state, including Winnebago County are not currently constructed to administer this program and are unable to readily absorb the significant costs that may be involved.

**Legal Review:** The Chief of the Civil Bureau for the Winnebago County State's Attorney's office, Lafakeria Vaughn, reviewed and revised the proposed ordinance on 08/26/2021.

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

2021 CO \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**ORDINANCE TO OPT-OUT OF PREFERENTIAL  
ASSESSMENT FOR AFFORDABLE RENTAL  
HOUSING CONSTRUCTION AND  
REHABILITATION PURSUANT TO PROPERTY  
TAX CODE, 35 ILCS 200/15-178**

WHEREAS, the Illinois General Assembly passed Public Act 102-0175, which amended the Property Tax Code (35 ILCS 200/15-178) by providing for a preferential assessment for low-income housing; and

WHEREAS, the reduction of taxable value for one property results in a corresponding increase in property taxes for all other taxpayers in a jurisdiction; and

WHEREAS, the Winnebago County Supervisor of Assessments has advised the Finance Committee and the County Board that the implementation of this program by the County of Winnebago, Illinois would require significant financial resources to administer; and

WHEREAS, the preferential assessment is designed for a property in Cook County, Illinois but is applicable to all counties in Illinois; and

WHEREAS, the Property Tax Code, 35 ILCS 200/15-178 (b) provides that: “Any county with less than 3,000,000 inhabitants may decide not to implement one or both of the special assessment programs defined in subparagraph (1) of subsection (c) of this Section and subparagraph (2) of subsection (c) of this Section upon passage of an ordinance by a majority vote of the county board; and

WHEREAS, the Property Tax Code, 35 ILCS 200/15-178 (b) further provides that “Subsequent to a vote to opt out of this special assessment program, any county with less than 3,000,000 inhabitants may decide to implement one or both of the special assessment programs defined in subparagraph (1) of subsection (c) of this Section and subparagraph (2) of subsection (c) of this Section upon passage of an ordinance by a majority vote of the county board; and

WHEREAS, the Finance Committee and the County Board finds it is in the best interests of the citizens of Winnebago County, Illinois to opt-out of the special assessment programs and the provisions of 35 ILCS 200/15-178.



NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois does hereby opt-out of the special assessment programs and the provisions of 35 ILCS 200/15-178.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Ordinance upon its adoption to the Winnebago County Supervisor of Assessments and the County Treasurer.

**Respectfully submitted,**  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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Jaime Salgado, Chairman

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Jaime Salgado, Chairman

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Steve Schultz

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Steve Schultz

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John Butitta

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John Butitta

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Paul Arena

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Paul Arena

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Joe Hoffman

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Joe Hoffman

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

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

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

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

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Joseph Chiarelli, 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



## Resolution Executive Summary

**Prepared By:** Department of Information Technology  
**Committee:** Finance Committee  
**Committee Date:** 9/2/2021  
**Resolution Title:** Resolution Awarding a PointClickCare Technology Agreement for River Bluff Nursing Home with Support Technology Improvements and Labor  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** 9/9/2021

**Budget Information:**

<b>Was item budgeted?</b> Yes, in ARP	<b>Appropriation Amount:</b> \$297,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 61300-43167-RP002	<b>Budget Impact:</b> in ARP

**Background Information:** It is the objective of the County Administrator to enhance revenue, reduce liability and gain State compliance (Electronic Medical Records as an example) at the River Bluff Nursing Home. To this end: RBNH must expand the use of PointClickCare (a cloud-based software that assists with managing the resident experience from admission to disposition); enhance technology; and obtain labor that is health care and technology qualified.

**Recommendation:** To achieve the goals outlined in the “Background Information” section of this summary, it is recommended to: 1) expand the licensing and use of Point Click Care; 2) enhance technology on medication carts; enhance wireless networking and enhance or replace other information technology assets; and 3) add an experienced health care / technology enabled labor asset to plan, lead, organize and control the deployment of Point Click Care.

**Contract/Agreement:** County to execute the PointClickCare agreements (see Resolution Exhibit A and B) which contains a 30-day out clause. PointClickCare’s monthly rate is \$10,391.88. The Professional Services portion of the agreement is a one-time charge of \$11,700 for the initial setup and training services at River Bluff Nursing Home. There is a one-time Medication Management Integration charge of \$3,500. There is a one-time cost for professional services including consulting and implementation services of up to \$20,098. There is a one-time equipment purchase with ARP funds of \$62,000 and an annual staffing cost of \$75,000.

**Legal Review:** Yes – legal review was completed and the recommendations incorporated.

**Baker Tilly Review:** Project passed Baker Tilly’s ARP compliance review.

**Follow-up:** Purchasing Department will proceed with having the agreement executed.

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

Sponsored by: Jaime Salgado

Submitted by: Finance Committee

2021 CR

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**RESOLUTION AWARDING A POINTCLICKCARE TECHNOLOGY AGREEMENT FOR  
RIVER BLUFF NURSING HOME WITH SUPPORT TECHNOLOGY IMPROVEMENTS AND LABOR**

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**WHEREAS**, current River Bluff Nursing Home vendor, PointClickCare is being used and there is a need for additional modules that will enhance services and will modernize record management; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreements from PointClickCare Technologies Inc., Resolution Exhibits A & B, received for the aforementioned service and recommends awarding agreements; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**61300-43167-RP002**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, agreements in substantially the same form as that attached hereto as Resolution Exhibit A and B with POINTCLICKCARE TECHNOLOGIES INC., 5570 EXPLORER DRIVE, MISSISSAUGA, ONTARIO, CANADA, L4W0C4, in the dollar amount of One Hundred Twenty-Four Thousand, Seven Hundred and Two Dollars and Fifty-Six Cents (\$124,702.56) for the system and a one-time charge of Eleven Thousand Seven Hundred Dollars (\$11,700.00) for setup and training and a one-time charge of Thirty-Five Hundred Dollars (\$3,500.00) for Integrated Medication Management, staffing costs of Seventy-Five Thousand Dollars (\$75,000.00), professional services of consulting and implementation services of up to Twenty Thousand and Ninety-Eight Dollars (\$20,098.00) and a one-time equipment purchase amount of up to Sixty-Two Thousand Dollars (\$62,000.00).

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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JAIME SALGADO, CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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

\_\_\_\_\_  
PAULA ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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

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

\_\_\_\_\_  
KEITH MC DONALD

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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

## RESOLUTION EXHIBIT A

**Proposal for:**

River Bluff Nursing Home

**Aug 10, 2021**

**Prepared by:**

Garrett MacMillan

(705) 229-6061

garrett.macmillan@pointclickcare.com



# About PointClickCare

PointClickCare is the electronic health record (EHR) platform of choice for the long-term post-acute (LTPAC) market, helping healthcare providers meet the challenges of senior care by enabling them to achieve the business results that matter – enriching the lives of residents, improving financial and operational health, and mitigating risk. The combination of PointClickCare's intuitive cloud-based software and value-driven implementation model enables senior care providers of all sizes, from single independent homes to the largest multi-facility providers, to deliver a higher standard of healthcare while experiencing superior financial performance. Over 16,000 long-term post-acute care providers throughout North America have chosen to trust their business to PointClickCare.

PointClickCare recognizes that the needs of the LTPAC industry are evolving, and as such continues to reinvest a significant proportion of its annual revenue into ongoing technology research and development. We recruit the best Information Technology (IT) talent available, while hiring industry subject matter experts who have diverse and extensive backgrounds in all facets of the long-term post-acute care market. You can be assured we will always remain well ahead of the curve in terms of technology trends, customer experience, ease-of-use and compliance requirements, enabling you to focus on the health of your business, your staff and your residents, rather than the technology you're using.

Our platform currently holds more than 1.2 million active resident records and is supported by a robust infrastructure that has the capacity to process large volumes of transactions, which enables our users to safely and efficiently submit millions of assessments annually. Our commitment to our customers' success is evidenced by a lifetime retention rate of over 98%. Both our corporate values and subscription-based business model support our mission to earn our customers' business every day.

We know that organizations can derive a lot of value through direct collaboration and interaction with their peers. At PointClickCare, we offer our customers multiple avenues to engage with peers to discuss ideas, best practices, and share thoughts about what's happening in the industry through local and online user groups, our online customer community, and our annual user conference, PointClickCare SUMMIT ([www.pointclickcaresummit.com](http://www.pointclickcaresummit.com)).

Our continuously expanding network of partners offers both broad knowledge and expertise, as well as the flexibility to work with a variety of leading technology, consulting and software companies as your needs grow and change. Partners will enhance the value of your investment in PointClickCare so that you can provide optimum levels of support to your residents and staff, while strengthening the health of your business.

Our goal is to improve healthcare by helping providers work better together. We are pleased that you have taken the first step to joining us in this important mission.

5570 Explorer Drive  
Mississauga, ON  
L4W 0C4  
[www.pointclickcare.com](http://www.pointclickcare.com)

Prepared For: Patricia McDiarmid

**Account Number:** 1189175  
**Quote Number:** Q-30923  
**Date:** Aug 10, 2021  
**Start Date:** Nov 01, 2021  
**Billing Frequency:** 1

**Professional Services Billing Frequency:** 6 equal invoices over 6 months

**Project Commencement Date:**  
**Expires On:** Sep 30, 2021  
**Sales Rep:** Garrett MacMillan

## Summary

### Monthly Subscription Amount

Location	Amount
River Bluff Nursing Home - Skilled Nursing - rbnh-1	\$ 10,391.88
Monthly Subscription Fees Total:	\$10,391.88

### One Time Professional Services Fees

Professional Services Net Change: \$ 11,700.00

## Subscription Detail by Location

River Bluff Nursing Home - Skilled Nursing - rbnh-1

Product	Quantity	Billing Period	Net Monthly Rate	Monthly Amount
Data Relay	304	11/1/2021	\$0.8484	\$ 257.91
Eligibility Verification -Subscription Fee	304	11/1/2021	\$1.9740	\$ 600.10
General Ledger/Accounts Payable	304	11/1/2021	\$2.8224	\$ 858.01
Laboratory & Radiology Integrated Results'	304	11/1/2021	\$1.9740	\$ 600.10
Performance Insights	304	11/1/2021	\$5.1240	\$ 1,557.70
Skilled Nursing Elements	-304	10/31/2021	\$11.8818	-\$ 3,612.07
Skilled Nursing Prestige v2	304	11/1/2021	\$29.9880	\$ 9,116.35
Skin and Wound	304	11/1/2021	\$3.3348	\$ 1,013.78
Net Change:				\$10,391.88

## Packaged Professional Services – One Time Fees

Product / Service	Quantity	Billing Period	Amount
Configuration/Training – SN/CCRC/HH	130		\$ 11,700.00
Net Change:			\$11,700.00

### Notes:

\*Lab and Rad to be PCC Certified

### Terms:

- Contract: This Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement including the Professional Services Addendum. This Quote/Order Form is not an invoice. Customer will receive monthly invoices during the subscription term.
- Start Date for Billing. Notwithstanding anything to the contrary in this Quote/Order Form, the Agreement or any associated Addenda, Customer acknowledges and agrees the Billing Start Date shall be effective the date noted above under the Billing Period column (the "Billing Start Date").



Strictly with respect to subscription services, in the event a facility implements and activates PointClickCare software for a facility two (2) months or earlier from the Billing Start Date for the facility, the start date for billing fees for the facility shall commence no later than the first day of the month following the 60th day after implementation or activation (the "Early Billing Start Date"). For avoidance of doubt, if the Billing Start Date for a facility is August 01 and the implementation is completed by April 01, billing shall commence no later than June 01 as a result of the prompt completion of the implementation which shall be deemed the Early Billing Start Date.

In the absence of a Billing Start Date, the following shall apply:

- a) Core Subscription: In respect of each Customer facility, the first day of the month following the import of Customer Data into PointClickCare's systems.
  - b) Additional Module(s): In respect of each Customer facility, the first day of the month following activation of such modules.
  - c) Professional Services Fees: Professional Services Fees set out in this Quote/Order Form are due within 30 days of the date this Quote/Order Form is signed **unless** a 'Professional Services Billing Frequency' is set out above.
3. Customer is responsible for providing and ensuring Customer's committed participation of resources in the implementation for a successful implementation. PointClickCare shall have no liability to you to the extent requirements of the Subscription Order are not completed within any specific time periods due to the acts or omission by you or any factors outside PointClickCare's reasonable control.
  4. Quote Validity Period (if applicable). This Quote/Order Form must be signed and returned to PointClickCare in advance of the Expiry Date noted above. Upon expiration, the then current pricing shall be applied, and a new Quote/Order Form shall be generated upon request.
  5. Taxes: All prices exclude federal and state or provincial sales, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.
  6. Project/Services Documentation: This Quote/Order Form sets out the summary of all of the Professional Services to be provided by PointClickCare to Customer. Details of the services, including any timelines, methodologies, resource allocations, etc. will be provided by means of one or more Statements of Work and/or project planning documents to be developed by PointClickCare and approved by Customer. All project coordination, implementation and data services are provided by PointClickCare consultants online and over the telephone. Onsite services are available upon request and quoted separately.
  7. Cancellation: Training sessions may be cancelled or rescheduled with a minimum of 24 hours' prior written notice or are chargeable at their normal rate.

Please fax signed quotes to 1-800-716-0995 or scan and email to [sales@pointclickcare.com](mailto:sales@pointclickcare.com).

**POINTCLICKCARE TECHNOLOGIES INC.**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I have authority to bind this company.

**For Customer: County of Winnebago, Illinois dba River Bluff  
Nursing Home**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I have authority to bind this company.

Product Details	
Product Name	Product Description
Skilled Nursing Elements	The Skilled Nursing Elements package includes: Core System Components (Application Configuration, Census Management, Communications Dashboard, Multi-site Database Management, User Account Management/Security, User Defined Fields), Core Clinical Components (Allergies, Care Plans, Immunizations, Incident Reports, MDS 3.0 Management, Medical Diagnoses, Order Management, Progress Notes, Standard Assessments, Weights & Vitals), Core Revenue Cycle Components (Basic Claims Management Submission, Billing/AR, Collections, Trust Accounts), Shared Training db/Sandbox, 1GB Data Storage per Org.
Performance Insights	Performance Insights is a dashboard driven, interactive, unified visual analytical tool focusing on in-building or organizational performance.
Skin and Wound	A subscription fee for the Skin and Wound Module
Laboratory & Radiology Integrated Results'	A subscription fee for the Integrated Results Tracking module
Eligibility Verification -Subscription Fee	Eligibility Verification is a fully integrated solution that automatically verifies insurance eligibility real-time when insurance information is added/updated, and displays benefit information back to the user. In addition, it provides automated weekly and monthly reviews of all residents to identify non-covered residents.
Skilled Nursing Prestige v2	The Skilled Nursing Prestige v2 package includes: Core System Components (Application Configuration, Census Management, Communications Dashboard, Multi-site Database Management, User Account Management/Security, User Defined Fields), Core Clinical Components (Allergies, Care Plans, Immunizations, Incident Reports, MDS 3.0 Management, Medical Diagnoses, Order Management, Progress Notes, Standard Assessments, Weights & Vitals), Core Revenue Cycle Components (Basic Claims Management Submission, Billing/AR, Collections, Trust Accounts), Shared Training db/Sandbox, 1GB Data Storage per Org. Modules Included: CRM, Document Manager, eINTERACT, eMAR (non-pharmacy integration), Integrated Direct Messaging, Nursing Advantage, POC, Practitioner Engagement, Vendor Integration 5-Pack, IAM-SSO
Data Relay	Data Relay includes: - FTP access to copy of resident database - Data Dictionary - a guide to accessing the data
General Ledger/Accounts Payable	General Ledger, Accounts Payable
Configuration/Training – SN/CCRC/HH	See attached Statement of Work (SOW) for details.

THIS INTEROPERABILITY AND POPULATION HEALTH ADDENDUM TO MSA (this “**Addendum**”) is an addendum to the Master Subscription Agreement (or other agreement of similar subject matter and/or title) (“**MSA**”) between PointClickCare Technologies Inc. (“**PointClickCare**”) and the undersigned Customer (“**Customer**”) pursuant to which Customer may subscribe for the use of any one or more of PointClickCare’s services that are designed to support interoperability and/or population health initiatives (the “**Applicable Services**”). Capitalized terms used but not defined in this Addendum shall have the meanings set out in the MSA. This Addendum is required to be signed by customers who wish to subscribe for one or more of the Applicable Services offered by PointClickCare. The terms herein shall apply to any and all Applicable Services which Customer subscribes for or agrees to, currently or in future. For greater clarification, the specific Applicable Service or Services which shall be provided to Customer at any given time, and to which the terms of this Addendum shall apply, shall be those: (i) set forth in one or more line items in a sales quote, order form and/or invoice that has been signed or otherwise accepted by Customer; (ii) agreed to in any data sharing authorization(s) signed by Customer; (iii) approved by Customer within the Applicable Services themselves, regarding the sharing of data with one or more specified entities and/or the use of the Applicable Service; and/or (iv) otherwise agreed to by Customer including, but not limited to, by agreeing to opt-in to an Applicable Service or by providing PointClickCare with another form of authorization to provide Customer with an Applicable Service.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail. In the event of conflict between this Addendum and a Business Associate Agreement (or equivalent Canadian contract), the terms and conditions of this Addendum shall prevail. If Customer has entered into any of the following, this Addendum replaces the following agreements (or other agreements of similar subject matter and/or title):

- (i) Addendum to MSA: Harmony
- (ii) Pilot Participation Agreement for Clinical Data Exchange and/or patient insights
- (iii) Early Access Agreement for Clinical Data Exchange and/or Market Insights
- (iv) Addendum to MSA: Analytics (U.S.A.)
- (v) Addendum to MSA: Analytics (Canada)
- (vi) Population Health & Care Management Addendum for U.S. Pilot Customers
- (vii) Addendum to MSA: Care Content – Powered by COMS
- (viii) COMS Interactive, LLC – Application Services Terms and Conditions – Addendum 1
- (ix) COMS Interactive, LLC – Application Services Terms and Conditions – Schedule A

### Purpose of the Applicable Services

The Applicable Services are intended to assist Customer and other health care providers with a myriad of challenges that exist in today’s changing healthcare environment. Through its provision of the Applicable Services, PointClickCare is intent on empowering providers to: improve care quality and outcomes; reduce risks, costs, avoidable readmissions and time spent building care plans; ensure seamless transitions between different levels of care; strengthen continuity of care and care coordination; exchange information and insights to collaborate with practitioners along the continuum of care; build strong Preferred Provider Networks (groups of long-term post-acute care [“**LTPAC**”] providers <sup>1</sup> deemed by an acute care provider to be primary destinations for referrals, also referred to as “**PPNs**”); and, increase financial outcomes by improving providers’ reputations.

The Applicable Services for which Customer can subscribe include, but are not limited to:

- (i) Clinical Data Exchange (“**CDX**”) – The CDX platform bridges gaps in care by providing hospitals and other risk-bearing entities the ability to coordinate care with their LTPAC providers and/or home health agencies through a range of interoperability tools. The solution supports effective clinical decision making across the care continuum by providing bi-directional exchange of clinical data to facilitate optimal transitions of care, locate patients, provide access to key information during a patient’s episode and identify how best to partner with LTPAC facilities and home health agencies (as applicable) in their provision of care while reducing errors and redundancies.
- (ii) Market Insights <sup>2</sup> – The Market Insights solution supports LTPAC facilities and/or home health agencies in building strong PPN relationships by optimizing resident <sup>3</sup> care and facility performance for higher-risk populations and communicating performance data and analytics to acute partners. Through optimized insights, quality metrics and resident-centered

<sup>1</sup> LTPAC providers may include skilled nursing facilities, assisted living facilities, independent living facilities, and memory care facilities.

<sup>2</sup> Market Insights and Performance Insights (discussed below) may jointly be referred to as “PointClickCare Insights.”

<sup>3</sup> In certain healthcare settings, the term “resident” may be replaced by “patient” or “individual.”

analytics, providers can reduce avoidable readmissions and emergency department visits while achieving enhanced care coordination and high-quality performance outcomes, in order to improve referrals and gain or retain placement in a PPN.

- (iii) Clinical Standard Content – The Clinical Standard Content is a standard set of tools including a care plan library, assessments, and alerts, which may be used without the need for Customer-specific configuration (thereby reducing provider's resources spent on development and upkeep of customized plans, assessments and alert libraries). This package is built from an extensive care library which references over 20 years of research and customer data.
- (iv) Nursing Advantage – The Nursing Advantage feature is an evidence- and protocol-based tool set, which follows a nurse's workflow and can be used, without Customer-specific configuration, to improve the health and well-being of residents.
- (v) Performance Insights <sup>4</sup> – The Performance Insights solution is a dashboard-driven, interactive, unified, visual analytical tool that analyzes data points across the PointClickCare data spectrum. It focuses on facility or organization performance in areas such as compliance, quality, readmissions, financial measures, referrals and clinical/care insights. This solution enables providers to access deep clinical insights related to individual resident status/progress and individual and collective care team performance. These insights enable providers to manage and deliver quality care and provide clear evidence of their value to referral partners.

### Customer's Acknowledgments and Agreements

1. **PHI-Specific Provisions.** Customer understands, acknowledges, and agrees that, in order for PointClickCare to support, maintain, enhance and add new features to the Applicable Services, PointClickCare needs the ability to: (i) de-identify <sup>5</sup> the Protected Health Information (also known as Personal Health Information, Health Information, or Personal Information [relating to the mental or physical health of individuals] in certain Canadian jurisdictions) ("**PHI**") of Customer's residents; (ii) aggregate data derived from the PHI of Customer's residents; and, (iii) store a copy of the PHI of Customer's residents in a separate environment (i.e., outside of Customer's database) under PointClickCare's control (for greater clarification, no customers shall have access to any such environment) where such data shall reside in a data pool, so it can be used in conjunction with copies of the PHI of other customers' residents (e.g., for benchmarking purposes). Accordingly:
  - a) **[Applicable to US Customers Only]** Customer hereby agrees to the following provisions. Customer further agrees that any Business Associate Agreement ("**BAA**") which has been entered into between the Parties shall be deemed to include the following provisions (if such BAA does not already have these provisions) and that any language to the contrary in such BAA no longer shall have effect:
    - (i) **Uses and Disclosures for Management and Administration.** Business Associate also may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, Business Associate must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to notify Business Associate promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, Business Associate may permit access to the system by Business Associate's contracted system developers under appropriate confidentiality agreements.
    - (ii) **Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses.** Business Associate may use PHI to provide data aggregation services to Covered Entity, and may disclose aggregated data derived from PHI, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) and defined by 45 C.F.R. §164.501. Covered Entity acknowledges and affirms that the "Applicable Services" described in the Interoperability and Population Health Addendum to MSA, as signed by Covered Entity, are services that "permit data analyses that relate to the health care operations of [Covered Entity]" (see 45 C.F.R. §164.501). Business Associate may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the Service Agreement or for Business Associate's own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or

<sup>4</sup> Performance Insights and Market Insights (discussed above) may jointly be referred to as "PointClickCare Insights."

<sup>5</sup> De-identified health information is referred to as "non-identifying" health information in certain Canadian jurisdictions.

regulations, or under the Service Agreement or this BAA. Business Associate may use PHI to de-identify the PHI in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c). Business Associate may create Limited Data Sets (“LDS”) from PHI. Business Associate may disclose the LDS for any purpose allowable by applicable law, rule and/or regulation. Business Associate will require the recipient of the LDS to enter into a Data Use Agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. Business Associate may use (but not disclose) PHI to identify patients/residents of Covered Entity who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Covered Entity’s professional medical judgment regarding the appropriateness of said programs for a patient/resident. Business Associate may receive remuneration in connection with presenting Covered Entity with patients’/residents’ eligibility for said programs. Business Associate may incorporate information received by Covered Entity’s authorized services providers, Business Associate’s third-party associates, or other covered entities (including their business associates) who are providing or paying for services for one or more of Covered Entity’s patients/residents, into the services provided by Business Associate.

It is further acknowledged and agreed that, without the rights conferred in this Section 6, Business Associate would have to create a custom solution for Covered Entity, at significant additional cost, and that Business Associate would not have agreed to or entered into the Service Agreement or this BAA. All rights, title and interest in and to any de-identified data, aggregated data, LDS data, or other data created by Business Associate is the exclusive property of Business Associate, which may use, disclose, market, license and sell such data for any legally allowable purpose, and without restriction. In many instances, such data is no longer PHI and is no longer subject to HIPAA. Further, it is explicitly acknowledged that Business Associate may receive any allowable remuneration in connection with the same.

- (iii) Access, Use or Disclosure of Data outside the United States. PointClickCare may store, access, use or disclose the PHI of Customer’s residents within the United States and/or Canada.
- b) **[Applicable to Canadian Customers Only]** In order to facilitate the use of data derived from PHI, Customer hereby agrees to the following provisions. Customer further agrees that any agreement which has been entered into between the Parties regarding the rights and obligations of the Parties with respect to PHI shall be deemed to include the following provisions (if such agreement does not already have these provisions) and that any language to the contrary in such agreement no longer shall have effect:
  - (i) Uses and Disclosures for Management and Administration. PointClickCare may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If PointClickCare discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, PointClickCare must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to notify PointClickCare promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, PointClickCare may permit access to the system by PointClickCare’s contracted system developers under appropriate confidentiality agreements.
  - (ii) Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses. PointClickCare may use PHI and disclose aggregated data derived from PHI to provide data aggregation services. PointClickCare may use PHI to create de-identified or non-identifying health information. Customer acknowledges and affirms that the “Applicable Services” described in the Interoperability and Population Health Addendum to MSA, as signed by Customer, are services that permit data analyses that relate to the health care operations of Customer. PointClickCare may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the Service Agreement or for PointClickCare’s own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or regulations, or under the Service Agreement or this agreement. PointClickCare may create Limited Data Sets (“LDS”) from PHI. PointClickCare may disclose the LDS for any purpose allowable by applicable law, rule and/or regulation. PointClickCare will require the recipient of

the LDS to enter into a Data Use Agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. PointClickCare may use (but not disclose) PHI to identify patients/residents of Customer who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Customer's professional medical judgment regarding the appropriateness of said programs for a patient/resident. PointClickCare may receive remuneration in connection with presenting Customer with patients'/residents' eligibility for said programs. PointClickCare may incorporate information received by Customer's authorized services providers, PointClickCare's third-party associates, of other providers (including their contractors) who are providing or paying for services for one or more of Customer's patients/residents, into the services provided by PointClickCare.

It is further acknowledged and agreed that, without the rights conferred in this Section, PointClickCare would have to create a custom solution for Customer, at significant additional cost, and that PointClickCare would not have agreed to or entered into the Service Agreement or this BAA. All rights, title and interest in and to any de-identified data, aggregated data, LDS data, or other data created by PointClickCare is the exclusive property of PointClickCare, which may use, disclose, market, license and sell such data for any legally allowable purpose, and without restriction. In many instances, such data is no longer PHI and is no longer subject to laws governing PHI. Further, it is explicitly acknowledged that PointClickCare may receive any allowable remuneration in connection with the same.

(iii) Storage, Access, Use or Disclosure of Data outside the Province. PointClickCare may store, access, use or disclose the PHI of Customer's residents within Canada or the United States.

- c) **[Applicable to Alberta Customers Only] Disclosure outside the Province.** Customer hereby confirms that the MSA and/or any Information Manager Agreement ("IMA") signed between the Parties meets all the legal requirements set forth in Section 8(4) of the Health Information Regulation (Alberta Regulation 70/2001) with respect to the provisions which must be included in a written agreement before a custodian (Customer) may share health information with a person (PointClickCare) who will be storing, using or disclosing the information outside of Alberta.
- d) **[Applicable to British Columbia Public Sector Customers Only] Personal Information Stored in and/or Accessed from Foreign Jurisdiction.** Customer hereby confirms that it is in compliance with Section 30.1 of the Freedom of Information and Protection of Privacy Act (RSBC 1996, c. 165), because its standard resident consent form expressly informs individuals that their personal information, which will be collected by Customer in the course of providing health care services, may be stored in and/or accessed from a jurisdiction outside of Canada.
- e) **[Applicable to Newfoundland & Labrador Customers Only] Storage, Use and Disclosure outside the Province.** Customer hereby confirms that it is in compliance with Section 13 of the Personal Health Information Act (SNL 2008, c. P-7.01) ("**PHIA**") because it has established and implemented information policies and procedures, which include provisions to protect the confidentiality of PHI that will be stored or used in a jurisdiction outside the province or that is to be disclosed to a person in another jurisdiction. Customer also confirms that it is in compliance with section 47(1) of the PHIA, because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer's residents.
- f) **[Applicable to Nova Scotia Customers Only] Disclosure outside the Province.** Customer hereby confirms that it is in compliance with section 44(1) of the Personal Health Information Act (SNS 2010, c. 41), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer's residents.
- g) **[Applicable to Ontario Customers Only] Disclosure outside the Province.** Customer hereby confirms that it is in compliance with section 50(1) of the Personal Health Information Protection Act (SO 2004, c. 3, Sch. A), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support



services such as the Applicable Services; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer's residents.

- h) **[Applicable to Prince Edward Island Customers Only] Disclosure outside the Province.** Customer hereby confirms that it is in compliance with section 35 of the Health Information Act (RSPEI 1988, c. H-1.41) ("**HIA**"), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; (ii) as set forth in Section 23(7) of the HIA, the disclosure is necessary for the provision of healthcare to Customer's residents; (iii) as set forth in Section 27(13)(d) of the HIA, the disclosure is for the purpose of delivering, evaluating or monitoring a program of the Customer that relates to the provision of health care or the payment for healthcare; (iv) as set forth in Section 27(13)(e) of the HIA, the disclosure is for the purpose of review and planning necessary for the provision of health care by another "custodian" (as defined in Section 1 of the HIA) to Customer's residents; (v) as set forth in Section 27(13)(f) of the HIA, the disclosure is to an information manager in accordance with the HIA; and/or (vi) as set forth in Section 27(13)(g) of the HIA, the disclosure is to a person who requires the personal health information to carry out an audit and/or to provide legal services, error management services, risk management services, peer reviews and/or quality improvement services to the Customer.
2. **Prohibited Actions.** Customer shall not, and shall ensure Users do not: (i) make the Applicable Services or any other PointClickCare service available to anyone other than Users; (ii) sell, resell, lease, timeshare or transfer the Applicable Services or any other PointClickCare service; (iii) use the Applicable Services or any other PointClickCare service to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any of the following: (a) malicious code, (b) illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable information or communications, (c) content or Data which would falsely represent Customer's or any User's identity or qualifications, (d) content or Data which constitutes a breach of any individual's privacy, (e) advertisements or any other unsolicited communications, or (f) any information, software, or content which is not legally Customer's and may infringe the rights of any person, including intellectual property rights; (iv) interfere with, or disrupt the integrity or performance of, the Applicable Services, any other PointClickCare service, or third-party Data; (v) attempt to gain access to any other entity's services, or systems, networks, or related Data which Customer does not have a legal right to access; (vi) copy, duplicate, reproduce, frame, or mirror any part of the Applicable Services or any other PointClickCare service, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes (for greater clarification, a customer may use information accessed via PointClickCare's Data Relay feature (formerly known as RRDB) or any other PointClickCare service internally but may not share such information with any third party, including but not limited to a health information technology company [or an affiliate, agent, or consultant thereof] or a company that has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system that is in any way competitive with the Applicable Services or any other PointClickCare service); (vii) derive specifications from, modify, decompile, de-construct reverse engineer, translate, record or create any derivative works based on the Applicable Services or any other PointClickCare service; (viii) access the Applicable Services or any other PointClickCare service if Customer is a health information technology company (or an affiliate, agent, or consultant thereof) or otherwise has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system in any way competitive with the Applicable Services or any other PointClickCare service; (ix) copy any features, functions, or graphics of the Applicable Services or any other PointClickCare service; (x) access or allow any employee, contractor or agent to access the Applicable Services or any other PointClickCare service, with, for example, any automated or other process such as screen scraping (also known as web scraping or data scraping), by using robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, modifying data, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose; or (xi) access the Applicable Services or any other PointClickCare service in such a way that adversely impacts the performance of the Applicable Services or any other PointClickCare service.
3. **Recommended and Requisite Actions.** Customer shall comply in frequency, timeliness, completeness, and accuracy in executing the recommended and/or requisite processes and components related to any of the Applicable Services. This includes but is not limited to – with respect to Clinical Standard Content, Nursing Advantage and Performance Insights – assessments and clinical documentation, supervisory review and quality assurance, documentation of outcomes, and providing pre-implementation benchmark data. Customer's failure to comply shall void all warranties and guarantees of PointClickCare with respect to the Clinical Standard Content, Nursing Advantage and Performance Insights. Customer's failure to comply with other recommended and/or requisite processes and components of other Applicable Services shall void all warranties and guarantees of PointClickCare with respect to such other Applicable Services.



4. **Clinical Responsibilities.** Customer acknowledges that deployment of any Applicable Service or other PointClickCare service in no way replaces or diminishes the role of a physician and/or a clinical team, nor does any Applicable Service or other PointClickCare service replace appropriate medical assessments, decision making or treatment.
5. **Indemnification.** Customer, and not PointClickCare, shall be fully responsible for any uses made of the Applicable Services or any other PointClickCare service by Customer, its agents, employees and representatives, and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon. PointClickCare is not a health care provider and does not provide medical advice. Therefore, with regard to any third-party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer's or its affiliates' access to or use of the Applicable Services (or any other PointClickCare service) or delivery of medical care (a "**Medical Claim**"), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare's services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS, AND TO THE EXTENT THAT, SUCH CLAIMS RESULT FROM NEGLIGENT ACTS OR OMISSIONS BY POINTCLICKCARE (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS).
6. **Insurance.** Customer shall maintain, at no cost to PointClickCare, insurance coverage (including medical malpractice coverage) as is usually carried by LTPAC entities and/or home health agencies of the type and size of Customer, which shall cover the terms of this Addendum and the MSA, with limits commercially reasonable in connection with Customer's facilities, Customer's Data, and Customer's provision of health care services to Customer's residents, so that such coverage shall be available in the event of a claim by any of Customer's Users or resident(s) (or their representatives or estates) against PointClickCare.
7. **Hold Harmless.** Customer acknowledges that it is inherent in the nature of the Applicable Services that the PHI of an individual can neither be omitted nor deleted from the central data pool referred to in Section 1 of this Addendum. Customer agrees that it is solely responsible for obtaining all necessary consents to ensure that every applicable individual's data may be included in a data pool. If Customer fails to obtain adequate consent, Customer shall hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result from using or disclosing said individual's PHI in relation to the Applicable Services data pool. Customer further acknowledges that, if Customer grants an individual's request to omit or delete his/her data from the data pool, the only way for PointClickCare to honor that request would be to remove the copy of Customer's entire database from the pool, and Customer would no longer be able to use the Applicable Services. In such an event, Customer shall hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result from Customer's inability to continue using the Applicable Services.
8. **Limitation on Filing Claims.** No claim against PointClickCare of any kind, under any circumstances, whether in relation to the Applicable Services or any other PointClickCare service, shall/may be filed more than one year after Customer knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of PointClickCare that would give rise to such claim.
9. **Data Sharing Authorization.** The Parties acknowledge that Customer's authorization is required before PointClickCare may disclose any of Customer's resident's data to a third-party facility (such as a hospital). Where the disclosure will be bi-directional in scope, PointClickCare may not facilitate the sharing of data until such third-party facility also has authorized the bi-directional disclosure and receipt of data. To facilitate the sharing of data, PointClickCare's standard Data Sharing Authorization document ("**DSA**") must be signed by Customer and/or Customer must provide authorization within the Applicable Services themselves. The Parties agree that: (i) Customer's DSA may be amended at any time by Customer and that the version with the most recent date, signed by Customer, shall be the effective version ("**Effective DSA**") upon which PointClickCare can rely for the purposes of sharing data; (ii) where authorization has been provided within the Applicable Services themselves, such authorization shall remain in effect until such time as Customer revokes or revises the authorization within the Applicable Services; and (iii) where there is any conflict between the authorization provided by Customer in the Effective DSA and the authorization provided by Customer in the Applicable Services, PointClickCare shall be authorized to share data pursuant to the most permissive form of authorization.

### Miscellaneous Provisions

10. **Warranty.** PointClickCare makes no warranty as to the results to be obtained from Customer's use of the Applicable Services except as expressly set forth in the MSA.
11. **Independent Contractor.** PointClickCare's relationship with Customer shall be that of an independent contractor. PointClickCare reserves the right to use third parties (who are under a covenant of confidentiality with PointClickCare), including offshore subcontractors, to assist with the Applicable Services, including any related support services, data migration, configuration, implementation and custom code development processes. In no event shall either Party be liable for the debts or obligations of the other Party. Customer shall not have any control or direction over the methods by which PointClickCare performs professional responsibilities hereunder.
12. **No Third-Party Beneficiaries.** Nothing in this Addendum shall be deemed to create any third-party beneficiary rights.
13. **Severability.** If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law or invalid or unenforceable to any extent or in any context, the offending provision shall be modified by the court and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum shall remain in effect and be severable and shall not be affected by any such determination of invalidity.
14. **No Waiver.** The failure of either Party to require the performance of any item or obligation of this Addendum, or the waiver by either Party of any breach of this Addendum, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
15. **Amendment.** This Addendum may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties.
16. **Compliance with Applicable Law.** Each Party shall perform its obligations under this Addendum in a manner that complies with applicable law. The Parties shall take such action as is necessary to amend this Addendum from time to time, in order for each Party to comply with the requirements of applicable law.
17. **No Construction Against Drafter.** Each Party to this Addendum hereby acknowledges that it has been advised of its right to engage independent legal counsel of its own selection in connection with the review and execution of this Addendum. As such, no Party hereto shall be considered to be the drafter of this Addendum or any paragraph or term hereof and no presumption shall apply to any Party as the "drafter." Each Party understands the advisability of seeking legal counsel and/or other professional advisors to review the Addendum, and has exercised its own judgment in this regard, and has relied on its own professional advisors when evaluating the propriety and legality of the Addendum and the Applicable Services provided.
18. **Headings.** The heading of any Section or subsection contained in this Addendum is for convenience only and shall not be deemed a part of this Addendum or a representation as to the contents of the same.
19. **Counterparts.** This Addendum may be executed in one or more counterparts, including by way of facsimile, pdf or other electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

By signing this Addendum, Customer acknowledges having read and understood this Addendum, including all terms and conditions. Customer's signatory below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

For POINTCLICKCARE TECHNOLOGIES INC.

**Bluff Nursing Home**

For Customer: **County of Winnebago, Illinois dba River**

*[enter name of legal entity that owns or manages Customer]*

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

I have authority to bind this company.

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

I have authority to bind this company.

These Terms and Conditions (these “Terms”) are supplemental to and form part of your Quote # **Q-30923** for the following product(s) SUB-ADD-098 - PERFORMANCE INSIGHTS (the “**Subscription Order**”) relating to your purchase of PointClickCare’s electronic health record and related cloud-based services (the “**Subscription Services**”). In the event of any conflict between these Terms and the terms in the Subscription Order(s) or Professional Services Quote, these Terms shall govern.

The Customer hereto acknowledges and agrees as follows:

1. Customer agrees to fully implement all products in the Subscription Order products within 365 days from the signature date of this amendment.
2. Failure to implement the Subscription Order products in accordance with this amendment shall result in the expiration and termination of the Subscription Order unless otherwise mutually agreed to in writing. Upon expiration, the Customer shall be required to request a new Subscription Order for products which were not implemented in the original Subscription Order.

General Terms:

3. For avoidance of doubt, in the event of such termination, the Customer shall be required pay related subscription fees up until the termination date.
4. Customer is responsible for providing and ensuring Customer’s committed participation of resources in the implementation for a successful implementation. PointClickCare shall have no liability to you to the extent requirements of the Subscription Order are not completed within time periods outlined above due to the acts or omission by you or any factors outside PointClickCare’s reasonable control.

Customer’s signatory below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

Legal Name: **County of Winnebago, Illinois dba River Bluff Nursing Home**

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

Printed

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

I have authority to bind this company.



## **Professional Services**

### **Statement of Work**

#### **River Bluff Nursing Home**

**Submitted by:**

PointClickCare Technologies Inc.  
5570 Explorer Drive  
Mississauga, Ontario  
L4W 0C4  
[www.pointclickcare.com](http://www.pointclickcare.com)

**Primary Contact:**

Jodi Leuer  
Pre-Sales Consultant  
Jodi.leuer@PointClickCare.com  
905-858-8885 X:2416

This Statement of Work (“**SOW**”) is effective as of the latest signature date (the “**SOW Effective Date**”) and is entered into between PointClickCare Technologies Inc. (“PointClickCare”) (or referred to as “**we**”) and undersigned Customer (also referred to as “**you**” or “**your**”) pursuant to the terms of the Master Subscription Agreement (or other similarly titled agreement) (the “**MSA**”) between the parties (the “**Agreement**”). In the event of a conflict between this SOW and the Agreement, the terms of the Agreement shall govern. Capitalized terms used in this SOW shall have the same meaning as in the Agreement.

## 1. Our Partnership Promise

At PointClickCare, we have learned through experience that there are critical pieces to every implementation in our partnership with our customers – they are simple and drive success. We are committed to your success and in return, we ask a few things of you. Therefore, you acknowledge and agree to the following:

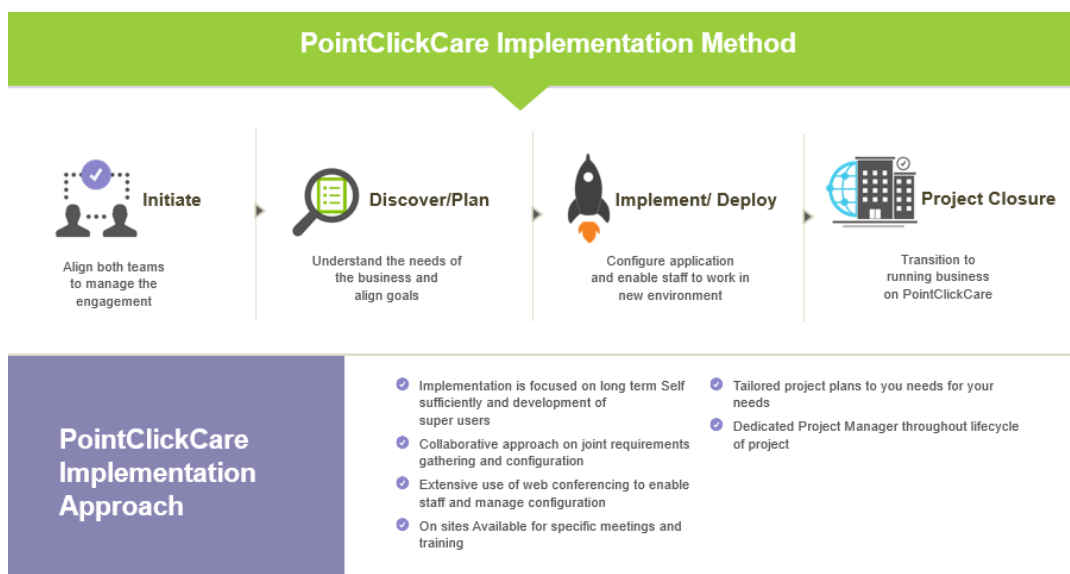
We Will	You Will
Work with your team to create a personalized implementation plan and establish exactly what we need to do together to complete the project.	Commit the resources required implement the PointClickCare software and drive changes in your organization.
Listen to you. We will be accessible and respond to you one business day.	Treat us as a trusted partner that works collaboratively with your team to help enhance operation outcomes for your organization.
Use our experiences and tools to understand your business and drive optimized outcomes.	Bring information to the project about how you want to operate in the future.
Be on time for all meetings with prepared content so your time is a worthwhile investment.	Be on time for all meetings and complete homework and follow up action items on time.
Share how we work openly and transparently.	Provide honest feedback on the project.
Provide the professional services included in this SOW.	Pay your invoices on time, in full, and in accordance with the terms of your Agreement.
Deliver professional services with a mindset of growing and developing the capabilities of our customers.	Come ready to adopt new ways of doing things and think creatively about solving problems together.
Focus on project success. We will work intensely on the 20% of activities that will deliver 80% of the results and push back on low value initiatives.	Work to achieve shared goals of success around the time and scope of the Project.
Empower you with the knowledge to have a successful implementation.	Come to the table ready to learn something new.

Treat you professionally in every interaction and work to bring out your best.

Act as a reference for your experience and the outcomes you achieve.

## 2. Implementation Methodology

### 2.1 Overview



PointClickCare recognizes that the prospect of technology implementation in the long-term care environment can be overwhelming. To be successful, customers must consider and commit to technology configuration, deployment, training, and support, all within reasonable timelines.

PointClickCare has extensive experience in understanding our customers' needs and expertise in completing successful implementations. Our implementations are delivered through a consultative, partnership-based approach that ensures we design and configure the software to meet customer's needs. To do this, we use a sequence of online, webinar/teleconference-based, 1:1 consultation meeting which are supported by electronic documentation and clear communication.

PointClickCare's phased implementation process enables long-term care providers to:

- Scope and schedule implementation phases according to their specific needs – by facility and/or community, function, or other requirements.
- Configure and set up the PointClickCare software to meet specific needs and desired outcomes of each customer; and
- Migrate critical data from existing systems to PointClickCare.

Our implementation process has been designed to be flexible enough to allow precise requirements to be properly addressed and for methods and techniques to be selected and configured as needed. The four phases and deliverables for this SOW are identified below. Unless otherwise agreed to in writing, the completion of your Project is expected to take no longer than twelve (12) months from the date the

Initiate phase is started, subject to the assumptions set forth herein. The Project will be delivered in four distinct phases, as more particularly described in Section 2.2 of this SOW. The timing and scope of each such phase will be provided in accordance with the project plan provided by your PointClickCare implementation team.

## **2.2 The Four Phases**

### **2.2.1 Phase One – Initiate**

PointClickCare's professional services team will contact you within five (5) business days after the SOW Effective Date to schedule the start of the project. Upon commencement of the Initiate phase, PointClickCare will collaborate with you to coordinate activities associated with the start of the Project. Key deliverables for the Initiate phase include, but are not limited to:

- Establishing our and your project team members.
- Providing to and reviewing with your project team the PointClickCare training materials (eLearning and/or training programs).
- Preparing and reviewing necessary inputs for the requirements of the Discover & Plan phase, such as questionnaires, samples, data inputs, etc.; and
- Conducting a project kickoff meeting for participants and sponsors.

### **2.2.2 Phase Two – Discover & Plan**

During this phase, your PointClickCare professional services team will consult with you to understand your goals, analyze workflows, understand configuration requirements, and review the data migration process to design the implementation project plan. Key deliverables for the Discover & Plan phase include:

- Detailed project plan.
- Resource requirement list; and
- List of key milestones and timelines.

### **2.2.3 Phase Three – Implement & Deploy**

The information gathered in the Discover & Plan phase will inform the configuration, setup, and training required to provide you with optimal PointClickCare software implementation. Implementation may include deployment of all or some of the PointClickCare EHR core software and will be determined by your needs identified during the Discover & Plan phase.

We employ a "train the trainer" approach to prepare Customers with the necessary skills and tools to support multi-facility and/or community implementations. Training will be delivered through scheduled, web-based training sessions and/or on-site training sessions, if you have purchased them. You may need to download free training software to support this training method.

Key deliverables for the Implement & Deploy phase include:

- Database creation
- Data migration support
- Data validation and import to the PointClickCare software (completed by you)
- Software configuration based on your requirements.
- Training



- Go Live census and billing support.
- Vendor integrations (where applicable)
- On-site training (if purchased)

## 2.2.4 Phase Four – Project Closure

The project will be closed when the first three phases and go live have been completed. Upon completion, your PointClickCare professional services team will transition you to our Customer Success and Support teams for ongoing production and expansion support needs.

## 2.3 Implementation Approach

Professional services will be delivered based on your organization and facility/community profile and will include a combination of the three approaches below:

1. **First Facility/Community** – Led by our professional services team, in consultation with you, we will configure, set up, activate, provide training, and enable your enterprise database software and first facility.
2. **Additional Facilities/Communities** – Led by our professional services team, in consultation with you, we will set up, activate, provide training, and enable your additional facilities, and integrate our ‘train the trainer’ approach to teach your staff the skills required to train staff at additional facilities. This approach includes training delivery, training shadowing, and coaching support by the PointClickCare. This approach is recommended for your second and third facilities.
3. **Facility/Community Activation/Imports/Enablement** – Led by PointClickCare’s professional services team, this approach includes deployment by us of the software as configured in First Facility/Community and training delivered by you. This approach is recommended for your fourth and any remaining facilities.

## 2.4 Milestones

The following are key milestones in the Project:

Milestone	Description
Welcome Call	An introduction for our project team and your team.
Kick-off Call	Formal project kick-off meeting to review the deliverables, scope, timelines, and expectations for the Project.
Financial Discovery	We will review your financial business processes to gather information which we will use to create your configuration and implementation plan.
Clinical Discovery	We will review your clinical business processes to gather information which we will use to create your configuration and implementation plan.

Schedule/Project Plan confirmed	We will present the implementation plan for the Project based on the information gathered in the discovery sessions.
Initial Go Live	Your transition from your existing software or paper-based process to PointClickCare.
Subsequent Go Lives	Financial: <ul style="list-style-type: none"><li>• Private Pay Resident Billing – Managing census for day-to-day operations.</li><li>• Month 2 – Medicaid/insurance billing</li><li>• Month 3 – Collections</li><li>• Clinical – Managing resident data for daily operations (i.e., weights &amp; vitals, diagnosis, immunizations).</li></ul>
Project Close Out	At the end of the project plan, we will review and confirm that your desired outcomes have been achieved and transition your relationship to our Customer Success and Customer Support teams.

### 3. Term and Termination

The term of this SOW shall begin on the date signed by the parties and shall continue until the earliest of:

- 1) Termination of the MSA.
- 2) Completion of the Professional Services described in this SOW; or
- 3) Twelve (12) months after the SOW Effective Date.

All Professional Services described in this SOW will be delivered within twelve (12) months. The obligation of PointClickCare to provide these professional services to you under this SOW will expire thereafter. Any extension of the term of this SOW beyond 12 months will require the agreement in writing of both parties.

## 4. Roles and Responsibilities

Our partnership includes key expectations and responsibilities that are designed for a successful implementation.

PointClickCare Team		Customer Team	
Role	Responsibilities	Role	Responsibilities
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Scope change management</li> <li>• Confirm project schedule.</li> <li>• Create project plan.</li> <li>• Manage PointClickCare team resources.</li> <li>• Monitor and control project.</li> <li>• Provide project status.</li> <li>• Risk and issue management</li> <li>• Confirm deliverables met and close out project</li> </ul>	<b>Project Lead</b>	<ul style="list-style-type: none"> <li>• Scope change management</li> <li>• Confirm project schedule.</li> <li>• Ensure technology infrastructure is in place.</li> <li>• Confirm and manage resources/stakeholders and ensure your homework is completed.</li> <li>• Monitor and control project.</li> <li>• Provide project status updates.</li> <li>• Risk and issue management</li> <li>• Confirm deliverables met at close out of project</li> </ul>
<b>Financial &amp; Clinical Implementation Specialist(s)</b>	<ul style="list-style-type: none"> <li>• Lead discovery &amp; business process review</li> <li>• Confirm configuration and training schedule.</li> <li>• Manage data imports.</li> <li>• Configure and set up your database.</li> <li>• Conduct training/coach sessions.</li> <li>• Escalate issues and support.</li> <li>• Recommend workflows and processes to support operational outcomes</li> </ul>	<b>Financial &amp; Clinical Lead(s)</b>	<ul style="list-style-type: none"> <li>• Provide clinical and financial subject matter input to discovery and configuration of clinical feature areas in PointClickCare.</li> <li>• Be on time and available for implementation calls (limiting cancellations)</li> <li>• Initiate and lead data migration, entry, and validation requirements.</li> <li>• Attend configuration, training, and coaching sessions.</li> <li>• Provide training to other of your team members</li> </ul>

<b>Tech/Data/Vendor Integration Services</b>	<ul style="list-style-type: none"> <li>• Support data migration</li> <li>• Support integrations</li> <li>• Provide technical recommendations</li> </ul>	IT/Technical Lead	<ul style="list-style-type: none"> <li>• Provide hardware infrastructure and support.</li> <li>• Lead hardware and infrastructure configuration</li> <li>• Assist with data extracts (if needed)</li> <li>• Manage system access.</li> <li>• Manage PointClickCare back-ups</li> </ul>
<b>Executive Sponsor – segment lead</b>	<ul style="list-style-type: none"> <li>• Manage escalations (if needed)</li> <li>• Engage stakeholders</li> </ul>	<b>Executive Sponsor</b>	<ul style="list-style-type: none"> <li>• Define your goals and objectives.</li> <li>• Manage escalations (if needed)</li> </ul>

## 5. Project Scope

Our partnership with your implementation team will include a combination of one or more of consultation, configuration, implementation, training as outlined below.

- **GOAL:** To help you completely utilize PointClickCare and all our solutions at its fullest capability.
- **SOLUTION:** Upgrade from Skilled Nursing Elements to Skilled Nursing Prestige- Core Solutions to include:
  - Core Solutions Upgrading:
    - eINTERACT
    - POC
    - eMAR
    - Nursing Advantage
    - Customer Relationship Management
    - Integrated Direct Messaging
- Also including: Performance Insights, Skin and Wound, Integrated Laboratory and Radiology, GL/AP, Eligibility Verification:

### Project Initiation

- PointClickCare will arrange and lead a kickoff meeting with the Customer for the purpose of providing an overview of the training to be delivered, the communication plan, and to mutually develop the training schedule. In preparation of the delivering the training, PointClickCare will review the relevant processes/workflows setup in your production environment.

- **We will provide one round of web-based Enterprise Configuration, Deployment & Training (ECD&T) on ALL the above Solutions** – Led by our Project Management and Implementation teams, in consultation with you, we will perform organizational business process review, prepare business requirements documentation and proof of concept presentation. We will configure, set up, activate, and enable your enterprise database solution and first facility. We will provide organization level super user training on all workflows. We will provide train the trainer tools to allow for future staff development. We will provide pre- and post-go live monitoring and reviews and access to a temporary training database.
- **We will be reviewing all your Core Clinical Workflows in our Core Solution during this process to ensure successful utilization of our system.**

#### **Project Close Out**

- Upon completion of the training sessions, PointClickCare will arrange and lead a project closure meeting with the Customer for the purpose of reviewing items that may have been raised during the project, identifying necessary follow-on activities, and obtaining feedback. A Project Closure document will then be created for your review and acceptance.

#### **Project Management**

- The Project Manager will facilitate the delivery of the above scope of work.

## **6. Data Migration**

The migration of your data will be supported through the provision of excel-based import templates provided by us and completed by your team. All data must be provided in accordance with PointClickCare's Excel templates in the format defined by PointClickCare.

The process of moving data from an existing (legacy) system to the PointClickCare system will require careful planning and organization. PointClickCare can offer several different approaches to achieve successful migration and the approach you choose will depend upon multiple factors, including the type, amount, and source of your data, and your available resources. Regardless of the approach chosen, every data migration will require the following steps:

- Review, organize & cleanse existing data (paper or electronic)
- Extraction from legacy system using PointClickCare excel templates.
- Import data or manual entry by your team.
- Your validation of the data

The approach you choose will dictate whether these steps are performed on an item-by-item basis pursuant to manual processes, or whether data will be managed in larger quantities pursuant to automated processes. Regardless of which approach you choose, there will always be some minimum time commitment from your personnel familiar with your data.

PointClickCare will complete the first three standard imports and up to 10 of the following supported types:

- MDS (standard)
- Resident data extracted from MDS import (standard)
- MDS gap (standard)
- Allergies
- A/R Balance Forward
- AR Chart of Accounts
- Census Information
- Census Level of Care
- Charge Codes Library
- Clinical Provider Link
- Contacts
- Diagnosis Information
- External Providers
- External Providers Link
- Floor/Unit/Room/Bed Information
- Initial MDS
- Master Insurance Companies
- Medical Professional Client Link
- Medical Professionals
- Residents
- Security User Roles
- Security Users
- Weights and Vitals

## 7. Vendor Integrations

If included in your subscription package, PointClickCare will provide integration services for up to five certified PointClickCare vendors. Certified integration vendors provide specific connection points for either inbound or outbound, or bi-directional data exchange. These services enable our customers to connect with an expansive range of senior care network partners.

We will consult with you to help you identify mutual certified integration partners and liaise with those partners to set up, configure, and confirm the integration.

## 8. Assumptions

The Professional Services described in this SOW are predicated on the following assumptions:

Assumptions	
<b>Implementation Approach</b>	<ul style="list-style-type: none"> <li>• Database will be pre-configured with standardized best practice templates and modified to reflect your specific needs.</li> <li>• Onsite sessions are not included. You will incur additional fees for requested onsite sessions, which will be subject to PointClickCare's travel and accommodation policy.</li> <li>• One round of training on key software areas will be provided. Requests for additional training may impact the scope and deliverables of the Project or may require a quote for additional professional services.</li> </ul>
<b>Customer's Data</b>	<ul style="list-style-type: none"> <li>• It is your responsibility to provide up-to-date extracted data (using PointClickCare templates) from your existing EHR vendor.</li> <li>• All your data will either be imported into your PointClickCare database OR if this option is not available, manually entered into your PointClickCare database by your team.</li> </ul>

<b>Hardware &amp; Infrastructure</b>	<ul style="list-style-type: none"> <li>It is your responsibility to procure and configure hardware and infrastructure (we can recommend vendors upon request).</li> <li>Hardware will be in place for the agreed-upon Project start date.</li> <li>Hardware infrastructure will meet the minimum technical requirements (Documentation will be provided by PointClickCare).</li> <li>Configuration of hardware and eMAR backups are not included.</li> </ul>
<b>Client Resources</b>	<ul style="list-style-type: none"> <li>You will assign personnel with knowledge of its processes and who can commit to attending all configuration and training calls. This is critical to success of the Project.</li> <li>You will provide dedicated personnel to support the data extract, entry, and validation in a responsive and timely manner.</li> <li>You will ensure that all necessary staff are available for training sessions.</li> </ul>
<b>Vendor Integrations</b>	<ul style="list-style-type: none"> <li><b>Vendor Integrations EXCLUDE</b> Pharmacy, Lab/Radiology, and Health Information Exchange.</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>Training will be delivered through a web conferencing technology. Your team members may need to download software to participate in training sessions.</li> <li>Training may be delivered by PointClickCare or a certified third-party partner.</li> <li>Training will include one round of training per facility/community. Additional training will be your responsibility.</li> <li>You will work with PointClickCare to schedule training sessions in a timely manner and ensure that your participants attend.</li> <li>If you purchase onsite training, it will be delivered by a PointClickCare or a certified third-party partner. Onsite resources will work up to 8 hours daily while onsite. Hours may be distributed to allow for presence on variable shifts. You will be charged for trainers' travel and accommodation expenses.</li> </ul>
<b>Training Database/Sandbox</b>	<ul style="list-style-type: none"> <li>A shared training database/sandbox will be provided for your staff to practice and explore key areas of the PointClickCare software.</li> <li>The temporary training database will be refreshed monthly.</li> <li>You may not and are prohibited from entering any PHI into the training/sandbox database.</li> </ul>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>Projects will be considered complete once all the items identified in this SOW have been delivered and a formal 'Closeout' review with both Project Managers has been held.</li> </ul>

## 9. Pricing & Payment

The professional services and any deliverables described in this SOW will be provided to you by PointClickCare in exchange for the Fees specified in your relevant Quote/Order Form. PointClickCare shall invoice Customer in accordance with the relevant Quote/Order Form and the terms specified therein. PointClickCare's expenses incurred in travelling to your locations shall be payable by you, subject to your prior review and approval in writing. Any requirement(s) not included herein, or items not contemplated

will be considered outside of the scope and will be handled through the Change Management Process defined below and may result in increased professional services fees.

## **10. General**

### **10.1 Change Management Process**

If Customer or PointClickCare requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of Professional Services described in any SOW, the party seeking the change shall propose the applicable changes by written notice. PointClickCare will prepare a change order describing the agreed changes to the SOW and the applicable change in fees and expenses, if any (each, a “Change Order”). Change Orders are not binding unless and until both parties execute them.

### **10.2 Intellectual Property Rights**

For the purposes of this SOW, the deliverables are associated with PointClickCare’s proprietary software and therefore, except for your pre-existing processes and related proprietary materials, PointClickCare shall retain ownership of all enhancements and new developments created during the project.





Acceptance and Authorization

This SOW relates to Order From Q-30923 dated Mar 04, 2021. Upon conclusion of the Project, a final Project Completion/Transition document will be submitted to you to acknowledge completion and fulfillment of the obligations under this SOW.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

PointClickCare Technologies Inc.

County of Winnebago, Illinois dba River Bluff Nursing Home

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

I have authority to bind this company.

I have authority to bind this company.

## Professional Services Quote/Order Form

PointClickCare Technologies Inc.  
5570 Explorer Drive  
Mississauga ON L4W 0C4  
Canada

### Quote Title

IMM - Integrated Medication Management Project -

### Prepared for

River Bluff Nursing Home  
4401 N Main St  
Rockford IL 61103  
United States

### Date

8/10/2021

### Quote #

114347

### Expires

9/30/2021

### Sales Rep

Rima Younes

### Shipping Code (2)

Item	Qty	Description	Extended Rate	Amount
Full Orders, eMAR & Integration Training with Import-SN		IMM - Integrated Medication Management Project - Rxpers		
		100% due on delivery of service		
Full Orders, eMAR & Integration Training with Import-SN		River Bluff Nursing Home (rbnh-1) 4401 N. Main St. Rockford IL		
	1	SN-Fixed Fee Web Based Full eMAR and Pharmacy Integration Implementation with Import. Includes configuration consulting, super user / end user training, project management, post go live support, import	\$7,000.00	\$7,000.00
Full Orders, eMAR & Integration Training with Import-SN		IMM Readiness - 50% Discount		
	1	SN-Fixed Fee Web Based Full eMAR and Pharmacy Integration Implementation with Import. Includes configuration consulting, super user / end user training, project management, post go live support, import	-\$3,500.00	-\$3,500.00

**Term Total**

**\$3,500.00**

**Terms:**  
1. Project/Services Documentation: This Professional Services Quote/Order Form sets out the summary of all of the Professional Services to be provided by PointClickCare to Customer. Details of the services, including any timelines, methodologies, resource allocations, etc. will be provided by means of one or more Statements of Work and/or project planning documents to be developed by PointClickCare and approved by Customer. All project coordination, implementation and data services are provided by PointClickCare consultants online and over the telephone. Onsite services are available upon request and quoted separately.  
2. Customer Responsibilities: Customer responsibilities relating to professional services projects are set out in the terms of the PS Addendum. Additional responsibilities may be set out in a Statement of Work or project planning document.  
3. Cancellation: Training sessions may be cancelled or rescheduled with a minimum of 24 hours' prior written notice or are chargeable at their normal rate.  
4. Payments: If applicable the SmartPath Orientation Fee is due at the time of signing of this Quote/Order Form. All other Professional Services fees set out in this Quote/Order Form are due within 30 days of the date this Quote/Order Form is signed.  
5. Taxes: All prices exclude federal and state or provincial sales, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.  
6. Binding Contract: The Professional Services provided pursuant to this Quote/Order Form will be governed by the terms of the PS Addendum to Customer's Master Subscription Agreement.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

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

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_



## Resolution Executive Summary

**Prepared By:** Office of Circuit Clerk  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** Resolution Awarding Circuit Clerk Covid-19 Film Conversion Project

**County Code:** Winnebago County Purchasing Ordinance

**Board Meeting Date:** September 9, 2021

### Budget Information:

<b>Was item budgeted?</b>	Yes, in ARP budget	<b>Appropriation Amount:</b>	\$680,304.85
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b> 61300 – 43190 – RP004 <b>Budget Impact:</b> N/A			

### Background Information:

The Office of the Circuit Clerk is required to maintain and provide a copy of the basic record to serve as the permanent record. This requirement is set forth by Illinois Statute and the Manual on Recordkeeping from the Administrative Office of the Illinois Courts.

### Recommendation:

The Office of the Circuit Clerk is recommending the approval of Exela Technologies agreement for COVID-19 Microfilm Scanning. Our office will save numerous hours of research for both employees and taxpayers. This completion of this project will also limit future contact for taxpayers required to use the filings of the Circuit Clerk.

### Contract/Agreement:

County to execute the Exela Technologies, Inc. agreement (see Resolution Exhibit A)

### Legal Review:

Yes - it was completed and SAO recommendations incorporated in to the agreement.

**Baker Tilly Review:** Project passed Baker Tilly's ARP compliance review.

### Follow-Up:

Circuit Clerk will issue a County Purchase Order to Exela Technologies, Inc.

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION AWARDING CIRCUIT CLERK COVID-19 FILM CONVERSION PROJECT**

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**WHEREAS, the County of Winnebago's Circuit Clerk Thomas A. Klein** is requesting American Recovery Plan Funds to meet requirements to maintain and provide a copy of the basic record to serve as the permanent record. This requirement is set forth by Illinois Statute and the Manual on Recordkeeping from the Administrative Office of the Illinois Courts; and

**WHEREAS,** the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement from Exela Technologies, Inc., Resolution Exhibit A, received for the aforementioned service and recommends awarding an agreement; and

**WHEREAS,** the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**61300-43190 -RP004**

**NOW, THEREFORE, BE IT RESOLVED,** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement and Purchase Order with EXELA TECHNOLOGIES, INC., 1000 SOUTH PERIMETER ROAD, RANTOUL, ILLINOIS, 61866, in the dollar amount of SIX HUNDRED EIGHTY THOUSAND, THREE HUNDRED FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$680,304.85).

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
STEVE SCHULTZ, VICE CHAIRMAN

\_\_\_\_\_  
STEVE SCHULTZ, VICE CHAIRMAN

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

\_\_\_\_\_  
PAULA ARENA

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

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

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

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

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

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

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

\_\_\_\_\_  
KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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



# Case File Microfilm Scanning Solution for Winnebago County Circuit Clerks Office

**Submitted by:**

**John Lancaster**

**Strategic Account Manager**

**HOV Services, Inc., a subsidiary of Exela Technologies, Inc.**

**John.lancaster@exelatech.com | +1.309.825.1991**



April 14, 2021

Winnebago County Circuit Clerks Office  
Tom Klein  
Winnebago County Clerk of the Court  
400 West Street  
Rockford IL 61101

Dear Tom,

Exela Technologies, Inc. ("Exela")\* parent company for HOV Services Inc., is pleased to present this proposal to the Winnebago County for complete digital conversion of 1.5 million Criminal and Civil case files. Currently these case files are available only via the antiquated analog microfilm. Exela's rapid digital scanning process of this microfilm will rapidly produce PDF (universal portable digital images) from your 9,800 rolls of microfilm containing approximately 58 million images. This would create instant court and public access and virtually eliminate the need for Courthouse access during and after the COVID pandemic. This critical project is an additional step in the right direction of providing safe economical access to all public court information.

After cases are digitally scanned in PDF image format, the requested case files can then be electronically delivered via email without employees ever leaving their desks. The current microfilm retrieval process has become a time and labor consuming process. Recently it has become apparent that some of the microfilm has begun to experience image degradation which will eventually create unacceptable images over time. This issue along with aging antiquated microfilm equipment may make image retrieval and delivery even more difficult.

Once this film is scanned, Winnebago County will be able to produce and deliver outstanding digital case file images. These images will be conveniently available via secure shared access.

#### **BENEFITS THAT MINIMIZE COVID EXPOSURE:**

- **Cases are created into universal PDF image format for quick access**
- **Reduces Courthouse foot traffic from the general public**
- **Files retrieved without court or court employees leaving their desks**
- **Enables Court employees secure network access from work or home**
- **Utilizes complete disaster plan during COVID pandemic**



**Additional Benefits:**

- Confidence working with a company that has worked with approximal 70% of the Court Clerks within Illinois
- All work to be processed in Rantoul Illinois
- Employee cost savings
- Capturing images before further degradation occurs from the aging microfilm
- Elimination of antiquated microfilm machines to retrieve and print case files
- Improved image viewing with image enlargement capabilities
- Improved printing and delivery of images when needed

We stand ready to demonstrate why the Winnebago County Circuit Clerks Office should trust and rely upon Exela for a high-quality image output delivered in a timely, efficient, cost-effective way. We have been providing expert case file conversion services for more than 32+ years to Circuit Clerks Offices across the State of Illinois. This project's conversion services will be performed in our Rantoul, Illinois facility located at 1000 South Perimeter Road. We have become a proven provider for court file conversions by providing services for over 75 Illinois Counties.

Thank you for allowing us the privilege of providing you with a solution that is tailored to meet your current and future needs.

Sincerely,

**John Lancaster**

Senior Account Manager, Public Sector

***\*Exela is contracting under its wholly owned subsidiary HOV Services, Inc.***

## **Exela Technologies Inc., Information**

Exela Technologies Inc., a NASDAQ (XELA) listed-publicly traded company, is one of the largest global providers of transaction processing and document outsourcing solutions, enterprise information management solutions, and onsite management services, and serves over 3,500 clients in over 50 countries, including more than 60% of the Fortune® 100 HOV Services, Inc., a subsidiary of Exela Technologies, Inc., and the contracting party, on behalf of itself and its affiliates (“Exela”) submits this proposal. This proposal is given on behalf of Exela, unless otherwise specifically noted.

## **EXECUTIVE OVERVIEW:**

### **Project Scope**

The film needing scanned have case files dating back to the late 1800s to more current. It is estimated that there are approximately 9,800 rolls of film contain approximately 1,150,773 total case files and 58,384,000 images. Approximately 76% of the film is older, and 24% of the film is newer. Some of the older rolls of film are beginning to show signs of image quality issues due to years of use and age, with some of the film starting to show signs of deterioration and image degradation.

The 9,800 rolls of film would be scanned using Exela's State-of-the-Art Nextscan high-quality production roll film scanners. These scanners utilize the most current technology producing the highest quality images available today. The film scanners have been used extensively on many other successful Illinois County conversion projects. Each roll will be scanned using settings determined from prior roll samples rolls tested. Sample images are then presented to the Circuit Clerk's Office for acceptance before production.

High-level image processing includes de-skew, black border removal, and crop, as allowed by the film's quality. Exela utilizes scanner image processing technologies to render the best possible electronic document images comparable to the original documents' quality.

### **Image Quality Control and Verification**

After scanning, the batch of images is sent to the Image QC Queue to review 10% of the images for quality. If discrepancies are found within a batch, the entire batch is directed to a rescan area for correction. Images that require rework are reprocessed to correct any identified issues. After final acceptance by the Quality Control Staff, images are moved into the formatting process.

Illegible images (defined as not able to be read by a human) due to damage on the film, or the actual filming process, do not apply and will not be included when calculating the 98% success threshold.

Scan settings are based on the best average quality for the roll. Individual images on film whose density falls outside of the roll's normal range will be considered low-quality original images. These also will not be included in the calculation of the 98% success threshold.

## Image Case File Indexing

75% of the film (older film) images from each roll of film will be manually reviewed to determine when a new case begins and ends. The more recent 24% of the film has film image markings which automatically separates each case file. The older film needs a manual image-to-image inspection process, carefully viewing and determining proper case file separation. The images for all cases will then be created as a multipage PDF image. After each image within the case files is grouped together, the images will become a multipage PDF image. After that process, the PDF image will then be named by its case number. Older case numbers from the past will have a different naming convention than today's case files. Regardless, Exela will key the correct case number, which will then sort into case number order via the windows directory. Example below of completed PDF image naming requirements.

CF 2017 (FILE FOLDER)  
2017CF000001.pdf  
2017CF000002.pdf  
2017CF000003.pdf

# Exela Microfilm Scanning Quotation/Estimate

## FOR: Winnebago County Circuit Court Clerk

April 14, 2021

### FILM CASE SCANNING SERVICES INCLUDE:

1. Scanning your original microfilm on a high-quality production film scanner. Your older microfilm will be captured in simplex mode, and newer film will be captured as a duplex image, capturing the front and back of each image.
2. Your older (24X to 29X) simplex film has either single-level or no image marks, and will need complete manual image inspection required to separate each case file. Your newer microfilm rolls (40X duplex film) have medium-level image marks to separate each case file automatically. Below is an example of the indexing format how your images will return to you.



1995LM

1995LM000001.pdf

1995LM000002.pdf

1995LM000003.pdf

1995LM000004.pdf etc.

3. Outputting images to portable encrypted Hard Drive for final image delivery

### Film Scanning Costs:

Scanning Older Rolls of 24X 29X Simplex SINGLE OR NON- BLIPPED film. Manually viewing and breaking each case file set. Utilizing a Production Film Scanning Scanner .....\$ 0.0243 per image

Scanning Newer Rolls of 40X Duplex 2 LEVEL-BLIPPED film and breaking each case file set with the medium level image mark. Utilizing a Film Scanning Production Scanner.....\$ 0.0055 per image

Indexing each case number .....\$ 0.152 per case number

Before picking up the film, Winnebago County must list rolls of film to Crawford Bealon from the Illinois State Archives and grant permission for Exela to pick up the film. This letter request can be emailed to Crawford.

Crawford may then contact John Lancaster directly to line up the pickup after permission is granted, and the film is ready for pickup.

Crawford can be reached by Phone (217) 782-7548 or Fax (217) 254-3930, or email at [cbealon@ilsos.net](mailto:cbealon@ilsos.net)

# Exela Case Film Scanning Quotation

## FOR: Winnebago County Circuit Court Clerk

### April 14, 2021

Winnebago County Circuit Court Clerks Office Total Project Estimate				
ITEM TASK	Count	Unit	Per Unit	Total
<b>Older 24X Simplex (1,568 Rolls, Manual Case Break)</b>				
Roll Film scan at 300 dpi w/ PDF Delivery	29,192,000	Per Image	\$ 0.0243	\$ 61,042.74
Hand Keying Case Number	83,627	Per Case Number	\$ 0.1520	\$ 12,712.94
<b>Older 29X Simplex (5,800 Rolls, Manual Case Break)</b>				
Roll Film scan at 300 dpi w/ PDF Delivery	15,080,000	Per Image	\$ 0.0243	\$ 366,857.19
Hand Keying Case Number	502,667	Per Case Number	\$ 0.1520	\$ 76,415.49
<b>Newer 40X Duplex (2,352 Rolls)</b>				
Roll Film scan at 300 dpi w/ PDF Delivery	14,112,000	Per Image	\$ 0.0055	\$ 77,464.13
Hand Keying Case Number	564,480	Per Case Number	\$ 0.1520	\$ 85,812.36
<b>Projected Timeline based on Assumptions (Months)</b>				
	8.00		<b>Total</b>	<b>\$ 680,304.86</b>
<b>Pricing Assumptions</b>				
Rolls will be picked up and delivered to Rantoul Illinois from Illinois State Archives in Springfield Illinois				
Film are scanned at one setting for the entire roll. Individual images on film whose density falls outside the normal range for a roll will be considered poor quality. The settings used for scanning will be determined during the proof of concept. If the quality of original film is good a threshold of 98% will be guaranteed. Individual image rotation will not be performed as a standard task.				
Indexing will be done at single pass, with guaranteed accuracy of 95.0% or higher.				
Indexing fields captured: Case Number				
Final output specs must be provided for each application 30 days prior to expected production start date				
Images will be delivered on external hard drive.				
No OCR included in the price				
Proof of concept will need to be performed to confirm pricing and assumptions. Timeline will begin after the POC is completed.				
Pricing is good for 90 Days. Quantities in this model are estimates. Actual counts will be invoiced.				

## Scanning and Indexing by Case Number Criminal Film

1,700 total estimated rolls of film

- 1,275 rolls of older film (24X & 29X Simplex single or no image mark case separation)
- 400 rolls of newer film (40X Duplex two-level image marks at the case level)

**Total Estimated cost for scanning all Criminal Microfilm: \$ 116,276.59**

## Scanning and Indexing by Case Number Civil Film

8,100 estimated complete rolls of film

- 6,175 of rolls of older film (24X & 29X Simplex single or no image mark case separation)
- 1,950 rolls of newer film (40X Duplex two-level image marks at the case level)

**Total Estimated cost for scanning all Civil Microfilm: \$564,028.26**

**TOTAL PROJECT COST CRIMINAL AND CIVIL: \$ 680,304.85**





## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** RESOLUTION AWARDING SERVICES AGREEMENTS, HARDWARE, SOFTWARE AND STAFFING FOR THE FOCUSED DETERRENCE REENTRY PROGRAM  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** September 9, 2021

**Budget Information:**

<b>Was item budgeted?</b>	Yes - ARP Funded	<b>ARP Appropriation Amount:</b>	\$400,000 (over 2 years)
<b>Baker-Tilly ARP Compliance Review:</b> Project passed Baker Tilly's ARP compliance review			
<b>ORG/OBJ/Project Code:</b> 61300 – Various Object Codes - RP003 <b>Budget Impact:</b> ARP only			

**Background Information:** The County proposes to implement a high-risk focused deterrence reentry program. The program will require agreements with GET CONNECTED 815 for Navigator Services and LOYOLA UNIVERSITY CHICAGO for their evaluation services. The program budget also includes funds for a prosecutor, program management, software, hardware technology and various programming supplies. This is a four-year program in partnership with the City of Rockford through an already approved IGA. Per the IGA, the County manages the program and covers the financial obligations for program years 1 & 2; the City will be reimbursing (up to \$400,000) the County for program years 3 & 4. The budget and programming objectives are ARP compliant and approved by Baker Tilly.

**Recommendation:** I recommended the following service agreements, MOU, staffing and purchases:

- 1) Agreement with Get Connected 815 for Navigator services \$ 68,856 yearly
- 2) Agreement with Loyola University Chicago for evaluation services \$ 25,000 yearly
- 3) MOU with SAO for a Focused Deterrence Prosecutor \$ 85,000 yearly
- 4) Funds allocated for management, hardware, software and supplies \$ 42,288 total for YRs 1 & 2

**Contract/Agreement:** County will execute GET CONNECTED 815 and LOYOLA UNIVERSITY agreements (See Resolution Exhibits A & B) both of which contain a 30-day out clause. The Get Connected 815 agreement is \$68,856 annually and will automatically renew for three consecutive years. The Loyola University Chicago agreement is \$25,000 annually. Chairman will execute MOU with SAO for staffing (See Executive Summary Exhibit A).

**Legal Review:** Yes – legal review of agreements was completed and recommendations incorporated.

**Follow-Up:** Chairman's Office of Criminal Justice Initiatives will proceed with agreement(s) executions.





## EXECUTIVE SUMMARY ATTACHMENT A

### **MEMORANDUM OF UNDERSTAND (MOU) WITH WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE FOR FOCUSED DETERRENCE RE-ENTRY PROGRAM**

This Memorandum of Understanding is entered into this            day of August, 2021, by and between the County of Winnebago (hereinafter "County") and the Winnebago County State's Attorney's Office (hereinafter "SAO"). The County and SAO are collectively referred to herein as "Parties" or individually as a "Party." The Parties are participating in the Program as partners. They are committed to the mission of Program and will work together to achieve its strategic objectives.

On July 8, 2021, the Winnebago County Board approved an Intergovernmental Memorandum (IGA) by and between the County of Winnebago, Illinois and the City of Rockford, Illinois for the implementation of a focused deterrence re-entry program for fiscal years 2022-2025; and

The parties to the IGA recognized the evidence-based practice of addressing high-risk violent offenders returning from incarceration as a means to reduce recidivism; and

The purpose of this Memorandum is to communicate the mutually accepted goals and expectations of the Parties and provide a means for the prosecution portion of the program. It is not legally binding.

#### **SECTION 1. OBJECTIVES OF FOCUSED DETERRENCE PROGRAM.**

- A. Find new and creative ways of implementing traditional (and nontraditional) law enforcement tools to reduce crime, such as directly communicating incentives and disincentives to targeted individuals.
- B. Maintain a sense of procedural justice.
- C. Maintaining fidelity to a focused deterrence program requires intentional partnerships between government, law enforcement, the courts, probation, parole, and the community.

#### **SECTION 2. DUTIES OF WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE**

The SAO shall perform the following work ("Work"):

- A. Assign a dedicated Focused Deterrence Prosecutor to address Focused Deterrence Reentry cases in a swift and certain manner. The dedicated Prosecutor will be responsible for following participants to courtrooms in which their case is being heard.

- B. Participate in Monthly Operations Team Meetings. The dedicated Focused Deterrence Prosecutor will attend all monthly Operations meetings and share intelligence to the extent allowable.
- C. Participate in Target Population Selection Process. The dedicated Focused Deterrence Prosecutor will attend selection meetings and participate in target population selection process to the extent allowable.
- D. Participate in quarterly Call in Forums. The Winnebago County State's Attorney will participate in quarterly Call in Forums.
- E. Tag FD cases in a color-coded file to signify Focused Deterrence participants.
- F. To the extent permissible, engage the best practice of alerting partners of participant activity by documenting incidents in the shared project management system.
- G. Collaborate with partners for program fidelity and evaluation purposes.
- H. Share information to the extent allowable for Navigator safety.
- I. Reporting.

The SAO is required to provide relevant data by submitting performance metrics on a quarterly basis. SAO shall comply with all reporting, data collection and evaluation requirements, following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures	January 15th
Final Close Out	Performance Measures	15 days after grant end date

*Note: If a due date falls on a weekend, report is due on the preceding Friday.*

### **SECTION 3. DUTIES OF THE COUNTY**

- A. The County shall be the Implementing Agency and the County Administrator or his designee shall have final review and approval rights for the Program.
  - 1) The County shall manage all fiscal matters on behalf of SAO.
  - 2) The County shall ensure data is collected from SAO to provide quarterly reports to the Criminal Justice Coordinating Council (CJCC), Winnebago County Board and Rockford City Council.

#### **SECTION 4. ALLOCATION OF COST.**

County shall pay the SAO for the performance of the Memorandum at a maximum amount not to exceed \$85,000.00 per year for the life of Program. County will not be liable for or owe SAO or any other entity for services that exceed the maximum amount without County's written consent. Further, County shall only reimburse SAO for actual costs SAO incurred in performance of the Program.

The SAO shall submit invoices on a quarterly basis in a format approved by the County. Invoices shall include a signed, detailed accounting of activities and hours worked. The County shall not be liable for any services rendered outside those outlined in Section 6, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* and the County shall have the right to review, correct, revise, and dispute any charges for Services as required.

#### **SECTION 5. CONTACTS**

Unless specified elsewhere, the Parties may be contacted as follows:

<b>Winnebago County Contacts</b>	<b>SAO Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619, Rockford, IL  Telephone: 815-319-4700 Email: <a href="mailto:gtarara@wincoil.us">gtarara@wincoil.us</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: TBD Title: Address:  Telephone: Email:
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619, Rockford, IL  Telephone: 815-319-4700 Email: <a href="mailto:gtarara@wincoil.us">gtarara@wincoil.us</a>

## **SECTION 6. VOLUNTARY DISASSOCIATION**

This Memorandum is a nonbinding agreement that both parties have entered into in good faith. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing. Written notice shall be sent sixty (60) days prior to the disassociation.

## **SECTION 7. TERM**

This Memorandum shall be in effect for the period of Program.

DRAFT

[Type here]

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**  
an Illinois body politic and corporate

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

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

**WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE**

\_\_\_\_\_  
J. Hanley, Winnebago County State's Attorney

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

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION AWARDING SERVICE AGREEMENTS, HARDWARE, SOFTWARE AND STAFFING  
FOR THE FOCUSED DETERRENCE REENTRY PROGRAM**

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**WHEREAS**, the County of Winnebago's Chairman's Office of Criminal Justice Initiatives is implementing a Focused Deterrence Reentry program; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement with Get Connected 815, Resolution Exhibit A, and agreement from Loyola University Chicago, Resolution Exhibit B, received for the aforementioned services and recommends awarding the agreements; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**61300 – Various Object Codes - RP003**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement and Purchase Order with GET CONNECTED 815, 202 NORTH CHURCH STREET, ROCKFORD, ILLINOIS 61103, in the dollar amount Sixty-Eight Thousand, Eight Hundred and Fifty-Six dollars (\$68,856) yearly and with LOYOLA UNIVERSITY CHICAGO, 1032 WEST SHERIDAN ROAD, CHICAGO, IL 60660, in the amount of Twenty-Five Thousand dollars (\$25,000) yearly, and expenses of Eighty-Five Thousand dollars (\$85,000) yearly for SAO staffing, and a total program management, hardware, software and supplies of Forty-Two Thousand and Two-Hundred and Eighty-Eight dollars (\$42,288).

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JAIME SALGADO, CHAIRMAN

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JAIME SALGADO, CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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PAUL ARENA

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PAULA ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

---

JOE HOFFMAN

---

KEITH McDONALD

---

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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



## **RESOLUTION EXHIBIT A**

### **INDEPENDENT CONTRACTOR AGREEMENT** **FOR SERVICES AS WINNEBAGO COUNTY FOCUSED DETERRENCE REENTRY** **NAVIGATOR**

This Independent Contractor Agreement (hereinafter referred to as “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the **County of Winnebago, Illinois**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tretara Flowers of Get Connected 815** (hereinafter referred to as “**Contractor**”).

#### **RECITALS**

Whereas, the County has determined it is beneficial to the community to provide assistance to individuals involved in the justice system in Winnebago County; and

Whereas, the County desires to have Contractor provide services and act as a liaison between the County and various providers on related matters; and

Whereas, the County desires Contractor to manage day-to-day activities of the Focused Deterrence Reentry (FDR) program, coordinate Call In meetings, coordinate and provide case management services, attend Operations meeting, and input and maintain accurate and timely data as defined in Section One and in Attachments A and B.

Whereas, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the sufficiency of which both parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

#### **SECTION ONE**

##### **DESCRIPTION OF WORK**

The services to be performed by the Contractor under this Agreement shall include the following and that of Attachments A and B:

1. Manage day-to-day activities of the Focused Deterrence Reentry (FDR) program; and
2. Coordinate four (4) quarterly Call In Forums annually for individuals engaged in the justice system in Winnebago County, Illinois at the direction of the Director of the County Chairman’s Office of Criminal Justice Initiatives; and



3. Assist individuals with locating and pursuing opportunities in coordination with probation, parole, and community service providers, maintaining fidelity of the Risk, Needs, and Responsivity model based on risk assessments results; and
4. Attending all Operations meetings, drafting and uploading meeting notes, maintaining shared Operations project management system (participant list and activity); and
5. Maintaining prescribed case management system and requested data, provide monthly data reports, quarterly data/narrative reports, and other data as needed.

## **SECTION TWO**

### **PAYMENT**

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$33.10 per hour, not to exceed \$68,856.00 annually for the duration of this Agreement as outlined in Section Seven below. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor's invoice shall be paid according to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The County will not reimburse for mileage or expenses outside of hourly salary.

## **SECTION THREE**

### **PROVISIONS**

1. Position direct report is to the Director of the County Chairman's Office of Criminal Justice Initiatives.
2. Focused Deterrence Reentry duties are only to be performed by Tretara Flowers of Get Connected 815. However, with written permission from supervising agency and the Director of the County Chairman's Office of Criminal Justice Initiatives, services may be augmented by, but not re-assigned to, other Get Connected 815 staff. Written permission may be email confirmation.
3. Focused Deterrence Reentry clients cannot be intermingled with other Get Connected 815 programming, without written permission from supervising agency and the Director of the County Chairman's Office of Criminal Justice Initiatives. Should client be allowed to participate in Get Connected programming, services in group programming that include clients outside of Focused Deterrence are not billable hours. In all cases, must not mix high and low risk clients.
4. Due to the nature of the partners involved, normal programming hours worked are between the hours of 8 – 5 Monday – Friday, Due to the nature of the target population, Contractor may include additional hours before or after normal programming hours not to exceed total payment amount as provided in Section Two.

5. Position is paid hourly. Personal time and vacation are unpaid and may be used in full or half days only.
6. Absent an emergency, substantial time off (personal or vacation), defined as more than three (3) consecutive days, requires a two-week notice sent via email and cannot conflict with quarterly Call in meetings.
7. Must use personal time for activities outside of those directly related to the needs of current FDR program participants.
8. The workspace will be located in the Resource Intervention Center; however, the position is mobile and works primarily in the field.
9. Implementation/Operations Plan and other material developed for program, or material developed using program hours, is the property of Winnebago County.
10. All media requests shall be referred to the County Chairman's Office of Criminal Justice Initiatives.
11. Case management records must be kept up-to date (daily) using the prescribed technology system.
12. Prescribed project management system must be kept up-to date (daily), maintaining current participant list and activity.
13. Must check in daily before noon via email. Check-in should include schedule for the day, and any issues that need attention.
14. Must dedicate appropriate time to administrative/reporting tasks.
15. Conflicts or potential conflicts shall be reported to the Director of the County Chairman's Office of Criminal Justice Initiatives.
16. Insurance Coverage must be kept current and include the following coverage for a mobile position:

	<b>INSURANCE TYPE</b>	<b>MINIMUM ACCEPTABLE LIMITS</b>
<b>1</b>	<b>Workers Compensation</b>	Statutory
<b>2</b>	<b>Employers Liability</b>	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
<b>3</b>	<b>Commercial General Liability</b>	
	A. Per Occurrence	\$1,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/ Completed Operations	\$1,000,000
<b>4</b>	<b>Business Auto Liability</b>	\$1,000,000

## **SECTION FOUR**

### **RELATIONSHIP OF PARTIES**

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, and the Contractor and any of Contractor's employees, nor does it create a joint relationship or partnership between the parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. The rights and obligations of the Parties are only those set forth in this Agreement. Contractor's relationship to the County is solely and exclusively that of an independent contractor. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent or partner of the County. The County will not be liable under or by reason of this Agreement for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Agreement. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

## **SECTION FIVE**

### **TAX AND UNEMPLOYMENT INSURANCE LIABILITY**

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings required by law. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

## **SECTION SIX**

### **INDEMNIFICATION**

The parties to this Agreement agree that Contractor is an independent contractor and shall not, under any circumstances, be deemed an employee of the County. Contractor agrees to indemnify, defend and hold harmless and the County, its officials, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the Contractor associated with its performance under this Agreement, or 2) the Contractor's failure to perform any of its obligations under this Agreement.

## **SECTION SEVEN**

### **DURATION**

The term of this Agreement shall be from \_\_\_\_\_, 2021 to \_\_\_\_\_, 2022. Either party may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. This Agreement will be automatically renewed for three (3) consecutive years.

## **SECTION EIGHT**

### **WAIVER**

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

## **SECTION NINE**

### **VALIDITY AND INTERPRETATION**

If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

## **SECTION TEN**

### **NOTICES**

All notices regarding this agreement shall be delivered to the other party at the address set forth above or at such other address as may be designated by a party in writing.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

**County of Winnebago, Illinois**  
**a unit of local government**

**Get Connected 815**

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

\_\_\_\_\_  
Tretara Flowers  
Contractor

ATTEST:

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

# WINNEBAGO COUNTY JOB DESCRIPTION

**BARGAINING UNIT**  
n/a

**JOB NUMBER:**  
—

**LAST REVISION DATE:**  
07/07/2021

## **JOB TITLE: FOCUSED DETERRENCE NAVIGATOR**

### **SUMMARY**

The Focused Deterrence Reentry Program Navigator works with a team to deliver services in Winnebago County, IL. **This position involves street level work with high risk, former violent offenders.** The position links individuals to services; case management and provides follow up services. The Navigator works as part of a multi-disciplinary team coordinating case plans and resources to ensure participants are connected to the services they need in a swift and certain manner.

The Navigator must understand the importance of, and adopt the best practices of addressing criminogenic needs. This person must have a strong working knowledge of community resources and the ability to connect and coordinate services to manage individual cases. The Navigator must also be able to effectively engage and connect with participants and be comfortable working with clients in alternative environments. The Navigator's goal is to connect individuals to existing providers/programs in the community; when an appropriate provider is not available, the Navigator will be responsible for providing wraparound case management services. *The Navigator will seek to coordinate and manage, but not duplicate, efforts.*

The Navigator will act in the advocacy/mentoring capacity for the client, and work as part of the client's team, in partnership with law enforcement, parole, probation, and community service providers. This is a 4-year, grant-funded position.

### **ESSENTIAL FUNCTIONS (Illustrative only)**

- Manage day-to-day activities of the Focused Deterrence Reentry program.
- Using ORAS results and the Risk, Needs, and Responsivity model, maintain and update case management plans in a shared system in a timely manner (daily).
- Enter requested data in real-time and ensure timely completion of accurate reports (daily).
- Develop relationships with, and connect individuals to approved case management provider/program for wrap-around services.
- Assume comprehensive case management responsibilities when appropriate provider not available.
- Meet regularly with client and update case plans on an ongoing basis.
- Participate in monthly Operations meetings, responsible for meeting notes.
- Attend court hearings and community opportunities with clients.
- Coordinate and participate in Call-In meetings and Custom Notifications.
- Solicit the community for participant incentives to enhance programming.
- Participate in required training.
- Perform other duties as assigned.

## **SUPERVISION RECEIVED**

Works under the supervision of the Director of the Winnebago County Chairman's Office of Criminal Justice Initiatives. Work is performed according to extensive federal and state regulations and most guidance comes from regulations governing each funding source. Work is reviewed daily for accuracy, completeness and adherence with federal and state laws and regulations and Winnebago County rules and regulations. Work is reviewed annually for overall results achieved.

## **WORKING CONDITIONS & PHYSICAL DEMANDS**

*This position does not work out of a traditional space, but rather multiple locations, meeting the client in a mutually agreed upon locations.* This position requires the ability to manage high stress situations. This position requires frequent walking and driving, use of finger movements; ordinary talking, ability to read/comprehend, write, perform calculations, communicate orally, reason and analyze constantly. A computer and cell phone is used daily.

## **SUCCESS FACTORS (KSAs)**

- Demonstrated expertise in assisting individuals to develop supportive service plans, and providing advocacy, referral services, and ongoing support as clients work to achieve goals.
- Demonstrated ability to establish and maintain relationships with people from diverse backgrounds.
- Familiarity with class and cultural issues.
- Knowledge of service providers, human service agencies, and community groups.
- Knowledge of best practice for addressing criminogenic needs.
- Working knowledge of the Risk, Needs, and Responsivity model
- Demonstrated Motivational Interviewing skills.
- The ability to speak, read, and write at a level sufficient to fulfill the duties assigned.
- Demonstrated capacity for effective time management.
- Calm and organized approach to work and deadlines.
- Strong problem solving and group work leadership skills.
- Ability to work outside of traditional office hours as needed.
- Ability to work both independently and as part of a team.
- Knowledge of MS Office Suite or other word processing, spreadsheet and relevant databases.
- Ability to implement and maintain systems for financial and account controls.
- Ability to prepare reports and maintain records and files.

## **EDUCATION, TRAINING & EXPERIENCE**

Graduation from an accredited college or university with a Bachelor's degree in Criminal Justice, Social or Human Services, or a related field. Preference will be given to those with Cognitive Behavioral Training and Trauma-Informed Training. Minimum 2 years of experience working in criminal justice, community justice, human services, or a related field. Preference given to those with lived experience, as well as those having experience working with individuals with criminal histories. Any satisfactory equivalent combination of experience and training that ensures the ability to perform work may be substituted for required experience.

## **NECESSARY SPECIAL REQUIREMENTS**

Possession of a valid Illinois driver's license, automobile insurance, and willing to use personal vehicle.



## SCOPE OF WORK

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("FISCAL AGENCY")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Get Connected</b> Address: 202 N. Church St. Rockford, IL 61101 EIN No.: 84-3713588 DUNS No.: 118114827 SAM Cage Code: <b>93R56</b> SAM CCR Expiration Date: 07/20/22
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): n/a	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): n/a	
Federal Agency (if Federal): n/a	
Project Title: Winnebago County Focused Deterrence Reentry Program	
Agreement No. TBD	

Submit to: Marlana Dokken @ [mdokken@wincoil.us](mailto:mdokken@wincoil.us) by August 13, 2021, 5:00 p.m. Central.

**POSITION BACKGROUND:** The Focused Deterrence Reentry Program Navigator works with a team to deliver services in Winnebago County, IL. **This position involves street level work with high risk, former violent offenders.** The position links individuals to services; case management and provides follow up services. The Navigator works as part of a multi-disciplinary team coordinating case plans and resources to ensure participants are connected to the services they need in a swift and certain manner.

The Navigator must understand the importance of, and adopt the best practices of addressing criminogenic needs through the Risk, Needs, and Responsivity model using risk assessment results. This person must have a strong working knowledge of community resources and the ability to connect and coordinate services to manage individual cases. The Navigator must also be able to effectively engage and connect with participants and be comfortable working with clients in alternative environments. The Navigator's goal is to connect individuals to existing providers/programs in the community; when an appropriate provider is not available, the Navigator will be responsible for providing wraparound case management services. *The Navigator will seek to coordinate and manage, but not duplicate, efforts.*

The Navigator will act in the advocacy/mentoring capacity for the client, and work as part of the client's team, in partnership with law enforcement, parole, probation, and community service providers. This is a 4-year, grant-funded program led by the Winnebago County Chairman's Office of Criminal Justice Initiatives. It is expected we will call in up to 12 – 15 participants each quarter.



**1. Provide brief description of organization history and purpose.**

Get Connected was founded by Tretara Flowers to help fill an identified community need for an organization to work with individuals reentering the community after incarceration. Tretara had worked as a Navigator under an ICIJIA grant in the past and gained experience about implementation as well as administration of the program that was translated into Get Connected, an entire organization focused on providing Navigator services as well as services to address the entire spectrum of needs experienced by individuals as they attempt to reintegrate into society. The organization has a board of directors from all different backgrounds that share the common experience of having their lives touched by the struggles of reentry in some way. The organization's aims to enhance the deterrence knowledge and strategies to accurately serve high risk former violent offenders at the street level. The purpose/mission of the organization is to help eliminate violent crime and reduce recidivism in the community through intentional partnerships to serve high-risk former violent offenders.

**2. Provide summary of service, program, project to be supported or delivered by Focused Deterrence funds, and how it will lead to a reduction in violent crime.**

Services will include reentry support, case management, and Navigator augmented services plans that ensure the elimination of conflicts of services. Navigator will introduce programs and projects to clients that correlate with best practices which address criminogenic needs according to the results of each client's risk and needs assessment, which will be provided by the client (they will receive a copy of this from IDOC). Probation will provide assessments or high risk results for those referred by probation to aid in their success of services. In addition, applying pro-social engagement while implementing the latter best practices and evidence based programming in each client's services will lead to a reduction in violent crime.

**3. Describe staffing plan. Include proposed schedule and hours worked.**

Due to the nature of the partners involved, normal programming hours worked are between the hours of 8 – 5 Monday – Friday. Due to the nature of the target population, Contractor may include additional hours before or after normal programming hours not to exceed total payment amount as provided in Section Two of the Agreement.

**4. If applicable, describe public awareness/community outreach activities under this program.**

The program will allow us to reach out to our community service partners and assess what services they are currently providing to former violent offenders. This will be performed through a survey and face-to-face collaboration with community partners for clarity and understanding about services provided to our target population. The Navigator will perform outreach activities for participants such as call-in meetings, allowing collaboration of community partners and participant introduction to providers and pro-social engagement.

**5. Describe target population, include number served using funds and eligibility requirements.**

The target population consists of individuals that are former violent offenders reentering the community after a period of incarceration who have scored high on their risk and needs assessment, who suffer from lack of pro-social engagement. In addition, the target will need knowledge in areas like financial literacy and resource education. The number of those anticipated to serve is 12 -15 New participants each quarter. Eligibility requirements will include the participants selection through the MDT assuming they meet all the High-risk criteria set forth by the program. Participants will be required to provide Navigator with the results of the Risk, Needs, and Responsivity model, along with the willingness to participate in reentry services.

**6. Describe program referral and intake process. Include assessments used.**

Program referrals will come from the Winnebago County Chairman's Office of Criminal Justice Initiatives. Participants will begin engagement at the Call-in meetings and an appointment to begin the intake process will begin 7-10 days from the point of Call-in. The intake process will consist of conducting an appointment with the participant and reviewing the RNR results, coordinating services for those results where immediate attention is needed. In addition, the participant will set goals and assess what tool and or resources will be used to accomplish goals immediately attainable and creating plan to achieve long-term goals.

**7. Describe in detail how each service will be provided.**

The Navigators' workspace will be at the Winnebago County Resource Intervention Center and the coordination of services will start at the Call-In. The Navigator will begin triaging services during the Call-in where there will be several community agencies present to engage participants in signing up for appointments and providing necessary information for services. Once the Call-in is complete Navigator will have appointments set for participants. Intakes will be performed with participants within 7-10 days from the Call-In and during the intake process needs will be identified and goals will be set. While educational, financial, pro-social, board orders and court requirements will be incorporated into the Focused Deterrence service outline. The Navigator will assist participants in understanding the FD service outline and how the outline of goals will be executed accordingly. Follow-ups and check-ins will be provided by the Navigator in reference to assessing the quality of involvement and participation performed by the participant. Navigator will meet participants where they are in order to provide services that are conducive to the success of their FD outlined service goals. The Navigator will attend and advocate for participants to receive services according to identified criminogenic needs and other high-risk factors to mitigate the possibilities of recidivism and violence.

## PERFORMANCE MEASURES/STANDARDS

Funded programs are required to submit quarterly progress reports that will include standard measures as well information based on each specific program. These measures will be used to reflect the success of the proposed program.

**Overall Goal:** The overall goal for the Northern District of Illinois, Project Safe Neighborhoods 2021 is *“To reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens”*.

**Process Objectives:** What steps do you plan to take to reach your goal? Objectives should highlight substantial activities in the program that lead to achieving your goal. Process objectives should describe specific tasks and provide a measure for each. The tasks should lead to the accomplishment of the goal. The process objectives should include a reasonable and realistic marker that can be accomplished within the grant’s period of performance of the grant. Make sure the marker is not too high or too low.

**Outcome Objectives:** What positive outcomes do you hope to obtain as a result of achieving your goal? These objectives are results that your program seeks to create that support your overall goal, and ultimately benefit the community. Outcome objectives should describe the specific and measurable result that you want to reach. Examples of outcome objectives include:

- [#] participants will obtain employment
- [%] will remain employed for 6 months
- [#] participants will complete program by [date]

**Instructions:** Complete the table below using projected objectives for activity described in Scope of Work for each funded year. Your quarterly data report will reflect these numbers. Please note any change to objectives must be approved by the Fiscal Agency, Winnebago County. Include #'s served in proposed activities.

Sub recipients must complete each section of the table; however, are not required to fill in all rows. Additional rows may be added.

<b><u>Process Objectives</u></b>	<b><u>Performance Measures</u></b>	<b><u>Projected</u> 09/01/2021- 08/31/2022</b>	<b><u>Projected</u> 09/01/2022- 08/31/2023</b>	<b><u>Projected</u> 09/01/2023- 08/31/2024</b>	<b><u>Projected</u> 09/01/2024- 08/31/2025</b>
Intake 48 high risk probations/parolees/pre-trial releases via referrals	# Enrolled by 8/31/25	48	48	48	48
Engage 40 participants annually in employment-related goals (resume, job search, applications, interviews)	# Participants engaged in employment-related goals annually	40	40	40	40

Engage 24 participants in education-related goals annually	# Participants engaged in education-related goals by 8/31/25	24	24	24	24
Engage 35 participants in pro-social peer support groups annually	# Participating in pro-social peer groups by 8/31/2021	35	35	35	35
Enroll 12 participants in Getting Ahead While Getting Out 10-week course annually	# Participating in Getting Ahead While Getting Out courses	12	12	12	12
Attend monthly Operations meetings, take transcribe and disseminate meeting notes	# monthly Operations meetings attended, # Meeting Notes disseminated	12	12	12	12
Participate in quarterly Partnerships and Strategies to Reentry meetings	# of PSR meetings attended	4	4	4	4
Coordinate and manage 4 Quarterly Call In Meetings Annually	# Call In meetings coordinated	4	4	4	4
<b><u>Outcome Objectives</u></b>	<b><u>Performance Measures</u></b>	<b>Projected 01/01/2021-09/30/2021</b>	<b>Projected 09/01/2022-08/31/2023</b>	<b>Projected 09/01/2023-08/31/2024</b>	<b>Projected 09/01/2024-08/31/2025</b>
85% enrolled, and will remain engaged for at least 6 months	% Remaining engaged for at least 6 months	40	40	40	40
25 Individuals will obtain Full Time Employment annually	25 Maintaining employment for a minimum of 6 months	25	25	25	25
18 individuals will complete at least one education goal annually	18 will complete educational goals	18	18	18	18
90% engaged in pro-social peer support, will remain engaged for 6 months	# Remaining engaged in pro-social peer support for 6 months	40	40	40	40
80% Individuals will complete Getting Ahead While Getting Out (10-week course)	# Completing Getting Ahead While Getting Out	9	9	9	9
90% of those engaging in Navigator services will be not be rearrested for a <u>violent offense</u> .	% of high risk individuals engaged in PT Navigator services rearrested for violent offense.	36	36	36	36

## DELIVERABLES OR MILESTONES

This Implementation Schedule, should be used as a planning tool for the program and reflect a realistic projection of how the program will proceed and the staff responsible for each task.

Task	Staff Position or Person Responsible	Date Due
Create survey and circulate to community providers to get updated information on swift services available to FD clients	Tretara Flowers	10/15/2021
Intake & Augmented reentry services for participants	Tretara Flowers	Ongoing
Retrieving Risk, Needs, and Responsivity results and Service plans for participants	Tretara Flowers	Ongoing
Performing Navigational reentry coordination for participants	Tretara Flowers	Ongoing
Tracking reentry services, participant outcomes and objectives	Tretara Flowers	Ongoing
Submit monthly invoices	Tretara Flowers	Ongoing
Submit quarterly Periodic Financial Report	Tretara Flowers	12/31/2022
Submit quarterly data report	Tretara Flowers	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Tretara Flowers	01/15/2023

***If a report deadline falls on a weekend, the report is due the previous Friday.***

**Contact information for person completing this document:** Please complete this table.

<b>Name:</b>	Tretara Flowers
<b>Title:</b>	Get Connected Executive Director
<b>Address:</b>	202 N. Church St
<b>City:</b>	Rockford
<b>Zip:</b>	Illinois
<b>Phone:</b>	815-329-5199
<b>Email:</b>	tretara@getconnected815.org



## RESOLUTION EXIHIBIT B

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUB-RECIPIENT")</b>  Name: <b>Loyola University Chicago</b> Address: 1032 W. Sheridan Road Chicago, IL 60660-1537 EIN No.: 36-1408475 DUNS No.: 074368911 SAM Cage Code: 4B825 SAM CCR Expiration Date: 01/28/2022
Award Type: Local	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$100,000.00
Project Title: Focused Deterrence Reentry Program	
Agreement No.	

### AGREEMENT WITH LOYOLA UNIVERSITY FOR FOCUSED DETERRENCE RE-ENTRY PROGRAM- RESEARCH PURPOSES

This AGREEMENT (hereinafter "Agreement") is entered into this       day of       , 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and Loyola University (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

#### RECITALS

**WHEREAS**, on July 8, 2021, the Winnebago County Board approved an Intergovernmental Agreement (IGA) by and between the County of Winnebago, Illinois and the City of Rockford, Illinois for the implementation of a focused deterrence re-entry program for fiscal years 2022-2025; and

**WHEREAS**, the parties to the IGA recognized the evidence-based practice of addressing high-risk violent offenders returning from incarceration as a means to reduce recidivism; and

**WHEREAS**, the purpose of this Agreement is to provide a means for program evaluation; and

**WHEREAS**, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

**SECTION 1. OBJECTIVES OF FOCUSED DETERRENCE PROGRAM.**

- A. Find new and creative ways of implementing traditional (and nontraditional) law enforcement tools to reduce crime, such as directly communicating incentives and disincentives to targeted individuals.
- B. Maintain a sense of procedural justice.
- C. Maintaining fidelity to a focused deterrence program requires intentional partnerships between government, law enforcement, the courts, probation, parole, and the community.

**SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub-recipient for the performance of the Agreement at a maximum amount not to exceed \$100,000.00 for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the maximum amount without Grantor's written consent.

The Sub-recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

**SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The Grantor shall be the Implementing Agency and the County Administrator or his designee shall have final review and approval rights for the Program.
  - 1) The Grantor shall manage all fiscal matters on behalf of Sub-recipient.
  - 2) The Grantor shall ensure data is collected to provide quarterly reports to the Criminal Justice Coordinating Council (CJCC), Rockford City Council, and the Winnebago County Board.
- B. Sub-Recipient shall be responsible for implementing the work or other services described herein, according to the documents listed below and incorporated herein. The Sub-recipient is responsible for review of and compliance with all terms of this Agreement. The Parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This Agreement
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations

#### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

#### **SECTION 5. EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on \_\_\_\_\_, 2021 and remain in place for four (4) years, two (2) months or unless otherwise terminated as provided in Section 6.

#### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

#### **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub-recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

#### **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

#### **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

#### **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of



this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

Loyola University

Attn: [REDACTED]  
[REDACTED]  
[REDACTED]

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

#### **SECTION 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

#### **SECTION 12. HEADINGS.**

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

#### **SECTION 13. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

#### **SECTION 14. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

## **SECTION 15. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **SECTION 16. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**  
an Illinois body politic and corporate

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

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

ATTEST:

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

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

**LOYOLA UNIVERSITY**

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

ATTEST:

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

## **EXHIBIT A**

### **SCOPE OF WORK STATEMENT**

Loyola University Chicago's Center for Criminal Justice, Policy, and Practice ("Sub-recipient"), in accordance with its Agreement with Winnebago County ("Implementing Agency"), shall perform the following work ("Work"):

Loyola University Chicago's Center for Criminal Justice Research, Policy, and Practice will:

1. Participate in Monthly Operations Team Meetings
  - a. The Loyola research team will attend all monthly meetings to examine and document the processes used to and to determine if it is effective at achieving its goals and what impact this has on case outcomes and subsequent violence. May participate via Zoom.
2. Monitor Target Population Selection Process
  - a. Loyola University will be responsible for monitoring and guiding target population selection process
3. Conduct a Process and Impact Evaluation
  - a. Loyola University will provide regular updates at monthly operations meetings, and formal annual CJCC presentations, regarding the degree to which the program is achieving its operational goals and objectives including:
    - i. observing all call-in meetings
    - ii. observing a representative sample of custom notifications
    - iii. tracking all program participants to gauge access to services, new arrests, and victimization
    - iv. developing and tracking of a comparison group of similar individuals not targeted for the program. The research team will track an empirically sufficient number of individuals in a comparison group (at least 3 comparison group individuals for each program target).
    - v. measuring degree to which all violations are met with swift, certain and fair responses to violations of supervision or new arrests, as well as rates of recidivism for all crimes as well as crime of violence.
    - vi. interviews to gauge from individuals targeted by the program, and staff involved in the program, their perceptions and experiences with the program through face to face interviews.
    - vii. provide quarterly, written updates of research findings and progress on the evaluation.
4. Provide written mid-project summary report with recommendations at, or prior to, 26 months.
5. Provide final project evaluation at, or prior to, 50 months.

## **EXHIBIT B**

### **BUDGET and BUDGET NARRATIVE**

#### Salaries & Fringe Benefits

Amanda Ward will be the co-PI on the project and will devote 20% of her time during the year on the project. Amanda's salary is \$65,000 per year, and so her 20% commitment equates to \$13,000 per year on the project. As a full-time staff member (title is Assistant Research Professor), her fringe benefit rate is 21%, and thus, \$2,730 in fringe benefits are charged to this project. A student research assistant will also be hired to work on the project and is budgeted at an hourly rate of \$19 and will work an average of 9 hours per week during the 36 weeks of the academic year. Thus, the student worker will be paid a total of \$6,156 during the year.

#### Travel

A total of \$840 is budgeted for travel from Chicago to Rockford to attend meetings, conduct interviews/focus groups, collect data, and make presentations to stakeholders. When possible, these trips to Rockford will be combined with other travel associated with other projects and travel costs will be split across the projects/accounts.

The total direct costs for the project (salaries, fringe and travel) total \$22,726 per year. A Facilities and Administrative cost rate (i.e., indirect cost) of 10% is sought for this project rather than the 26% that would normally be applied to an off-campus research project due to the limited funding available for the project. Thus, the F&A amount is \$2,273.

The grand total for project is \$24,999 per year.

#### Negotiated rates used in budgets:

Faculty fringe	25.5%
Full time staff fringe	27.4%
Part time faculty/staff fringe	7.8%
Graduate students fringe (37.9% tuition; 11.3% health)	49.2%
FT fringe benefits on cost share	30.0%
PT fringe benefits on cost share	8.5%
F&A on campus research	45.5%
F&A on campus instruction	50.0%
F&A on campus other activities	40.0%
F&A off campus, all activities	26.0%

\*for summer salary, base is 1/3 of academic year salary; 1 month equals 33% effort

\*\*if MTDC base, applies to all costs except: grad student fringe, student tuition, equipment, rental costs, subrecipient costs exceeding \$25K

**EXHIBIT C**  
**PERFORMANCE MEASURES / REPORTING**

Sub recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. Additional measureable outcomes will be based on activities outlined in the sub recipient Scope of Work.

Sub recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

*Note: If a due date falls on a weekend, report is due on the preceding Friday.*

## EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Title: Address:  Telephone: Email:
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Title: Address:  Telephone: Email:
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Title: Address:  Telephone: Email:

**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes



or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program

for procurement of recovered materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

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

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector

General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.

8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase *“This project was supported by funds made available by, and approved by, the Winnebago, (IL) County Board and the City of Rockford (IL) City Council. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of Winnebago County or the City of Rockford.”*

9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



## Resolution Executive Summary

**Prepared By:** Highway Department  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** RESOLUTION AWARDED THE PURCHASE OF A USED TRACTOR & BOOM MOWER  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** September 9, 2021

**Budget Information:**

<b>Was item budgeted?</b> Yes - CIP Funded	<b>Appropriation Amount:</b> \$61,875
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 82200-46430-C2118 <b>Budget Impact:</b>	

**Background Information:**

The purchase of a boom mower will allow our maintenance crews to safely trim and mow hard to reach areas from the ground. It can be used to trim trees, brush and mow areas behind guard rails and steep slopes. The used tractor has a closed cabin, which allows trimming overhead brush and trees.

**Recommendation:**

Various personnel, including one of our mechanics and an operator, have inspected this used equipment. We find the equipment to be in excellent working order. We recommend purchasing this equipment for added safety, while performing miscellaneous Highway Department maintenance operations.

**Contract/Agreement:** N/A

**Legal Review:**

By State's Attorney's Office

**Follow-Up:**

A County Purchase Order will be created as per Resolution Exhibit A, after the County Board approves the purchase.

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION AWARDING THE PURCHASE OF A USED TRACTOR & BOOM MOWER**

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**WHEREAS**, the County of Winnebago's Highway Department is in need of a Tractor and Boom Mower for miscellaneous road maintenance; and

**WHEREAS**, Bonnell Industries Inc. is in possession of a used 2013 New Holland Tractor & Boom Mower as shown in Resolution Exhibit A, and Highway Department personnel have inspected said equipment; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal from Bonnell Industries Inc. for a used Tractor and Boom Mower, as shown in Resolution Exhibit A, and recommends the purchase of said equipment; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be as follows:

**82200-46430-C2118**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, a Purchase Order with BONNELL INDUSTRIES INC., 1385 FRANKLIN GROVE ROAD, DIXON, ILLINOIS 61021, in the dollar amount of SIXTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$61,875.00) for a used 2013 New Holland Tractor and Boom Mower.

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



Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
STEVE SCHULTZ, VICE CHAIRMAN

\_\_\_\_\_  
STEVE SCHULTZ, VICE CHAIRMAN

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

\_\_\_\_\_  
PAULA ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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

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

\_\_\_\_\_  
KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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

# RESOLUTION EXHIBIT A

Page 1 of 1



1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

## Sales Order

Order Number: 0151892  
Order Date: 7/22/2021



Delivery Ticket only do not  
remit from the Sales Order.  
Invoice will arrive in the mail.

Bill To: 0009431  
WINNEBAGO COUNTY  
424 N SPRINGFIELD AVE  
ROCKFORD, IL 61101

Ship To:  
WINNEBAGO COUNTY  
424 N SPRINGFIELD AVE  
ROCKFORD, IL 61101

Phone: (815) 319-4000 Fax: (815) 319-4001  
Confirm To: ANDY PIRRELLO

dgrinnell@wincoil.us  
Comment:

Phone :  
Fax :

Customer P.O. REQUIRED		Ship VIA PRE-PAY/ADD	F.O.B.		Terms Net 30 Days	
Ordered	Unit	Item Number	Disc Price	D/S	Each Price	Extended Price
1.00	EACH	B-3005 2013 NEW HOLLAND T5060 TRACTOR WITH ALAMO VRSA BOOM MOWER BLUE IN COLOR  SERIAL #: ZCJH15154	61,275.00		64,500.00	61,275.00
1.00	EACH	/FREIGHT FREIGHT AND WIDE LOAD PERMIT			600.00	600.00

15% RESTOCKING FEE ON RETURNED ITEMS  
NO RETURNS ON ELECTRICAL ITEMS

TM

Please Pay From Invoice  
1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts  
Salesperson: 0005 TOM MASSEY

Net Order:	61,875.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	61,875.00
Less Deposit:	0.00
Order Balance:	61,875.00



## Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** Resolution for the Purchase of a New Vehicle for Court Services  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** September 9, 2021

**Budget Information:**

<b>Was item budgeted?</b> Yes - CIP Funded	<b>Appropriation Amount:</b> \$31,789.00
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 82200-46410-C2128	<b>Budget Impact:</b> N/A

**Background Information:**

The Court Services currently has three (3) vehicles in their fleet that have over 100,000 miles and eleven (11) vehicles that are six (6) years or older. It is anticipated that at least one vehicle will need to be replaced in FY22 and an additional cage for minor transport will need to be installed. Pricing is at the lowest available due to the use of the County's Ford Fleet account number.

**Recommendation:**

Deb Jarvis recommends the approval of the purchase of a 2021 Ford Explorer.

**Contract/Agreement:**

No agreement is necessary.

**Legal Review:**

N/A

**Follow-Up:**

Purchase Order issued to Rock River Ford.

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION FOR THE PURCHASE OF NEW VEHICLE FOR COURT SERVICES**

---

**WHEREAS**, the County of Winnebago's Court Services Department needs to replace a vehicle with a cage for minor transport; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the need for the aforementioned item and recommends the purchase; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**82200-46410-C2128**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County is authorized to execute, on behalf of the County of Winnebago, a Purchase Order with ROCK RIVER FORD INC., 224 NORTH ALPINE ROAD, ROCKFORD, ILLINOIS, in the dollar amount of THIRTY-ONE THOUSAND, SEVEN HUNDRED AND EIGHT-NINE DOLLARS (\$31,789.00).

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JAIME SALGADO, CHAIRMAN

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JAIME SALGADO, CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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PAUL ARENA

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PAULA ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

---

JOE HOFFMAN

---

JOE HOFFMAN

---

KEITH McDONALD

---

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

---

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



## Resolution Executive Summary

**Prepared By:** Purchasing Department for the Facilities Department  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** Resolution for the Purchase of a Truck and Snow Plow for Facilities  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** September 9, 2021

**Budget Information:**

<b>Was item budgeted?</b> Yes - CIP Funded	<b>Appropriation Amount:</b> \$33,955.60 - Truck \$8,137.20 - Plow
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 82200-46410-C2105	<b>Budget Impact:</b> N/A

**Background Information:**

The Facilities Department is in need of replacing one of their older pick-up trucks. The truck is a 2002 GMC with 172,589 miles and will be kept, in service, as a backup truck in the Facilities Department. Pricing with Ford is at the lowest available due to the use of the County's Ford Fleet account number.

**Recommendation:**

Shawn Franks recommends the approval of the purchase of a new 2022 Ford F250 and snowplow.

**Contract/Agreement:**

No agreement is necessary for this purchase.

**Legal Review:**

N/A

**Follow-Up:**

Facilities Department issues a County Purchase Order to Brad Manning Ford Inc. for THIRTY THREE THOUSAND, NINE HUNDRED FIFTY-FIVE DOLLARS AND SIXTY CENTS (\$33,955.60) and to Bonnell Industries Inc. for EIGHT THOUSAND, ONE HUNDRED, THIRTY-SEVEN DOLLARS AND TWENTY CENTS (\$8,137.20).

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

Sponsored by: Jamie Salgado, Committee Chairman

Submitted by: Finance Committee

2021 CR

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**RESOLUTION FOR THE PURCHASE OF A TRUCK AND SNOW PLOW FOR FACILITIES**

---

**WHEREAS**, the County of Winnebago's Facilities Department is in need of replacing an older pick-up truck with high mileage, as well as needing a new snowplow; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the need for the aforementioned items and recommends issuing a Purchase Order; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**82200-46410-C2105**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County is authorized to execute, on behalf of the County of Winnebago, a Purchase Orders with BRAD MANNING FORD, INC., 402 MANNING DRIVE, DEKALB, ILLINOIS, in the dollar amount of THIRTY THREE THOUSAND, NINE HUNDRED FIFTY-FIVE DOLLARS AND SIXTY CENTS (\$33,955.60) and to BONNELL INDUSTRIES INC., 1385 FRANKLIN GROVE ROAD, DIXON, ILLINOIS, for EIGHT THOUSAND, ONE HUNDRED, THIRTY-SEVEN DOLLARS AND TWENTY CENTS (\$8,137.20).

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

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JAIME SALGADO, CHAIRMAN

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JAIME SALGADO, CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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STEVE SCHULTZ, VICE CHAIRMAN

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PAUL ARENA

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PAULA ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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





## Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** Resolution Authorizing Settlement of Litigation (William R. Duncan, as Administrator of the Estate of Victoria A. Duncan, Deceased v. The County of Winnebago, d/b/a River Bluff Nursing Home, et al.)  
**County Code:** Not Applicable  
**Board Meeting Date:** September 9, 2021

### Budget Information:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$340,000
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> Within budgeted amount

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

**Recommendation:** Staff concurs

**Contract/Agreement:** N/A

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

**Follow-Up:** N/A

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

2021 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

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**RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION (William R. Duncan,  
as Administrator of the Estate of Victoria A. Duncan, Deceased v. The County of  
Winnebago, d/b/a River Bluff Nursing Home, et al.)**

---

**WHEREAS**, *William R. Duncan, as Administrator of the Estate of Victoria A. Duncan, Deceased v. The County of Winnebago, d/b/a River Bluff Nursing Home, et al.*, is a pending civil action against the County, filed in the Seventeenth Judicial Circuit, Winnebago County, Illinois, as case number 2021-L-108; and

**WHEREAS**, the Plaintiff therein has agreed to settle all claims he has against the County for the sum of Three Hundred and Forty Thousand Dollars (\$340,000.00); and

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

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Three Hundred and Forty Thousand Dollars (\$340,000.00).

**BE IT FURTHER RESOLVED**, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Three Hundred and Forty Dollars (\$340,000.00), payable as directed by the State's Attorney.

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

**Respectfully submitted,**

**FINANCE COMMITTEE**

**AGREE**

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

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

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

The above and foregoing Resolution was adopted by the Finance Committee of the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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



# Resolution Executive Summary

Prepared By: Gary Caruana  
Committee: Finance Committee  
Committee Date: September 2, 2021  
Resolution Title: Sheriff's Personnel Budgets

County Code: Not Applicable

Board Meeting Date: September 9th, 2021

## Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$681,897
If not, explain funding source: Increased Federal Inmate Rev, Narcotic OT, Community Sheriff Services, Transfers from supplies lines.			
ORG/OBJ/Project Code: 21000, 24000, 26500, 40115, 40116			Budget Impact: None

Background Information: The Sheriff's Office is projected to go over it's personnel budget due to various circumstances within the department. He would like to increase his personnel budget and offset it with revenue from the federal inmate program that is over what was budgeted.

Recommendation:

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

**2021 Fiscal Year**

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

Finance: Sept 2, 2021  
Lay Over: Sept 9, 2021  
**Final Vote: Sept 23, 2021**

**2021 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, The Sheriff's Office has entered into an Intergovernmental Agreement with the City of Rockford, City of Loves Park and Rosecrance for a Crisis Co-Responder Team Program.

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 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 increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2021-015 Co-Responder Program**.

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(AGREE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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

2021  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		8/26/2021		AMENDMENT NO: 2021-016			
DEPARTMENT:		Sheriff's Department		SUBMITTED BY: Tami Goral			
FUND#:		0001 & 0101		DEPT. BUDGET NO.		Various	

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>							
21000	41110	Regular Salaries	\$4,556,999		\$4,556,999	\$265,300	\$4,822,299
26500	41110	Regular Salaries	\$1,221,651		\$1,221,651	(\$75,000)	\$1,146,651
40115	41110	Regular Salaries	\$6,930,905		\$6,930,905	\$55,750	\$6,986,655
40116	41110	Regular Salaries	\$3,595,383	\$400,000	\$3,995,383	\$635,847	\$4,631,230
24000	42210	Data Processing Supplies	\$174,890		\$174,890	(\$50,000)	\$124,890
40115	42270	Clothing	\$19,500		\$19,500	(\$18,000)	\$1,500
40115	43190	Other Professional Services	\$885,750		\$885,750	(\$20,000)	\$865,750
40115	43732	Office Equipment Repairs	\$110,000		\$110,000	(\$62,000)	\$48,000
40115	43942	Instruction & Schooling	\$176,863		\$176,863	(\$50,000)	\$126,863
<b>Revenue</b>							
21000	34117	Federal Inmate Revenue	\$3,000,000		\$0	(\$621,385)	
24000	32805	Narcotic OT	\$0		\$0	(\$15,506)	
24000	34805	Community Sheriff Services	\$0		\$0	(\$45,006)	
<b>TOTAL ADJUSTMENT:</b>						\$0	
Reason budget amendment is required:							
Budget transfer is needed to balance the Sheriff's Personnel Accounts.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
\$0							
Revenue Source:		Transfer dollars from Supplies, Federal Inmate Revenue, Narcotic OT Revenue and Community Sheriff Services Revenue					



## Resolution Executive Summary

**Prepared By:** Finance Department  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** Annual Appropriation Ordinance  
**County Code:** Winnebago County Code Sec 2 -38 Accounting and Financial Reporting Policies

**Board Meeting Date:** September 9, 2021

**Budget Information:**

<b>Was item budgeted?</b> This is the Fiscal Year 2022 Budget	
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:**

Annually the county is required to pass a budget. Said budget must comply with Governmental Accounting Standards Board (GASB) pronouncements. The Proposed Fiscal Year 2022 Winnebago County Budget provides the financial detail to the Annual Appropriation Ordinance. Please note, the Annual Appropriation Ordinance and the Proposed Fiscal Year 2022 Budget are and should be considered parts of the same document. This executive summary, the Annual Appropriations Ordinance along with its supporting Fiscal Year 2022 Budget is or will be available no later than 9-15-2021 in electronic format and hard copy by contacting the Winnebago County Clerk. Also, from 9-15-2021 until 9-30-2021 this document will be on public display in the Winnebago County Clerk's Office.

**Recommendation:**

This is the recommended budget based on communication with county board member and members of the Finance Committee.

**Contract/Agreement:**

N/A



## 2021 CO

### ANNUAL APPROPRIATION ORDINANCE

**WHEREAS**, the herein contained annual budget has been prepared in accordance with “An Act in Relation to the Budgets of Counties Not Required by Law to Pass an Annual Appropriation Bill”, as amended; and,

**WHEREAS**, The Finance Committee of the County Board of the County of Winnebago, State of Illinois, has received the herein contained estimated revenues, expenditure budgets and appropriations for the various departments and funds for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and,

**WHEREAS**, said schedule of appropriations which specified the several objects and purposes of each item of expense is to be known as the Annual Appropriation Ordinance. Also, said Annual Appropriation Ordinance applies to the various Federal and State Grants that are approved by the County Board or County Health Board and appropriate funding agency.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the amounts and purposes herein specified, or so much thereof as may be authorized by law, as may be needed, be and the same are hereby appropriated from the following funds: General Fund, Public Safety Sales Tax Fund, Public Health/Grants Fund, Detention Home Fund, County Highway Fund, County Bridge & Improvement Fund, Federal Aid Matching Fund, Motor Fuel Tax Fund, Rebuild Illinois Fund, Historical Museum Fund, Animal Services Fund, Veteran’s Assistance Fund, Employer Social Security Fund, Illinois Municipal Retirement Funds, Tort Judgment and Liability Insurance Fund, Health Insurance Fund, River Bluff Nursing Home Fund, Internal Services Fund, Law Library Fund, Recorder’s Document Fee Fund, Court Security Fee Fund, Document Storage Fund, Probation Service Fee Fund, Court Automation Fund, Children’s Waiting Room Fund, State’s Attorney Grants, Circuit Court Grants Fund, Child Support & Collection Fee Fund, Marriage and Civil Union Fund, Treasurer Delinquent Tax Fund, WinGIS Geog. (County Share) Fund; 9-1-1 Operations Fund, Children’s Advocacy Project Fund, CASA Fund, Vital Records Fee Fund, Victim Impact Panel Fee Fund, Host Fee Fund, Recorder’s Housing Fee Fund, Drug Enforcement Fund (Federal Seizure), Neutral Site Custody Exchange Fee Fund, 2010C Health Building Bond Fund, 555 North Court Street Operations Fund, Coroner’s Office Fee Fund, Deferred Prosecution Program Fund, 2012A Debt Certificates Fund, 2012B Refunding Bond Fund, 2012C Refunding Bond Fund, 2012D Refunding Bond Fund, 2012E Debt Certificates Bond Fund, 2012F Alternate Bond Fund, 2012G Alternate Bond Fund, 2013A Refunding Bond Fund, 2013B Refunding Bond Fund, 2013C Debt Certificates Fund, 2013E Debt Certificates Fund, 2015A Debt Certificates Bond Fund, 2016A Refunding Bond Fund, 2016D Refunding Bond Fund, 2016E Refunding Bond Fund, 2017A Debt Certificate Fund, 2017B Refunding Bond Fund, 2017C Refunding Bond Fund, 2020A GO Bond Fund, 2020B Refunding Bond Fund, 2021A Refunding Bonds Fund, 2021B Refunding Bonds Fund, I39/Baxter Water System Project Fund, 2015A Project Fund, 2012G Water System/Harrisville Road Fund, Mortgage Foreclosure Mediation Fund, Baxter Road Special Tax Allocation Fund, Water – Baxter Road Fund, Community Development Grants Fund, Hotel/Motel Tax Fund, Federal Forfeiture, SAO Fund, State Drug Forfeiture, SAO Fund, Check Offender SAO Fund, County Automation Fund, Sheriff’s Commissary

Fund, CJC Fitness Fund, Jail Medical Cost Fund, Mental Health Tax Fund, Circuit Clerk Electronic Citation Fund, Circuit Clerk Operations and Administration Fund, 2018 Pension Obligation Bonds Funds, Sheriff's Department Grant Fund, Probation Grants Fund, City Election Fund, 555 N Court Operations Fund, Capital Projects Fund, 2020A Project Fund, ERAP Fund, ERAP II Fund, American Rescue Plan Act Fund, CJCC Grants Fund, for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and,

**BE IT FURTHER ORDAINED**, that the object classifications to be used to identify the objects of expenditures within the various appropriations shall be known as personnel; supplies and services, capital outlays; debt service; transfers;

**BE IT FURTHER ORDAINED**, that the clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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

\_\_\_\_\_  
JAIMIE SALGADO,  
FINANCE CHAIRMAN

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

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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JEAN CROSBY

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JEAN CROSBY

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JOHN BUTITTA

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JOHN BUTITTA

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

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

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

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

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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

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



# Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Ordinance Title:** An Ordinance Amending Sections of the Chapter 2 of the County Code of Ordinances  
**County Code:** Purchasing Ordinance  
**Board Meeting Date:** September 9, 2021

## Budget Information:

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

The Purchasing Department requests updates to several sections of the current Purchasing Ordinance. The updates include additional definitions and verbiage on technology purchases, federal and grant programs, noncompetitive purchases, thresholds, unpriced offers, etc.

Since January 2010, the Illinois State Statutes (shown below) has a County bid threshold limit of \$30,000 and \$35,000 for IT type products, software and service. This County used to have a \$30K bid threshold until 2016. In 2018, with the 100% rewritten Purchasing Ordinance, the limit was raised \$25K. It is our request that the Board approve revisions, as redlined, in the attached Executive Summary Exhibit A.

### (55 ILCS 5/5-1022) Sec. 5-1022. Competitive bids.

(a) Any purchase by a county with fewer than 2,000,000 inhabitants of **services, materials, equipment or supplies in excess of \$30,000**, other than professional services, shall be contracted for in one of the following ways:

(1) by a contract let to the lowest responsible bidder after advertising

(2) by a contract let without advertising for bids in the case of an emergency

(d) Notwithstanding the provisions of this Section, a county may let without advertising for bids in the case of purchases and contracts, when individual orders do not **exceed \$35,000, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services.**

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

Sponsored by: Jaime Salgado

Submitted by: Finance Committee

2021 CR

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**AN ORDINANCE AMENDING SECTIONS OF THE CHAPTER 2 OF THE COUNTY  
CODE OF ORDINANCES**

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**WHEREAS**, Chapter 2 of the County Code of Ordinances, Article IV sets forth various criteria for members of the County Administration, and Article VI, Division 3, sets forth various criteria for Centralized Purchasing and;

**WHEREAS**, the County wishes to amend Sections of Chapter 2, of the County Code of Ordinances.

**BE IT FURTHER ORDAINED**, that the remainder of Chapter 2, Article IV, of the County Code of Ordinances shall remain unchanged.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3, of the County Code of Ordinances be amended as follows:

**DIVISION 3: CENTRALIZED PURCHASING**

**Sec. 3-326 – Short Title**

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

**Sec. 2-327. - General provisions.**

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable

treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago through continuous improvement of purchasing systems and procedures. To extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.

- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for certain professional services as defined in section 2-357, by the county board except as specified below. These provisions shall apply to all expenditures of public funds by a county department for purchasing regardless of its source, except as otherwise provided by federal or state law, regulations, County of Winnebago Ordinance or county administrative policy. Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or.
- a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:
    - 1. Auditor 55 ILCS 5/3-1004.
    - 2. County clerk 55 ILCS 5/3-2003.2.
    - 3. Recorder 55 ILCS 5/3-5005.2.
    - 4. State's attorney 55 ILCS 5/3-9005.
    - 5. Treasurer 55 ILCS 5/3-10005.
  - b. The following elected county offices have internal control over their offices except for purchases of equipment:
    - 1. Coroner 55 ILCS 5/3-3003.
    - 2. Sheriff 55 ILCS 5/3-6018.
  - c. The following offices are not subject to the county competitive bidding statute or purchasing ordinance.
    - 1. Courts.
    - 2. Public defender.
    - 3. Regional office of education.
    - 4. Clerk of circuit court.

- d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
  - e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
  - f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.
- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, being 5 ILCS 140/1 et seq.).
- (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of County contracts to act in good faith.
- (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
- (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

**Sec. 2-328. - Severability.**

If any provision of this division or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this division.

**Sec. 2-329. - Repealer.**

All ordinances, resolutions, rules and regulations in conflict with this division are hereby repealed to the extent of their inconsistency.

**Sec. 2-330. - Savings clause.**

Nothing herein, hereby adopted shall be construed to affect any suit or proceeding now pending in a court of law or any cause or causes accrued or existing under any prior resolution or ordinance. Nor may any right or remedy of any character be lost, impaired or affected by this division.

**Sec. 2-331. - Effective date.**

This division shall become effective at 12:01 a.m. 30 days after its adoption by the county board on

**Sec. 2-332. - Definitions.**

The words defined in this section shall have the meanings set forth below whenever they appear in this division.

*Architectural, engineering, and land surveying services.* Those professional services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

*Best and final offer (BAFO).* Is a term used in bids to indicate that no further negotiation on the amount or terms is possible. It can also be a bid containing final pricing and deliverables submitted by bidding contractors based on the outcome of the negotiations conducted during the initial bid stage.

*Bid.* An advertised, open, competitive solicitation for prices that are opened publicly.

*Bid security.* A guaranty that the bidder will enter into a contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the bid security.

*Bid tab.* Bid tabulations show each bidder's bid amount for each pay item in a contract. They are posted as soon as the authorized buyer certifies that a bid tab accurately reflects the bids received and publicly opened.

*Bidder's list.* A current database of potential vendors or contractors for each category of commodities and services repetitively purchased for county use.

*Business.* Any corporation, partnership, ;limited liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

*Change order.* Written authorization directing a contractor to modify or change an existing purchase order or contract.

*Competitive proposals.* Purchases over the Simplified Acquisition Threshold (SAT). Formal solicitation required as well as fixed price cost-reimbursement contracts and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with pricing being one of the factors.

*Competitive selection.* A process whereby public solicitation is used to select the most qualified and responsible provider of materials, equipment, supplies, services, construction, and construction related services. Methods of competitive selection include invitation for bid, requests for proposals, requests for qualifications and multiple price quotations.

*Confidential information.* Any information which is available to an employee only because of the employee's status as an employee of the County or its agencies and is not a matter of public knowledge or available to the public via request pursuant to the Illinois Freedom of Information Act, being 5 ILCS 140/1 et seq.

*Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property.



It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

*Contract.* All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, construction or professional services that are legally binding promises enforceable by law.

*Contract file.* A record maintained in the purchasing department which may include a requisition, purchase order, contract documents and/or related correspondence.

*Contract modification.* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

*Contract renewal.* Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. If the bid document does not include provisions for renewal, any continuation of the contract would be considered a new contract and therefore must be re-bid.

*Contract-revenue generating.* Revenue generating contracts are agreements under which the county receives from a vendor either a commission or share in the profit generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

*Contractor.* Any person having a contract with the County or a using agency thereof.

*Cooperative~~joint~~ purchasing.* Procurement or purchasing conducted by or on behalf of more than one governmental unit.

*Cost-reimbursement grant.* A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this division, and a fee or profit, if any.

*County board chairman.* The county officer elected by the electors of the county to serve as chairman of the county board.

*County agency.* A county officer, employee, department, office, official, commission, county board, or agency whose purchasing authority is subject to the provisions of this division.

*Debarment.* The process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the US General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

*Discussions.* Oral or written negotiations between the county or its agencies and an offeror during which information is exchanged about specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

*Elected official.* For the purposes of this division, elected official includes; clerk of the circuit court, county auditor, county board chairman, county board members, county clerk, county coroner, county treasurer, and county recorder, superintendent of the regional office of education, county sheriff and state's attorney. For purposes of this division, the Chief Judge of the 17th Circuit Court is also considered an elected official.

*Emergency purchase.* Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services.

*Employee.* An individual drawing a salary from the county whether elected or not, and any individual performing uncompensated personal services for the county.

*FOIA.* Freedom of Information Act 5 ILCS 140/1 et seq.

*F.O.B.* Freight on Board.

*Goods and supplies.* All personal property relating to the maintenance, repair and operating materials necessary to sustain day to day county operations.

*Gratuity.* A payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

*IDOT.* Illinois Department of Transportation.

*Independent contractor.* A person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved.

*Invitation for bids (IFB).* A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

*Irresponsible bidder.* A bidder or prospective bidder who has failed to furnish, upon written request, proof of his/her responsibility; or who has, as a vendor or contractor with the County, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, any provisions of this division.

*Local bidder.* A firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to the county.

*Material Alteration.* Any construction, repair, reconstruction, rehabilitation, addition or improvement of a county owned, leased or rented building or structure, which appreciatively affects or influences its function, use or appearance.

*Materials.* Items or supplies required in the performance of day-to-day operations.

*Multi-year contracts.* Procurement contracts extending more than one year.

*Multiple price quotation.* Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three sources or vendors prior to purchase.

*Negotiations.* The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms.

*Notice to proceed.* Formal notification given to the contractor or vendor that officially begins the project.

*Person.* Any individual or group of individuals, business, union, contractor, firm, corporation, trustee, partnership, association, joint venture, committee, club or other entity.

*Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, construction, or professional services. It also includes all functions that pertain to the obtaining of any goods, service, construction, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

*Proprietary procurement.* The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Proprietary procurement requires written justification from the requesting department explaining why there is only one source. Such justification should be reviewed and co-signed by the director of purchasing for validity.

*Purchasing card (P-card).* A payment method using a card issued by a bank or major credit card provider for county purchases.

*Professional service.* The service of a person possessing a high degree of professional skill where the ability or fitness of the person plays an important part and the primary reason for contracting with the person is the county's confidence, trust and belief in his or her talent and ability to perform the services. Professional services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health professionals.

*Purchase order.* A written order signed and issued by the purchasing department directing a business to provide goods, services, construction or professional services on behalf of the county.

*Purchase requisition.* An internal document, by which a department sends, to the purchasing department, details of goods, supplies, services, equipment, construction, or professional services to meet its needs for a specific job.

*Purchasing agent.* The director of purchasing or any staff member of the purchasing department authorized to act as a purchasing agent for the county and shall be responsible for

the procurement of materials, supplies, equipment, services, construction, construction related services and professional services, and processing contract and purchase orders.

*Request for Information.* All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial market equipment, supplies, services, construction, and construction related services.

*Request for proposals (RFP).* A formal request to prospective vendors soliciting proposals and it contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Proposals are submitted in sealed envelope and opened privately. Vendors are selected based on a qualification based evaluation.

*Request for Qualification (RFQ).* Documentation requested for professional services including, but not limited, to a list of professional references and similar work performed.

*Requisition.* An electronic request issued by a county department head or his/her designee against available and approved funds authorizing the purchasing department to issue a purchase order on the department's behalf.

*Responsible bidder or officer.* A person who has the capability in all requests to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

*Responsive bidder.* A person who has submitted a bid which conforms in all material respects to the invitation for bid.

*Reverse auctions.* A reverse auction is a real-time bidding process taking place at a scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods and services specified in the invitation for bid.

*Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

*Small purchase threshold.* The threshold established by the county at which public bids are not required.

*Small purchases.* Purchases that are at least \$7,000.00 and less than \$30,000.00.

*Sole source procurement.* Award of contract when there is only one source for the required supply, service, or construction item as determined through a competitive selection process.

*Solicitation.* An invitation for bids or request for proposals or qualifications to provide materials, services, equipment, supplies or construction and construction related services and professional services.

*Specification.* Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

*Stringing.* Dividing or fragmenting procurements in order to circumvent any of the provisions of this division. Stringing is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the intent to circumvent procurement policies.

*Subcontractor or supplier.* A vendor which enters into a contract with a prime contractor to provide goods or services pursuant to a contract between the prime contractor and the county.

*Surplus property.* Property including goods and supplies and equipment that exceeds the reasonably foreseeable needs of the county or no longer has any use to the county.

*Suspension.* Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure, having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings.

*Unauthorized purchase.* An unauthorized purchase occurs when the materials, services, or any expense is charged to the county by a person who has not been given such authority. Unauthorized purchases include procuring goods and supplies, equipment, construction, or services (including professional services) without following this ordinance. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the county for the expense, even though the goods and supplies, equipment, construction, or services (including professional services) are used for county business.

*Used equipment.* Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least 25 percent below current market price; or (c) is otherwise determined by the director of purchasing on a case-by-case basis to be a bona fide used item.

*Using department or agency.* Any county department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this division.

### **Sec. 2-333. - Director of purchasing.**

The director of purchasing shall serve as the purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services in accordance with this division. The director of purchasing and compensation shall be recommended by the county administrator with the approval of the county board chairman.

Before entering upon the duties of his office, the county director of purchasing shall execute a bond to the county in an amount to be prescribed by the county board, with sureties approved by the county board and which bond shall be conditioned as follows: That he shall faithfully

perform all duties which are or may be required by law and county ordinance to be performed by him as county director of purchasing in the time and manner prescribed or to be prescribed by law and county ordinance; and when he shall be succeeded in office, shall surrender and deliver over to his successor in office all supplies, materials, equipment, books, papers, monies and other things belonging to the county and appertaining to his office, then the above bond shall void; otherwise to remain in full force and effect.

**Sec. 2-334. - Purchasing department duties.**

The purchasing department shall work cooperatively with all departments in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall;

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) Departments shall forward to the purchasing department suggested specifications for goods and supplies, equipment, services, construction, and professional services. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Specifications for construction and maintenance of highways, bridges and culverts shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.
- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using the materials, supplies, services, equipment, construction, construction related services and professional services.
- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- (7) Have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the director of purchasing shall consider the county's requirements, its resources, and the potential contractor's capabilities. The purchasing department shall include in the contract file a

written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.

- (8) Obtain expert advice and assistance from personnel of county departments in development of specifications.
- (9) Exercise supervision over inventories of goods belonging to the county.
- (10) Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.

**Sec. 2-335. - Reserved.**

**Sec. 2-336. - Procedural rules and regulations.**

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments in making determinations relative to the purchase of good and services, equipment, services, construction and professional services.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.
- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

**Secs. 2-337, 2-338. - Reserved.**

**Sec. 2-339. - Duties of the state's attorney.**

The state's attorney or his/her designee shall serve as legal counsel and provide necessary legal services to the director of purchasing. Bid specifications, requests for proposals and contracts

may be reviewed by the state's attorney before dissemination or execution, should that review, in the opinion of the director of purchasing, be necessary.

**Secs. 2-340—2-347. - Reserved.**

**Sec. 2-348. - Availability of funds.**

Except in emergencies, as described in section 2-357, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the county auditor shall have certified that the unexpended balance, in the proper appropriation for the expenditure account concerned, is sufficient to defray the amount of such contract or purchase order.

**Sec. 2-349. - Unlawful purchases.**

Except as otherwise provided by law, if any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this division, such purchase order or contract shall be void and have no legal effect.

It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services in order to evade the provisions of section 2-357.

**Sec. 2-350. - Personal purchases.**

No purchases of supplies or equipment for the personal use of an official, agency head or employee of the county shall be made by the county director of purchasing.

**Sec. 2-351. - Conflict of interest; acceptance of gratuities, penalties.**

- (a) Neither the county director of purchasing, nor any full time county employee, shall participate directly or indirectly in a procurement when they know that:
- (b) They or any member of their immediate family has a financial interest pertaining to the procurement.
- (c) A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.
- (d) Neither the county purchasing director, nor any county employee shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.
- (e) Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge.
- (f) The offer or delivery of any such gratuity to any official or employee of the county by any vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder, and for debarring him/her from the bidder's list.

**Secs. 2-352—2-356. - Reserved.**

**Sec. 2-357. - Source selection and contract formation.**

- (a) *Purchases below Simplified Acquisition Threshold.*



- (1) *Simplified Acquisition Threshold (SAT)*. The -threshold for the purpose of this division is established at the level of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services.
  - (2) *Micro purchases*. Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than \$7,000.00. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.
  - (3) *Small purchases*. Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least \$7,000.00 and less than the competitive bidding threshold of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services, may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three informal quotations have been sought prior to selection. No formal bids shall be required. The results of the quotes shall be reported to and/or made available for inspection by the county auditor.
  - (4) *Informal procurement methods when using Federal funds*. When the value of the procurement for property, goods or services does not exceed the *simplified acquisition threshold (SAT)*, formal procurement methods are not required. The non-Federal entity (county) may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.
  - (5) *Artificial division or fragmentation prohibited*. Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the Simplified Acquisition Threshold in order to circumvent any bidding or competitive selection process and procedures described in this division.
- (b) *Competitive bidding*.
- (1) *Conditions for use*. All procurements whose value equals or exceeds the Simplified Acquisition Threshold of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services, shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for proposals), 2-357(d) (Professional services), 2-357(e) (Sole-source), 2-357(f) (Emergency procurements), 2-357(g) (Cooperative-joint purchasing) or as provided by state statute.
  - (2) *Invitation for bids (IFB)*. The method of procurement is selected by the cost or the nature of the procurement. An invitation for bids (IFB) solicitation shall be issued and include all specifications, terms and conditions applicable to the procurement.
  - (3) *Public notice*. Reasonable time for the required public notice of the invitation for bids shall be given of not less than ten calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five calendar days prior to the conference date. Such notice shall include publication in a

newspaper of general circulation within the County of Winnebago. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website

- (4) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and the relevant information the director of purchasing deems appropriate shall be read aloud and recorded on an abstract bid tab. The abstract bid tab shall be available for public inspection for a reasonable period of time.
  - (5) *Late bids.* No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.
  - (6) *Acceptance and evaluation of bids.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by this division. Bids shall be evaluated to determine which bidder offers the lowest cost to the county in accordance with the evaluation criteria set forth in the solicitation. Only objectively measurable criteria set forth in the invitation for bids shall be applied in determining the lowest responsive bidder. Examples of such criteria include, but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the county, availability of support services, uniqueness of the service, materials, equipment or supplies, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids solicitation.
  - (7) *Award.* Upon submittal and approval from the using department's appropriate committee and county board, the contract shall be awarded by a purchasing department notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. All contractually required documentation will be required prior to any notice to proceed.
- (c) *Request for proposals (RFP).*
- (1) *Conditions for use.* In cases where the county seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal (RFP) procedure. Reasons for using the request for proposal procedure shall be approved by the director of purchasing prior to the commencement of this procedure. Professional service contracts that equal or exceed \$50,000.00 shall be subject to a request for proposal according to the selection process set forth in this division.
  - (2) *Request for proposals (RFP).* A request for proposals shall be issued and include all specifications or scope of services, terms and conditions applicable to the procurement.

- (3) *Public notice.* Reasonable time for the required public notice of the Request for Proposals shall be given of not less than ten calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of the proposals. For offers requiring a mandatory pre-proposal conference, the public notice must be published at least five calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website.
- (4) *Receipt of proposals.* Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded.
- (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
- (6) *Discussions with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted only with the responsible offerors, whose submitted proposals are determined to be the most susceptible of being selected for award, for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. Such revision may be permitted, after submissions and prior to award for the purpose of obtaining best and final offers.
- (7) *Discussions with vendors on un-priced offers.* The director of purchasing may hold discussions with any bidder who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offer. During discussions, the director of purchasing shall not disclose any information derived from one un-priced technical offer to any other bidder. After discussions, the director of purchasing shall establish a new closing date for receipt of final technical offers. Bidder shall be notify, in writing, of the new closing date for the final technical offers.
- (8) *Guarantees and warranties.* Terms and conditions of bidders' or proposers' and manufacturers' guarantees and warranties will be considered in the evaluation of bids.
- ~~(9)~~ *Award.* Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the county with price and other factors considered. After submission and approval by the using department's appropriate committee and the county board, award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the county based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

- (d) *Professional services selection process.* There will be circumstances where it will be necessary or advisable for the county to engage the services of independent professionals because of the county's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the county to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with county staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity such as construction.

- (1) *Requirements for engagement of independent professionals.* The need or requirement of the county for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:
- The project requires an independent professional as a condition of federal, state or local law or regulation, or as a condition of a federal, state or other grant or intergovernmental agreement;
  - The project requires specialized expertise or multiple areas of expertise not available from existing staff;
  - County staff is not available for the project due to present or anticipated workload or other time constraints;
  - The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise;
  - An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.
- (2) *Procedures for selection of independent professionals not subject to the Local Government Professional Services Selection Act.* Contracts for professional services that are less than \$10,000.00 may be awarded by department heads pursuant to rules promulgated by the director of purchasing. Contracts for professional services that are at least \$7,000.00 and less than \$50,000.00 may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$50,000.00 shall be awarded after a competitive selection process that includes a request for proposals to provide the services, except in cases of actual emergency as set forth in this division.

- (3) *Procedures for selection of independent professionals subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510 et seq. (the "Act"), and by State, Federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations.
- (e) *Sole source procurement.* A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable to competitive bids or proposals. The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms. Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:
- There is only one source for the required goods and supplies, equipment, service, or construction;
  - A sole supplier's item is needed for trial use or testing;
  - Products are bought for over-the-counter resale;
  - Purchases of used equipment.
- (f) *Emergency procurements.* Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate department head, or elected official forwarded to the director of purchasing, and included in the contract file. A confirming resolution, along with the written determination, shall be submitted to the county board for all emergency procurements of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services or more for goods, equipment and services; and for any professional services agreements.
- The director of purchasing shall negotiate with the supplier, to the extent practical, a contract in the best interest that must be reasonable considering the circumstances.
- (g) *Cooperative purchasing.* Subject to applicable state statutes, the county may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the

procurement of goods, services, or construction with one or more public agencies. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts, federal contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required. These cooperative purchased may be done without the formality of bidding set forth in this division. County board award procedures as detailed must still be followed.

- (1) *Cooperative use of goods and supplies and services.* To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the county may enter into an agreement independent of the other requirements of this division with any other public procurement unit for the cooperative use of goods and supplies and services under the terms agreed upon between the parties. Competition requirements shall be met with documented procurement actions using strategic sourcing, shared services, and other similar arrangements.
- (2) *Joint use of facilities.* The county may enter into agreements for the common use or lease of warehouse space, maintenance facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.
- (3) The county's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(h) *Solicitation amendments.*

- (1) *Conditions for use.* If necessary, an amendment to a solicitation shall be issued to:
  - Make changes in the solicitation
  - Correct defects or ambiguities
  - To furnish other bidders information provided one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.
- (2) *Distribution.* Amendments to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.
- (3) *Receipt acknowledgement.* Amendments shall require the bidder to acknowledge receipt of ~~the~~ any mandatory amendment by in their bid response on or before the scheduled date and time of the opening or due date.
- (4) *Timeframe for vendor evaluation.* Amendments shall be issued in a reasonable period, and if a major change to the specification or requirements will be considered

mandatory amendments, not less than five calendar days before the due date to allow prospective bidders sufficient time to consider the mandatory amendment in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. Due date extensions are not required on non-mandatory type of amendments.

- (i) *Pre-bid and pre-proposal conferences.* The county may conduct a pre-bid or pre-proposal conference within a reasonable time, but not less than five days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the county unless a written amendment is issued.
- (j) *Pre-opening modification or withdrawal of bids/offers.*
  - (1) *Invitation for bid -Modification or withdrawal.* A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their bid. A bid may not be withdrawn if the bid opening has begun. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate file.
  - (2) *Request for proposal -Withdrawal.* A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.
- (k) *Late bids/offers, late withdrawals and late modifications.* A bid, offer, withdrawal, or modification is considered late by the county if it is received after the date and time set for the submission of such bids/offers. A late bid, late offer, late withdrawal, or late modification shall be rejected unless it would have been received on time but for the action or inaction of county personnel. Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable. Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate file.
- (l) *Unidentified bids/offers.* An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid or offer applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the file until the scheduled bid date.

(m) *Mistakes in bids/offers.*

- (1) *Mistake discovered prior to bid/offer opening.* A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer.
- (2) *Mistake discovered after bid/offer opening.* After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;
  - In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the county.
  - The director of purchasing may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interest of the county.
  - Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended. The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the correction.
  - In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
  - The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the bid withdrawal.
- (3) *Mistake discovered after award.* Mistakes shall not be corrected after award of a contract except in cases where the director of purchasing makes a written determination that it would be unconscionable in not allowing correction of the error and upon approval from the appropriate committee and county board.
- (4) *Written determination.* If a correction or withdrawal of a bid/offer after bid/offer opening is permitted or denied under this section, the director of purchasing shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal. This section shall not preclude any offer modifications requested or allowed as part of a request for proposals process.

(n) *Only one bid/offer is received.* If only one responsive bid/offer is received to a solicitation, an award may be made to the single bidder/offeror if the director of purchasing determines that the price submitted is fair and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the director of purchasing may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation process.



- (o) *Tie bids.* Tie bids are the lowest cost bids from responsive and responsible bidders that are identical in price. Award of tie bids will be determined as follows:

If the bids are equal in all respects, the award shall be made by a coin toss by the director of purchasing with one or more witnesses upon three days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

- (p) *Confidential information.* If a person believes a bid, proposal, offer, specification or protest submitted to the county contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the Illinois Freedom of Information Act (the "Act"). The county does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The county expressly disclaims all liability for such disclosure.

- (q) *Cancellation of a solicitation.* A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the county. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the county shall contain language stating the county's right to cancel the solicitation and to reject submitted bids or proposals.

- (1) *Cancellation of a solicitation before the due date and time.* The director of purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the county. If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.

- (2) *Cancellation of a solicitation after receipt of bids or proposals.* The director of purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the county. A notice of cancellation shall be sent to all bidders or offeror's submitting bids or proposals.

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the director of purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the county's best interest. After award of the second

solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

(r) *Rejection of individual bids or proposals.* A bid or proposal may be rejected if:

- The bidder is determined to be non-responsible.
- The bid is non-responsive.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interests of the county.

Bidders or offeror's will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file. The determination for rejection will be retained in the procurement file and shall be available for public inspection.

(s) *Responsibility of bidders and offerors.* The county must award contracts only to responsible contractors or offerors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with policy, record of past performance, and financial and technical resources.

(1) *Determination of vendor responsibility.* Before awarding a contract to a bidder or offeror, the director of purchasing will determine whether that bidder or offeror is responsible. The signature of the appropriate official authorized to execute the contract award signifies the bidder or offeror is responsible.

(2) *Factors in determining responsibility.* Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel.
- The bidder's or offeror's record in terms of past performance and integrity, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the county; or suspension or debarment by another governmental entity.
- Whether the bidder or offeror is legally qualified to do business with the county.
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility.
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation.
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility.
- The qualities of the products supplied, their conformity with the specifications and their suitability to the requirements of the county.
- Availability of support services.

- Compatibility to existing equipment.
  - Delivery terms.
- (3) *Determination of a non-responsible bidder/offeror.* A determination of a non-responsible bidder or offeror shall be in writing by the director of purchasing outlining the basis of the determination and a copy shall be included in the procurement file.
- (4) *Notification to non-responsible bidder/offeror.* A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.
- (5) *Dissemination of bidder/offeror information.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing department without the prior written consent by the bidder or offeror except in accordance with section on public access to procurement information.
- (6) *Bidder/offeror rights.* A finding of non-responsibility shall not be construed as a violation of the rights of any person.
- (t) *Authorization for the use of electronic transmissions.* The use of electronic media for all procurement procedures, including acceptance of electronic signatures, is authorized consistent with Illinois law for use of such media. The director of purchasing shall determine which solicitations and/or contracts are suitable for electronic transmissions, giving consideration to appropriate security to prevent unauthorized access to the bidding, approval and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.
- (u) *Bid security, contract performance and payment bonds.* Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.
- (1) *Requirement for bid security.* Bid security may be required for contracts when provided by statute or when the director of purchasing determines it is in the county's best interests. Acceptable forms of security which may be submitted are: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the County of Winnebago (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the county.
- (2) *Amount of bid.* Bid security shall be in an amount not to exceed ten percent of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.
- (3) *Contract performance and payment bonds.* When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the county and shall become binding on the parties upon the execution of the contract. Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.
- (v) *Multi-year contracts.* Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any

specified period of time deemed to be in the best interests of the county, ~~not to exceed years,~~ with optional renewals up to five years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five years. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof, and copies of all contracts shall be submitted with annual budget requests.

The county shall cancel a contract due to unavailability of funds when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

- (w) *Extension of bid/offer acceptance time.* After opening of bids or offers, the director of purchasing may request, in writing, an extension of time during which the county may accept the bids or offers only from bidders or offerors meeting the stipulated submission date and time requirements of the solicitation. Subsequent to receipt of the county's extension request the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the director of purchasing. No other modifications shall be allowed.
- (x) *Communication during the procurement process.* In an effort to create a more competitive and unbiased procurement process, the county shall establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with county personnel concerning this solicitation or the evaluation process must only be through the purchasing department staff. Inquiries will be collected by purchasing department staff who will then submit the inquiries to the department head responsible for the procurement. Responses by the department head to the inquiries will be submitted to the purchasing department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other county employees, agents of the county or elected officials is permitted unless expressly authorized by the director of purchasing. A violation of this provision is cause for the county to reject the bidder's proposal. If it is later discovered that a violation has occurred, the county may reject any proposal or terminate any contract awarded pursuant to this solicitation.
- (y) *Revenue generating contracts.* Revenue generating contracts are agreements under which the county receives a commission from a vendor or other public entity for goods or services sold, such as a joint-purchasing agreement or vending contract. Departments should ensure that an agreement has been fully executed between the county and the vendor or public entity. The director of purchasing and/or state's attorney's office is required to be notified of any revenue generating agreements that are executed by department heads and/or elected officials.

- (z) *Insurance requirements.* For all contracts, the contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the contract. The director of purchasing shall determine the types and amounts of coverage that shall be required, as recommended by the county's insurance broker/risk consultants. The contractor shall have the county named as an additional insured and furnish the director of purchasing with satisfactory evidence of said insurance. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the county, which generally requires that the company be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.
- (aa) *Hold harmless clause.* The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract upon award.
- (bb) *Fiscal responsibility.* Prior to the issuance of any purchase order, contract, change order or contract modification the department head or elected official shall verify that sufficient budgeted funds are available.
- (cc) *County records retention.* All determinations and other written records, emails and notes pertaining to the solicitation, award and performance of a contract shall be maintained for the county in the procurement records in the purchasing department. All procurement and contract records shall be retained and disposed of by the county in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.
- (dd) *Contractor record retention.* For all contracts, the contractor and all sub-contractors shall be required to maintain adequate records appropriate to the type of contract, to retain such records for a minimum of three years from final payment unless otherwise specified in the solicitation, and to make such records available for inspection by the county upon reasonable terms consistent with state law. For contracts subject to the Illinois Prevailing Wage Act, the retention period shall be five years and the contractor shall also be required to submit certified payroll affidavits and to make such all payroll records available for inspection by the Illinois Department of Labor.
- (ee) *Reporting of anticompetitive practices.* When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, a notice of the relevant facts shall be transmitted to the state's attorney.
- (ff) *Technology purchases not suitable for competitive bid.* The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. The purchases over \$35,000

must be authorized by the county board. The purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase.

- (gg) *Request for information.* The director of purchasing may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a specific county requirement. Sufficient public notice shall be provided in the same manner as stipulated in Sec. 2.357
- (hh) *Grant programs.* Under certain grant programs, the county acts as a third-party administrator of local, state and federal funds and does not procure goods and services for the county. The processing of a grant requisition is done to facilitate the method of payment and does not require any of the normal procurement procedures or approvals under this ordinance.
- (ii) *Circumstance not suitable for bid.* The following types of procurements are determined by the county board to be not suitable for competitive bidding, some as defined in 55 ILCS 5/5-1022(c): purchases of used equipment, purchases at auction, sole supplier's item is needed for trial or testing, there is only one source for the required supply, services or construction item, purchases of regulated utility services or other services for which a tariff or set rates are published; purchases for which there has been a record of no competition, as evidenced by single bids, for four consecutive years.
- (jj) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. The director of purchasing and/or the responsible department head can conduct negotiations, as appropriate, as to price, delivery, and terms. Noncompetitive procurement may be awarded if one or more of the following circumstances apply:
  - (1) The acquisition of property, supplies, construction or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
  - (2) The item is available only from a single source;
  - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
  - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity;
  - (5) A sole supplier's item is needed for trial use, sample or testing;
  - (6) Products are for over-the-counter resale;
  - (7) For the purchases of used equipment;
  - (8) For the purchases done by auctions; or
  - (9) After researching of a number of sources, competition is determined inadequate.

- (kk) *Geographical preferences prohibited.* A non-Federal entity (county) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

#### **Sec. 2-358. - Specification**

(a) *Responsibility for specifications.*

- (1) The director of purchasing or delegated using department shall prepare, revise, ~~maintain~~ and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the county except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (2) Highway department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.
- (3) Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions for inclusion by the director of purchasing.
- (4) The director of purchasing shall retain authority to approve or disapprove all specifications.

- (b) *Relationship with using departments.* The director of purchasing shall obtain expert advice and assistance from personnel of using departments in the development of specifications and may delegate to a using department the authority to submit its own specifications. The director of purchasing shall retain authority to approve or disapprove all specifications.

- (c) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the county by architects, engineers, designers, and draftsmen.

#### **Sec. 2-359. - Appeals and remedies.**

(a) *Bid protests.*

- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.

- (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
  - (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (c) *Authority to settle bid protests and contract claims.*
  - (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.
  - (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.
  - (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten business days. The decision of the county board chairman is final.
- (e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.
- (f) *Procedure for non-compliance for purchases.*



- (1) *Procedure for non-compliance for purchases under \$30,000.00.* The county auditor shall not approve any payment for goods, supplies, services, or construction (except for professional services) unless such procurement was in compliance with the terms of this division. If the county auditor is requested to process any payment that is not in compliance with this division, the Auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate committee. If the purchase amount is \$30,000.00 or \$35,000 or more for computers, data processing and telecommunications equipment, software and services, or less, and, if the procurement is not in violation of Federal or state law, then the department head or elected official making the request of the auditor for payment, shall present the matter by resolution to the appropriate committee and the county board for its consideration.
- (2) *Procedure for non-compliance for purchases of professional services.* If the county auditor is requested to approve any payment for professional services in excess of \$50,000.00 that is not in compliance with this division, the auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the chair of the appropriate committee. If the state's attorney opines that the services sought constitute professional services under state law, and, if the procurement is not otherwise in violation of federal or state law, then the department head or elected official making the request of the auditor for approval, shall present the matter by resolution to the appropriate committee and county board for its consideration.
- (3) *Procedures for non-compliance prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.
- (4) *Procedures for non-compliance prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing, after consultation with the state's attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.
- (5) *Procedures for non-compliance after award.* If, after an award, the director of purchasing, after consultation with the state's attorney, determines that solicitation or award of a contract was in violation of this division, then:
  - a. If the person awarded the contract has not acted fraudulently or in bad faith:
    1. The contract may be ratified and affirmed by the county board, provided it is determined that doing so is in the best interests of the county and provided that no violation of federal or state law has occurred in the procurement process; or

2. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification; or
    - b. If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the county.
- (g) *Remedies for solicitations or awards in violation of law.*
- (1) *Prior to bid opening or closing date for receipt of proposal.* If, prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.
  - (2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this division.
  - (3) *After award.* If, after an award, the director of purchasing determines that a solicitation or award of a contract was in violation of applicable law, then:
    - a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
    - b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

**Sec. 2-360. - Debarment.**

- (a) *Prohibition to award contracts to parties debarred or suspended.* No federally funded contract may be awarded to parties listed on the Federal government's Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the agency's office of inspector general, or on the county's own list of parties suspended or debarred from doing business with the county.
- (b) *Authority to debar.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the director of purchasing, after consultation with the state's attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:
  - (1) Criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction for embezzlement, theft, forgery, bribery, falsification or destruction or records, receiving stolen property, or any other offense indicating a lack of business

integrity or honestly which seriously and directly affect responsibility as a county contractor;

- (3) Conviction under state or federal antitrust laws arising out of the submission or bids or proposals;
  - (4) Violation of contract provisions or a character which is regarded by the director of purchasing to be so serious as to justify debarment, including, but not limited to:
    - (a) Deliberate failure to perform the specifications or within the time limit provided in the contract; or
    - (b) A record within the previous five years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
  - (5) Any other cause which the director of purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by any other governmental entity for any cause listed in this division; and
  - (6) For violation of the ethical standards set forth in this division.
- (c) *Decision to debar.* The director of purchasing shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved. A copy of said decision shall be provided to the county board chairman.
- (1) A copy of the decision required by this section shall be mailed or otherwise delivered by the director of purchasing to the debarred person within five business days after such decision is made.
  - (2) A decision to debar shall be final. The debarred person shall have ten business days after receipt of the decision to submit a written appeal to the county board chairman for consideration by the appropriate committee. The debarred person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The appropriate committee shall issue its decision promptly, but in no event later than 30 calendar days after conclusion of the hearing. The decision of the appropriate committee shall be final.

**Sec. 2-361. - Contract management policy.**

- (a) *Contract policy.* This section defines the parameters by which a county contract is created and defines the required administrative review process for managing county contracts. The purchasing department shall be responsible for ensuring that all contracts comply with applicable federal and state laws and internal procedures. All contracts entered into by the county, including original contracts, amendments, and extensions, may be signed only by the designated authority set forth in this division, are subject to appropriate legal review, and must be stored and retained according to document retention policies unless specifically excluded by this or another policy adopted by the county board.

(b) *Definitions.*

- (1) *Contract compliance.* The process of reviewing and managing contracts and agreements that bind the county. Policies that determine how contracts will be processed fall under the responsibility of the county board and shall be enforced by county administration and administered through the purchasing department.
- (2) *Contract administration.* The ongoing process of ensuring that the terms and conditions of contracts are being implemented as agreed to by the parties. Contract administration is the responsibility of the purchasing department and the requesting department head or elected official. The department head or elected official is the individual responsible for promoting the contract, including ensuring that appropriate approval is obtained and, where required, the appropriate committee and county board approval.

(c) *Procedures.*

- (1) All proposed contracts must be submitted to the purchasing department for review and processing. The director of purchasing, upon completion of his/her review, may if deemed necessary, submit the contract to the state's attorney or his/her designee, to ensure that the contract meets all legal requirements.
  - (2) If submitted to the state's attorney or his/her designee, for review, after an opinion has been rendered on the proposed contract, the director of purchasing will edit the language of the contract as suggested by the state's attorney or his/her designee and forward the revised draft contract to the department head or elected official to obtain approval as required by this division. If no legal opinion is requested, the director of purchasing will, upon completion of his/her review, forward the draft contract to the department head or elected official to obtain approval before proceeding, when required, to the appropriate committee and county board for approval.
  - (3) After approval of the proposed contract is obtained, the director of purchasing will send the contract to the vendor for signature with instructions to return it to the purchasing department. Upon receipt of the signed contract, the director of purchasing shall be responsible to have the contract executed on behalf of the county and will advise the requesting department head or elected official when the contract has been duly executed and is in force.
  - (4) The purchasing department will index and image the contract, ensuring access to it by the requester and other county officials. The original contract will be filed with the county clerk's office. A system will be put in place that will generate a notice to the originating department head or elected official months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.
- (d) *Types of contracts.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county may be used, provided that the use of a cost- plus-a-percentage-of-cost contract is prohibited. A

cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the county than any other type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.

- (e) *Multiple source contracting.* A multiple source award is an award of an indefinite quantity for one or more similar goods or services to more than one bidder. A multiple source award may be made when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with this division, as applicable. Multiple source awards shall not be made when a single award will meet the county's needs without sacrifice of economy or service. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the county without sacrificing economy and service.

If a multiple source, award is anticipated prior to issuing a solicitation, the county shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation. The director of purchasing shall make a determination setting forth the reasons for a multiple source award.

- (f) *Excluded contracts.* Unless mandated by the county board no employment or U.S. Health Insurance Portability and Accountability Act of 1996 HIPPA contracts will be held in the purchasing department nor will they be approved or negotiated by the director of purchasing.

**Sec. 2-362. - Contract execution.**

- (a) *Requisitions.* Prior to submission to the purchasing department, all requisitions shall be approved by the department head or elected official making the request or by an individual authorized by the department head or elected official.
- (b) *Fiscal responsibility.* Prior to the issuance of any purchase order, contract, change order or contract modification, the department head or elected official shall verify that sufficient budgeted funds are available.
- (c) *Authorization to issue bids or other solicitations.* The director of purchasing may issue bids or other solicitations for any goods and supplies, equipment, services, or construction for which funds have been specifically budgeted. Approval of the using departments appropriate committee making the request is required prior to any solicitation for any goods and supplies, equipment, services, or construction not specifically authorized in the budget, except those covered in this division.
- (d) *Review of contracts.* At the discretion of the director of purchasing, the state's attorney may review, prior to award, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the state's attorney.
- (e) *Approval of contracts.*
  - (1) *Contracts of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services or \$50,000.00 for professional*

*services or more.* The committee in charge of the using agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds \$30,000.00 and \$35,000 or more for data processing and telecommunications equipment, software and services *or \$50,000.00 for professional services*, by resolution, to the county board for its consideration at its next meeting. After award by the county board, contracts shall be signed by the county board chairman or designee.

- (2) *Contracts of less than \$30,000.00 or \$35,000 or more for computers, data processing and telecommunications equipment, software and services or \$50,000.00 for professional services.* Department heads or elected officials may sign all contracts where the total cost of the contract is between \$7,000.00 and \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services *or \$50,000.00 for professional services*.
- (3) *Contracts involving a material alteration.* All contracts, regardless of cost, that will result in a material alteration this division shall be submitted to the appropriate committee, by resolution, to the county board for its consideration at its next meeting. After award by the county board, all such contracts shall be signed by the county board chairman.

#### **Sec. 2-363. - Contract changes.**

(a) *Change orders and contract modifications.*

- (1) All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by resolution or of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services *or \$50,000.00 for professional services* or more exceeds twenty percent of the original contract amount, approval of the using agency and the appropriate committee and the county board is required. It is the approval responsibility of the requesting department to obtain a resolution from the county board authorizing such price adjustment before such price adjustment shall be effective.
- (2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services *or \$50,000.00 for professional services*, or more, or the time of completion by a total of 30 calendar days or more, the department head or elected official shall make a determination in writing that:
  - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
  - b. The change is germane to the original contract as signed, or
  - c. The change order is in the best interests of the county and authorized by law.

- d. The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be available to the public for inspection.
- (3) When any change order or series of change orders for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.
- (4) The foregoing paragraph does not apply to highway department contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the change orders, in the aggregate, do not exceed the total dollar amount previously approved by resolution of the county board; however where a change order will result in the aggregate of all change orders exceeding the total dollar amount as previously approved by the county board, such change order shall be subject to the procedures contained in paragraph [1]—[3] above.
- (5) The director of purchasing or designee retains the right to get county board approval to sign all change orders and to consent to contract assignments. All such change orders shall be approved in writing by the head of the requesting department before execution of the change order by the director of purchasing. No change order may exceed the threshold set for sealed bids and cannot exceed a county board approved resolution. Additionally, the county engineer is authorized to sign change orders for projects relating to planning, design, construction and maintenance of highways, bridges, and culverts.
- (b) *Contract term and renewal.* Unless otherwise provided by law, a contract for goods or services may be entered into for any specified period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, including the time periods by which the contract is extended due to renewal, shall not exceed two years, but may include an option to renew up to five years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by board resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

The following governs contract renewals:

- (1) All contracts that contain an optional renewal clause shall be presented for approval with the total dollar value for the initial period of award.
- (2) All requests for contract renewals shall originate from the using department in the form of a request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.

- (3) The request shall be submitted at least 90 days prior to the expiration date of the current period.
  - (4) The purchasing department or using department will obtain contractor approval and submit the necessary correspondence for approval.
  - (5) All renewals shall be for the time period specified in the original contract document.
  - (6) All contracts containing renewal clauses shall not be presented to the appropriate committee and county board that exceed a total term of five years unless approved in advance by the director of purchasing.
- (c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the vendor shall be informed in writing of the cancellation.

**Sec. 2-364. - Surplus and obsolete supplies.**

(a) *Disposal of surplus and obsolete supplies.*

- (1) All county departments shall submit to the director of purchasing and in such form as he/she shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The director of purchasing shall have the authority to transfer any such commodities which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.
- (2) The director of purchasing shall have the authority to sell all such supplies, materials and equipment which cannot be used by any department or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
- (3) The director of purchasing shall provide the county auditor a listing of all surplus supplies, materials and equipment transferred, sold or otherwise disposed of in accordance with this section.
- (4) The director of purchasing shall allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the finance director.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict here with are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance Amendment shall be effective immediately upon passage.

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.



Respectfully Submitted,  
**FINANCE COMMITTEE**

**Agree**

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Jaime Salgado, Chairman

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Steve Schultz, Vice Chairman

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Paul Arena

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John Butitta

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Jean Crosby

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Joe Hoffman

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Keith McDonald

**Disagree**

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Jaime Salgado, Chairman

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Steve Schultz, Vice Chairman

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Paula Arena

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John Butitta

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Jean Crosby

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Joe Hoffman

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Keith Mc Donald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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**Lori Gummow**

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

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**Joseph Chiarelli**

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

## Executive Summary Exhibit A

### DIVISION 3: CENTRALIZED PURCHASING

#### Sec. 3-326 – Short Title

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

#### Sec. 2-327. - General provisions.

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago through continuous improvement of purchasing systems and procedures. To extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for certain professional services as defined in section 2-357, by the county board except as specified below. These provisions shall apply to all expenditures of public funds by a county department for purchasing regardless of its source, except as otherwise provided by federal or state law, regulations, County of Winnebago Ordinance or county administrative policy. Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or.
  - a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:
    1. Auditor 55 ILCS 5/3-1004.
    2. County clerk 55 ILCS 5/3-2003.2.
    3. Recorder 55 ILCS 5/3-5005.2.
    4. State's attorney 55 ILCS 5/3-9005.
    5. Treasurer 55 ILCS 5/3-10005.

- b. The following elected county offices have internal control over their offices except for purchases of equipment:
    - 1. Coroner 55 ILCS 5/3-3003.
    - 2. Sheriff 55 ILCS 5/3-6018.
  - c. The following offices are not subject to the county competitive bidding statute or purchasing ordinance.
    - 1. Courts.
    - 2. Public defender.
    - 3. Regional office of education.
    - 4. Clerk of circuit court.
  - d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
  - e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
  - f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.
- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, being 5 ILCS 140/1 et seq.).
  - (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of County contracts to act in good faith.
  - (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
  - (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

**Sec. 2-328. - Severability.**

If any provision of this division or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this division.

**Sec. 2-329. - Repealer.**

All ordinances, resolutions, rules and regulations in conflict with this division are hereby repealed to the extent of their inconsistency.

**Sec. 2-330. - Savings clause.**

Nothing herein, hereby adopted shall be construed to affect any suit or proceeding now pending in a court of law or any cause or causes accrued or existing under any prior resolution or ordinance. Nor may any right or remedy of any character be lost, impaired or affected by this division.

**Sec. 2-331. - Effective date.**

This division shall become effective at 12:01 a.m. 30 days after its adoption by the county board on

**Sec. 2-332. - Definitions.**

The words defined in this section shall have the meanings set forth below whenever they appear in this division.

*Architectural, engineering, and land surveying services.* Those professional services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

*Best and final offer (BAFO).* Is a term used in bids to indicate that no further negotiation on the amount or terms is possible. It can also be a bid containing final pricing and deliverables submitted by bidding contractors based on the outcome of the negotiations conducted during the initial bid stage.

*Bid.* An advertised, open, competitive solicitation for prices that are opened publicly.

*Bid security.* A guaranty that the bidder will enter into a contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the bid security.

*Bid tab.* Bid tabulations show each bidder's bid amount for each pay item in a contract. They are posted as soon as the authorized buyer certifies that a bid tab accurately reflects the bids received and publicly opened.

*Bidder's list.* A current database of potential vendors or contractors for each category of commodities and services repetitively purchased for county use.

*Business.* Any corporation, partnership, ;limited liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

*Change order.* Written authorization directing a contractor to modify or change an existing purchase order or contract.

*Competitive proposals.* Purchases over the Simplified Acquisition Threshold (SAT). Formal solicitation required as well as fixed price cost-reimbursement contracts and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with pricing being one of the factors.

*Competitive selection.* A process whereby public solicitation is used to select the most qualified and responsible provider of materials, equipment, supplies, services, construction, and construction related services. Methods of competitive selection include invitation for bid, requests for proposals, requests for qualifications and multiple price quotations.

*Confidential information.* Any information which is available to an employee only because of the employee's status as an employee of the County or its agencies and is not a matter of public knowledge or available to the public via request pursuant to the Illinois Freedom of Information Act, being 5 ILCS 140/1 et seq.

*Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

*Contract.* All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, construction or professional services that are legally binding promises enforceable by law.

*Contract file.* A record maintained in the purchasing department which may include a requisition, purchase order, contract documents and/or related correspondence.

*Contract modification.* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

*Contract renewal.* Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. If the bid document does not include provisions for renewal, any continuation of the contract would be considered a new contract and therefore must be re-bid.

*Contract-revenue generating.* Revenue generating contracts are agreements under which the county receives from a vendor either a commission or share in the profit generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

*Contractor.* Any person having a contract with the County or a using agency thereof.

*Cooperative-~~joint~~ purchasing.* Procurement or purchasing conducted by or on behalf of more than one governmental unit.

*Cost-reimbursement grant.* A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this division, and a fee or profit, if any.

*County board chairman.* The county officer elected by the electors of the county to serve as chairman of the county board.

*County agency.* A county officer, employee, department, office, official, commission, county board, or agency whose purchasing authority is subject to the provisions of this division.

*Debarment.* The process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the US General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

*Discussions.* Oral or written negotiations between the county or its agencies and an offeror during which information is exchanged about specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

*Elected official.* For the purposes of this division, elected official includes; clerk of the circuit court, county auditor, county board chairman, county board members, county clerk, county coroner, county treasurer, and county recorder, superintendent of the regional office of education, county sheriff and state's attorney. For purposes of this division, the Chief Judge of the 17th Circuit Court is also considered an elected official.

*Emergency purchase.* Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services.

*Employee.* An individual drawing a salary from the county whether elected or not, and any individual performing uncompensated personal services for the county.

*FOIA.* Freedom of Information Act 5 ILCS 140/1 et seq.

*F.O.B.* Freight on Board.

*Goods and supplies.* All personal property relating to the maintenance, repair and operating materials necessary to sustain day to day county operations.

*Gratuity.* A payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

*IDOT.* Illinois Department of Transportation.

*Independent contractor.* A person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved.

*Invitation for bids (IFB).* A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

*Irresponsible bidder.* A bidder or prospective bidder who has failed to furnish, upon written request, proof of his/her responsibility; or who has, as a vendor or contractor with the County, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, any provisions of this division.

*Local bidder.* A firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to the county.

*Material Alteration.* Any construction, repair, reconstruction, rehabilitation, addition or improvement of a county owned, leased or rented building or structure, which appreciatively affects or influences its function, use or appearance.

*Materials.* Items or supplies required in the performance of day-to-day operations.

*Multi-year contracts.* Procurement contracts extending more than one year.

*Multiple price quotation.* Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three sources or vendors prior to purchase.

*Negotiations.* The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms.

*Notice to proceed.* Formal notification given to the contractor or vendor that officially begins the project.

*Person.* Any individual or group of individuals, business, union, contractor, firm, corporation, trustee, partnership, association, joint venture, committee, club or other entity.

*Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, construction, or professional services. It also includes all functions that pertain to the obtaining of any goods, service, construction, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

*Proprietary procurement.* The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Proprietary procurement requires written justification from the requesting department explaining why there is only one source. Such justification should be reviewed and co-signed by the director of purchasing for validity.

*Purchasing card (P-card).* A payment method using a card issued by a bank or major credit card provider for county purchases.

*Professional service.* The service of a person possessing a high degree of professional skill where the ability or fitness of the person plays an important part and the primary reason for contracting with the person is the county's confidence, trust and belief in his or her talent and ability to perform the services. Professional services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health professionals.

*Purchase order.* A written order signed and issued by the purchasing department directing a business to provide goods, services, construction or professional services on behalf of the county.

*Purchase requisition.* An internal document, by which a department sends, to the purchasing department, details of goods, supplies, services, equipment, construction, or professional services to meet its needs for a specific job.

*Purchasing agent.* The director of purchasing or any staff member of the purchasing department authorized to act as a purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services, and processing contract and purchase orders.

*Request for Information.* All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial market equipment, supplies, services, construction, and construction related services.

*Request for proposals (RFP).* A formal request to prospective vendors soliciting proposals and it contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Proposals are submitted in sealed envelope and opened privately. Vendors are selected based on a qualification based evaluation.

*Request for Qualification (RFQ).* Documentation requested for professional services including, but not limited, to a list of professional references and similar work performed.

*Requisition.* An electronic request issued by a county department head or his/her designee against available and approved funds authorizing the purchasing department to issue a purchase order on the department's behalf.

*Responsible bidder or officer.* A person who has the capability in all requests to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

*Responsive bidder.* A person who has submitted a bid which conforms in all material respects to the invitation for bid.

*Reverse auctions.* A reverse auction is a real-time bidding process taking place at a scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods and services specified in the invitation for bid.



*Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

*Small purchase threshold.* The threshold established by the county at which public bids are not required.

*Small purchases.* Purchases that are at least \$7,000.00 and less than \$30,000.00.

*Sole source procurement.* Award of contract when there is only one source for the required supply, service, or construction item as determined through a competitive selection process. ~~The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Sole source procurement requires written justification from the requesting department explaining why there is only one source. Such justification will be reviewed by the director of purchasing for validity.~~

*Solicitation.* An invitation for bids or request for proposals **or qualifications** to provide materials, services, equipment, supplies or construction and construction related services and professional services.

*Specification.* Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

*Stringing.* Dividing or fragmenting procurements in order to circumvent any of the provisions of this division. Stringing is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the intent to circumvent procurement policies.

*Subcontractor or supplier.* A vendor which enters into a contract with a prime contractor to provide goods or services pursuant to a contract between the prime contractor and the county.

*Surplus property.* Property including goods and supplies and equipment that exceeds the reasonably foreseeable needs of the county or no longer has any use to the county.

*Suspension.* Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure, having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings.

*Unauthorized purchase.* An unauthorized purchase occurs when the materials, services, or any expense is charged to the county by a person who has not been given such authority. Unauthorized purchases include procuring goods and supplies, equipment, construction, or services (including professional services) without following this ordinance. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the county for the expense, even though the goods and supplies, equipment, construction, or services (including professional services) are used for county business.

*Used equipment.* Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least 25 percent below current market price; or (c) is otherwise determined by the director of purchasing on a case-by-case basis to be a bona fide used item.

*Using department or agency.* Any county department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this division.

#### **Sec. 2-333. - Director of purchasing.**

The director of purchasing shall serve as the purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services in accordance with this division. the director of purchasing and compensation shall be recommended by the county administrator with the approval of the county board chairman.

Before entering upon the duties of his office, the county director of purchasing shall execute a bond to the county in an amount to be prescribed by the county board, with sureties approved by the county board and which bond shall be conditioned as follows: That he shall faithfully perform all duties which are or may be required by law and county ordinance to be performed by him as county director of purchasing in the time and manner prescribed or to be prescribed by law and county ordinance; and when he shall be succeeded in office, shall surrender and deliver over to his successor in office all supplies, materials, equipment, books, papers, monies and other things belonging to the county and appertaining to his office, then the above bond shall void; otherwise to remain in full force and effect.

#### **Sec. 2-334. - Purchasing department duties.**

The purchasing department shall work cooperatively with all departments in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall;

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) Departments shall forward to the purchasing department suggested specifications for goods and supplies, equipment, services, construction, and professional services. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Specifications for construction and maintenance of highways, bridges and culverts shall be prepared by the county engineer. All specifications, including those prepared for the

county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.

- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.
- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using the materials, supplies, services, equipment, construction, construction related services and professional services.
- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- (7) Have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the director of purchasing shall consider the county's requirements, its resources, and the potential contractor's capabilities. The purchasing department shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.
- (8) Obtain expert advice and assistance from personnel of county departments in development of specifications.
- (9) Exercise supervision over inventories of goods belonging to the county.
- (10) Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.

**Sec. 2-335. - Reserved.**

**Sec. 2-336. - Procedural rules and regulations.**

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments in making determinations relative to the purchase of good and services, equipment, services, construction and professional services.

- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.
- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

**Secs. 2-337, 2-338. - Reserved.**

**Sec. 2-339. - Duties of the state's attorney.**

The state's attorney or his/her designee shall serve as legal counsel and provide necessary legal services to the director of purchasing. Bid specifications, requests for proposals and contracts may be reviewed by the state's attorney before dissemination or execution, should that review, in the opinion of the director of purchasing, be necessary.

**Secs. 2-340—2-347. - Reserved.**

**Sec. 2-348. - Availability of funds.**

Except in emergencies, as described in section 2-357, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the county auditor shall have certified that the unexpended balance, in the proper appropriation for the expenditure account concerned, is sufficient to defray the amount of such contract or purchase order.

**Sec. 2-349. - Unlawful purchases.**

Except as otherwise provided by law, if any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this division, such purchase order or contract shall be void and have no legal effect.

It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services in order to evade the provisions of section 2-357.

**Sec. 2-350. - Personal purchases.**

No purchases of supplies or equipment for the personal use of an official, agency head or employee of the county shall be made by the county director of purchasing.

**Sec. 2-351. - Conflict of interest; acceptance of gratuities, penalties.**

- (a) Neither the county director of purchasing, nor any full time county employee, shall participate directly or indirectly in a procurement when they know that:

- (b) They or any member of their immediate family has a financial interest pertaining to the procurement.
- (c) A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.
- (d) Neither the county purchasing director, nor any county employee shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.
- (e) Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge.
- (f) The offer or delivery of any such gratuity to any official or employee of the county by any vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder, and for debarring him/her from the bidder's list.

**Secs. 2-352—2-356. - Reserved.**

**Sec. 2-357. - Source selection and contract formation.**

- (a) Purchases below *Simplified Acquisition Threshold*. ~~competitive bidding threshold.~~
  - (1) *Simplified Acquisition Threshold (SAT)* ~~Competitive bidding.~~ The ~~competitive bidding~~ threshold for the purpose of this division is established at the level of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services.
  - (2) *Micro purchases.* Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than \$7,000.00. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.
  - (3) *Small purchases.* Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least \$7,000.00 and less than the competitive bidding threshold of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services, may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three informal quotations have been sought prior to selection. No formal bids shall be required. The results of the quotes shall be reported to and/or made available for inspection by the county auditor.
  - (4) *Informal procurement methods when using Federal funds.* When the value of the procurement for property, goods or services does not exceed the *simplified acquisition threshold (SAT)*, formal procurement methods are not required. The non-Federal entity (county) may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.
  - ~~(4)~~ (5) *Artificial division or fragmentation prohibited.* Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the ~~competitive bidding~~ *Simplified*

**Acquisition Threshold** in order to circumvent any bidding or competitive selection process and procedures described in this division.

(b) *Competitive bidding.*

- (1) *Conditions for use.* All procurements whose value equals or exceeds the **Simplified Acquisition Threshold** ~~competitive bidding threshold~~ of **\$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services**, shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for proposals), 2-357(d) (Professional services), 2-357(e) (Sole-source), 2-357(f) (Emergency procurements), 2-357(g) (Cooperative ~~joint~~ purchasing) or as provided by state statute.
- (2) *Invitation for bids (IFB).* The method of procurement is selected by the cost or the nature of the procurement. An invitation for bids (IFB) solicitation shall be issued and include all specifications, terms and conditions applicable to the procurement.
- (3) *Public notice.* Reasonable time for the required public notice of the invitation for bids shall be given of not less than ten calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website
- (4) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and the relevant information the director of purchasing deems appropriate shall be read aloud and recorded on an abstract bid tab. The abstract bid tab shall be available for public inspection for a reasonable period of time.
- (5) *Late bids.* No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.
- (6) *Acceptance and evaluation of bids.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by this division. Bids shall be evaluated to determine which bidder offers the lowest cost to the county in accordance with the evaluation criteria set forth in the solicitation. Only objectively measurable criteria set forth in the invitation for bids shall be applied in determining the lowest responsive bidder. Examples of such criteria include, but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the county, availability of support services, uniqueness of the service, materials, equipment or supplies, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. Alternative bids may be considered and

accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids solicitation.

- (7) *Award.* Upon submittal and approval from the using department's appropriate committee and county board, the contract shall be awarded by a purchasing department notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. All contractually required documentation will be required prior to any notice to proceed.
- (c) *Request for proposals (RFP).*
- (1) *Conditions for use.* In cases where the county seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal (RFP) procedure. Reasons for using the request for proposal procedure shall be approved by the director of purchasing prior to the commencement of this procedure. Professional service contracts that equal or exceed \$50,000.00 shall be subject to a request for proposal according to the selection process set forth in this division.
  - (2) *Request for proposals (RFP).* A request for proposals shall be issued and include all specifications or **scope of services**, terms and conditions applicable to the procurement.
  - (3) *Public notice.* Reasonable time for the required public notice of the Request for Proposals shall be given of not less than ten calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of the proposals. For offers requiring a mandatory pre-proposal conference, the public notice must be published at least five calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website.
  - (4) *Receipt of proposals.* Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded.
  - (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
  - (6) *Discussions with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted only with the responsible offerors, whose submitted proposals are determined to be the most susceptible of being selected for award, for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of

proposals. Such revision may be permitted, after submissions and prior to award for the purpose of obtaining best and final offers.

(7) *Discussions with vendors on un-priced offers.* The director of purchasing may hold discussions with any bidder who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offer. During discussions, the director of purchasing shall not disclose any information derived from one un-priced technical offer to any other bidder. After discussions, the director of purchasing shall establish a new closing date for receipt of final technical offers. Bidder shall be notify, in writing, of the new closing date for the final technical offers.

(8) *Guarantees and warranties.* Terms and conditions of bidders' or proposers' and manufacturers' guarantees and warranties will be considered in the evaluation of bids.

~~(9)~~ *Award.* Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the county with price and other factors considered. After submission and approval by the using department's appropriate committee and the county board, award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the county based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

(d) *Professional services selection process.* There will be circumstances where it will be necessary or advisable for the county to engage the services of independent professionals because of the county's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the county to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with county staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity such as construction.

(1) *Requirements for engagement of independent professionals.* The need or requirement of the county for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:



- The project requires an independent professional as a condition of federal, state or local law or regulation, or as a condition of a federal, state or other grant or intergovernmental agreement;
- The project requires specialized expertise or multiple areas of expertise not available from existing staff;
- County staff is not available for the project due to present or anticipated workload or other time constraints;
- The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise;
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

(2) *Procedures for selection of independent professionals not subject to the Local Government Professional Services Selection Act.* Contracts for professional services that are less than \$10,000.00 may be awarded by department heads pursuant to rules promulgated by the director of purchasing. Contracts for professional services that are at least \$7,000.00 and less than \$50,000.00 may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$50,000.00 shall be awarded after a competitive selection process that includes a request for proposals to provide the services, except in cases of actual emergency as set forth in this division.

(3) *Procedures for selection of independent professionals subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510 et seq. (the "Act"), and by State, Federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations.

(e) *Sole source procurement.* A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable to competitive bids or proposals. The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms. Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- There is only one source for the required goods and supplies, equipment, service, or construction;

- A sole supplier's item is needed for trial use or testing;
- Products are bought for over-the-counter resale;
- Purchases of used equipment.

(f) *Emergency procurements.* Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate department head, or elected official forwarded to the director of purchasing, and included in the contract file. A confirming resolution, along with the written determination, shall be submitted to the county board for all emergency procurements of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services or more for goods, equipment and services; and for any professional services agreements.

The director of purchasing shall negotiate with the supplier, to the extent practical, a contract in the best interest that must be reasonable considering the circumstances.

(g) *Cooperative ~~joint~~ purchasing.* Subject to applicable state statutes, the county may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services, or construction with one or more public agencies ~~agencies~~. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts, federal contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required. These cooperative purchased may be done without the formality of bidding set forth in this division. County board award procedures as detailed must still be followed.

(1) *Cooperative use of goods and supplies and services.* To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the county may enter into an agreement independent of the other requirements of this division with any other public procurement unit for the cooperative use of goods and supplies and services under the terms agreed upon between the parties. Competition requirements shall be met with documented procurement actions using strategic sourcing, shared services, and other similar arrangements.

(2) *Joint use of facilities.* The county may enter into agreements for the common use or lease of warehouse space, maintenance facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.

(3) The county's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out

procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(h) *Solicitation amendments.*

(1) *Conditions for use.* If necessary, an amendment to a solicitation shall be issued to:

- Make changes in the solicitation
- Correct defects or ambiguities
- To furnish other bidders information provided one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.

(2) *Distribution.* Amendments to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.

(3) *Receipt acknowledgement.* Amendments shall require the bidder to acknowledge receipt of ~~the~~ **any mandatory** amendment by in their bid response on or before the scheduled date and time of the opening **or due date.**

(4) *Timeframe for vendor evaluation.* Amendments shall be issued in a reasonable period, **and if a major change to the specification or requirements will be considered mandatory amendments,** not less than five calendar days before the due date to allow prospective bidders sufficient time to consider the **mandatory** amendment in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. **Due date extensions are not required on non-mandatory type of amendments.**

(i) *Pre-bid and pre-proposal conferences.* The county may conduct a pre-bid or pre-proposal conference within a reasonable time, but not less than five days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the county unless a written amendment is issued.

(j) *Pre-opening modification or withdrawal of bids/offers.*

(1) *Invitation for bid -Modification or withdrawal.* A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their bid. A bid may not be withdrawn if the bid opening has begun. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate file.

(2) *Request for proposal -Withdrawal.* A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening

date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.

- (k) *Late bids/offers, late withdrawals and late modifications.* A bid, offer, withdrawal, or modification is considered late by the county if it is received after the date and time set for the submission of such bids/offers. A late bid, late offer, late withdrawal, or late modification shall be rejected unless it would have been received on time but for the action or inaction of county personnel. Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable. Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate file.
- (l) *Unidentified bids/offers.* An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid or offer applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the file until the scheduled bid date.
- (m) *Mistakes in bids/offers.*
- (1) *Mistake discovered prior to bid/offer opening.* A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer.
  - (2) *Mistake discovered after bid/offer opening.* After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;
    - In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the county.
    - The director of purchasing may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interest of the county.
    - Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended. The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the correction.
    - In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
    - The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the bid withdrawal.

- (3) *Mistake discovered after award.* Mistakes shall not be corrected after award of a contract except in cases where the director of purchasing makes a written determination that it would be unconscionable in not allowing correction of the error and upon approval from the appropriate committee and county board.
- (4) *Written determination.* If a correction or withdrawal of a bid/offer after bid/offer opening is permitted or denied under this section, the director of purchasing shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal. This section shall not preclude any offer modifications requested or allowed as part of a request for proposals process.
- (n) *Only one bid/offer is received.* If only one responsive bid/offer is received to a solicitation, an award may be made to the single bidder/offeror if the director of purchasing determines that the price submitted is fair and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the director of purchasing may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation process.
- (o) *Tie bids.* Tie bids are the lowest cost bids from responsive and responsible bidders that are identical in price. Award of tie bids will be determined as follows:

If the bids are equal in all respects, the award shall be made by a coin toss by the director of purchasing with one or more witnesses upon three days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.
- (p) *Confidential information.* If a person believes a bid, proposal, offer, specification or protest submitted to the county contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the Illinois Freedom of Information Act (the "Act"). The county does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The county expressly disclaims all liability for such disclosure.
- (q) *Cancellation of a solicitation.* A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the county. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the county shall contain language stating the county's right to cancel the solicitation and to reject submitted bids or proposals.
- (1) *Cancellation of a solicitation before the due date and time.* The director of purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the county. If a solicitation is cancelled before the required submittal date and time, notice of the

cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.

- (2) *Cancellation of a solicitation after receipt of bids or proposals.* The director of purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the county. A notice of cancellation shall be sent to all bidders or offeror's submitting bids or proposals.

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the director of purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the county's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

- (r) *Rejection of individual bids or proposals.* A bid or proposal may be rejected if:

- The bidder is determined to be non-responsible.
- The bid is non-responsive.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interests of the county.

Bidders or offeror's will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file. The determination for rejection will be retained in the procurement file and shall be available for public inspection.

- (s) *Responsibility of bidders and offerors.* The county must award contracts only to responsible contractors or offerors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with policy, record of past performance, and financial and technical resources.

- (1) *Determination of vendor responsibility.* Before awarding a contract to a bidder or offeror, the director of purchasing will determine whether that bidder or offeror is responsible. The signature of the appropriate official authorized to execute the contract award signifies the bidder or offeror is responsible.

- (2) *Factors in determining responsibility.* Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel.
- The bidder's or offeror's record in terms of past performance and integrity, such as a recent record of failure to perform or of unsatisfactory performance in

accordance with the terms of one or more contracts; a debt owed by the contractor to the county; or suspension or debarment by another governmental entity.

- Whether the bidder or offeror is legally qualified to do business with the county.
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility.
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation.
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility.
- The qualities of the products supplied, their conformity with the specifications and their suitability to the requirements of the county.
- Availability of support services.
- Compatibility to existing equipment.
- Delivery terms.

- (3) *Determination of a non-responsible bidder/offeror.* A determination of a non-responsible bidder or offeror shall be in writing by the director of purchasing outlining the basis of the determination and a copy shall be included in the procurement file.
  - (4) *Notification to non-responsible bidder/offeror.* A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.
  - (5) *Dissemination of bidder/offeror information.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing department without the prior written consent by the bidder or offeror except in accordance with section on public access to procurement information.
  - (6) *Bidder/offeror rights.* A finding of non-responsibility shall not be construed as a violation of the rights of any person.
- (t) *Authorization for the use of electronic transmissions.* The use of electronic media for all procurement procedures, including acceptance of electronic signatures, is authorized consistent with Illinois law for use of such media. The director of purchasing shall determine which solicitations and/or contracts are suitable for electronic transmissions, giving consideration to appropriate security to prevent unauthorized access to the bidding, approval and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.
- (u) *Bid security, contract performance and payment bonds.* Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.
- (1) *Requirement for bid security.* Bid security may be required for contracts when provided by statute or when the director of purchasing determines it is in the county's best interests. Acceptable forms of security which may be submitted are: an executed surety bond issued by a firm licensed and registered to transact such business with the

State of Illinois; cash, certified check or cashier's check payable to the County of Winnebago (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the county.

- (2) *Amount of bid.* Bid security shall be in an amount not to exceed ten percent of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.
- (3) *Contract performance and payment bonds.* When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the county and shall become binding on the parties upon the execution of the contract. Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.
- (v) *Multi-year contracts.* Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the county, ~~not to exceed years,~~ with optional renewals up to five years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five years. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof, and copies of all contracts shall be submitted with annual budget requests.

The county shall cancel a contract due to unavailability of funds when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.
- (w) *Extension of bid/offer acceptance time.* After opening of bids or offers, the director of purchasing may request, in writing, an extension of time during which the county may accept the bids or offers only from bidders or offerors meeting the stipulated submission date and time requirements of the solicitation. Subsequent to receipt of the county's extension request the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the director of purchasing. No other modifications shall be allowed.
- (x) *Communication during the procurement process.* In an effort to create a more competitive and unbiased procurement process, the county shall establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with county personnel concerning this solicitation or the evaluation process must only be through the purchasing department staff. Inquiries will be collected by purchasing department staff who will then submit the inquiries to the department head responsible for the procurement. Responses by the department head to the inquiries will be submitted to the purchasing department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that



all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other county employees, agents of the county or elected officials is permitted unless expressly authorized by the director of purchasing. A violation of this provision is cause for the county to reject the bidder's proposal. If it is later discovered that a violation has occurred, the county may reject any proposal or terminate any contract awarded pursuant to this solicitation.

- (y) *Revenue generating contracts.* Revenue generating contracts are agreements under which the county receives a commission from a vendor or other public entity for goods or services sold, such as a joint-purchasing agreement or vending contract. Departments should ensure that an agreement has been fully executed between the county and the vendor or public entity. The director of purchasing and/or state's attorney's office is required to be notified of any revenue generating agreements that are executed by department heads and/or elected officials.
- (z) *Insurance requirements.* For all contracts, the contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the contract. The director of purchasing shall determine the types and amounts of coverage that shall be required, as recommended by the county's insurance broker/risk consultants. The contractor shall have the county named as an additional insured and furnish the director of purchasing with satisfactory evidence of said insurance. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the county, which generally requires that the company be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.
- (aa) *Hold harmless clause.* The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract upon award.
- (bb) *Fiscal responsibility.* Prior to the issuance of any purchase order, contract, change order or contract modification the department head or elected official shall verify that sufficient budgeted funds are available.
- (cc) *County records retention.* All determinations and other written records, emails and notes pertaining to the solicitation, award and performance of a contract shall be maintained for the county in the procurement records in the purchasing department. All procurement and contract records shall be retained and disposed of by the county in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

- (dd) *Contractor record retention.* For all contracts, the contractor and all sub-contractors shall be required to maintain adequate records appropriate to the type of contract, to retain such records for a minimum of three years from final payment unless otherwise specified in the solicitation, and to make such records available for inspection by the county upon reasonable terms consistent with state law. For contracts subject to the Illinois Prevailing Wage Act, the retention period shall be five years and the contractor shall also be required to submit certified payroll affidavits and to make such all payroll records available for inspection by the Illinois Department of Labor.
- (ee) *Reporting of anticompetitive practices.* When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, a notice of the relevant facts shall be transmitted to the state's attorney.
- (ff) *Technology purchases not suitable for competitive bid.* The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. The purchases over \$35,000 must be authorized by the county board. The purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase.
- (gg) *Request for information.* The director of purchasing may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a specific county requirement. Sufficient public notice shall be provided in the same manner as stipulated in Sec. 2.357
- (hh) *Grant programs.* Under certain grant programs, the county acts as a third-party administrator of local, state and federal funds and does not procure goods and services for the county. The processing of a grant requisition is done to facilitate the method of payment and does not require any of the normal procurement procedures or approvals under this ordinance.
- (ii) *Circumstance not suitable for bid.* The following types of procurements are determined by the county board to be not suitable for competitive bidding, some as defined in 55 ILCS 5/5-1022(c): purchases of used equipment, purchases at auction, sole supplier's item is needed for trial or testing, there is only one source for the required supply, services or construction item, purchases of regulated utility services or other services for which a tariff or set rates are published; purchases for which there has been a record of no competition, as evidenced by single bids, for four consecutive years.
- (jj) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. The director of purchasing and/or the responsible department head can conduct negotiations, as appropriate, as to price, delivery,

and terms. Noncompetitive procurement may be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property, supplies, construction or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity;
- (5) A sole supplier's item is needed for trial use, sample or testing;
- (6) Products are for over-the-counter resale;
- (7) For the purchases of used equipment;
- (8) For the purchases done by auctions; or
- (9) After researching of a number of sources, competition is determined inadequate.

(kk) *Geographical preferences prohibited.* A non-Federal entity (county) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

## **Sec. 2-358. - Specification**

(a) *Responsibility for specifications.*

- (1) The director of purchasing or delegated using department shall prepare, revise, ~~maintain~~ and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the county except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (2) Highway department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.
- (3) Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions for inclusion by the director of purchasing.
- (4) The director of purchasing shall retain authority to approve or disapprove all specifications.

(b) *Relationship with using departments.* The director of purchasing shall obtain expert advice and assistance from personnel of using departments in the development of specifications

and may delegate to a using department the authority to submit its own specifications. The director of purchasing shall retain authority to approve or disapprove all specifications.

- (c) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the county by architects, engineers, designers, and draftsmen.

## **Sec. 2-359. - Appeals and remedies.**

### **(a) *Bid protests.***

- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
- (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
- (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

- (b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

### **(c) *Authority to settle bid protests and contract claims.***

- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.
- (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from

the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.

- (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten business days. The decision of the county board chairman is final.
- (e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.
- (f) *Procedure for non-compliance for purchases.*
  - (1) *Procedure for non-compliance for purchases under \$30,000.00.* The county auditor shall not approve any payment for goods, supplies, services, or construction (except for professional services) unless such procurement was in compliance with the terms of this division. If the county auditor is requested to process any payment that is not in compliance with this division, the Auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate committee. If the purchase amount is \$30,000.00 or \$35,000 or more for computers, data processing and telecommunications equipment, software and services, or less, and, if the procurement is not in violation of Federal or state law, then the department head or elected official making the request of the auditor for payment, shall present the matter by resolution to the appropriate committee and the county board for its consideration.
  - (2) *Procedure for non-compliance for purchases of professional services.* If the county auditor is requested to approve any payment for professional services in excess of \$50,000.00 that is not in compliance with this division, the auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the chair of the appropriate committee. If the state's attorney opines that the services sought constitute professional services under state law, and, if the procurement is not otherwise in violation of federal or state law, then the department head or elected official making the request of the auditor for approval, shall present the matter by resolution to the appropriate committee and county board for its consideration.
  - (3) *Procedures for non-compliance prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state, or

local law, then the solicitation shall be cancelled or revised to comply with applicable law.

- (4) *Procedures for non-compliance prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing, after consultation with the state's attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.
- (5) *Procedures for non-compliance after award.* If, after an award, the director of purchasing, after consultation with the state's attorney, determines that solicitation or award of a contract was in violation of this division, then:
  - a. If the person awarded the contract has not acted fraudulently or in bad faith:
    - 1. The contract may be ratified and affirmed by the county board, provided it is determined that doing so is in the best interests of the county and provided that no violation of federal or state law has occurred in the procurement process; or
    - 2. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification; or
  - b. If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the county.

(g) *Remedies for solicitations or awards in violation of law.*

- (1) *Prior to bid opening or closing date for receipt of proposal.* If, prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this division.
- (3) *After award.* If, after an award, the director of purchasing determines that a solicitation or award of a contract was in violation of applicable law, then:
  - a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
  - b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

**Sec. 2-360. - Debarment.**

- (a) *Prohibition to award contracts to parties debarred or suspended.* No **federally funded** contract may be awarded to parties listed on the Federal government's Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the agency's office of inspector general, or on the county's own list of parties suspended or debarred from doing business with the county.
- (b) *Authority to debar.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the director of purchasing, after consultation with the state's attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:
- (1) Criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which seriously and directly affect responsibility as a county contractor;
  - (3) Conviction under state or federal antitrust laws arising out of the submission of bids or proposals;
  - (4) Violation of contract provisions or a character which is regarded by the director of purchasing to be so serious as to justify debarment, including, but not limited to:
    - (a) Deliberate failure to perform the specifications or within the time limit provided in the contract; or
    - (b) A record within the previous five years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
  - (5) Any other cause which the director of purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by any other governmental entity for any cause listed in this division; and
  - (6) For violation of the ethical standards set forth in this division.
- (c) *Decision to debar.* The director of purchasing shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved. A copy of said decision shall be provided to the county board chairman.
- (1) A copy of the decision required by this section shall be mailed or otherwise delivered by the director of purchasing to the debarred person within five business days after such decision is made.
  - (2) A decision to debar shall be final. The debarred person shall have ten business days after receipt of the decision to submit a written appeal to the county board chairman.

for consideration by the appropriate committee. The debarred person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The appropriate committee shall issue its decision promptly, but in no event later than 30 calendar days after conclusion of the hearing. The decision of the appropriate committee shall be final.

**Sec. 2-361. - Contract management policy.**

- (a) *Contract policy.* This section defines the parameters by which a county contract is created and defines the required administrative review process for managing county contracts. The purchasing department shall be responsible for ensuring that all contracts comply with applicable federal and state laws and internal procedures. All contracts entered into by the county, including original contracts, amendments, and extensions, may be signed only by the designated authority set forth in this division, are subject to appropriate legal review, and must be stored and retained according to document retention policies unless specifically excluded by this or another policy adopted by the county board.
- (b) *Definitions.*
  - (1) *Contract compliance.* The process of reviewing and managing contracts and agreements that bind the county. Policies that determine how contracts will be processed fall under the responsibility of the county board and shall be enforced by county administration and administered through the purchasing department.
  - (2) *Contract administration.* The ongoing process of ensuring that the terms and conditions of contracts are being implemented as agreed to by the parties. Contract administration is the responsibility of the purchasing department and the requesting department head or elected official. The department head or elected official is the individual responsible for promoting the contract, including ensuring that appropriate approval is obtained and, where required, the appropriate committee and county board approval.
- (c) *Procedures.*
  - (1) All proposed contracts must be submitted to the purchasing department for review and processing. The director of purchasing, upon completion of his/her review, may if deemed necessary, submit the contract to the state's attorney or his/her designee, to ensure that the contract meets all legal requirements.
  - (2) If submitted to the state's attorney or his/her designee, for review, after an opinion has been rendered on the proposed contract, the director of purchasing will edit the language of the contract as suggested by the state's attorney or his/her designee and forward the revised draft contract to the department head or elected official to obtain approval as required by this division. If no legal opinion is requested, the director of purchasing will, upon completion of his/her review, forward the draft contract to the



department head or elected official to obtain approval before proceeding, when required, to the appropriate committee and county board for approval.

- (3) After approval of the proposed contract is obtained, the director of purchasing will send the contract to the vendor for signature with instructions to return it to the purchasing department. Upon receipt of the signed contract, the director of purchasing shall be responsible to have the contract executed on behalf of the county and will advise the requesting department head or elected official when the contract has been duly executed and is in force.
  - (4) The purchasing department will index and image the contract, ensuring access to it by the requester and other county officials. The original contract will be filed with the county clerk's office. A system will be put in place that will generate a notice to the originating department head or elected official months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.
- (d) *Types of contracts.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county may be used, provided that the use of a cost- plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the county than any other type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.
- (e) *Multiple source contracting.* A multiple source award is an award of an indefinite quantity for one or more similar goods or services to more than one bidder. A multiple source award may be made when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with this division, as applicable. Multiple source awards shall not be made when a single award will meet the county's needs without sacrifice of economy or service. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the county without sacrificing economy and service.
- If a multiple source, award is anticipated prior to issuing a solicitation, the county shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation. The director of purchasing shall make a determination setting forth the reasons for a multiple source award.
- (f) *Excluded contracts.* Unless mandated by the county board no employment or **U.S. Health Insurance Portability and Accountability Act of 1996** HIPPA contracts will be held in the purchasing department nor will they be approved or negotiated by the director of purchasing.

**Sec. 2-362. - Contract execution.**

- (a) *Requisitions.* Prior to submission to the purchasing department, all requisitions shall be approved by the department head or elected official making the request or by an individual authorized by the department head or elected official.

- (b) *Fiscal responsibility.* Prior to the issuance of any purchase order, contract, change order or contract modification, the department head or elected official shall verify that sufficient budgeted funds are available.
- (c) *Authorization to issue bids or other solicitations.* The director of purchasing may issue bids or other solicitations for any goods and supplies, equipment, services, or construction for which funds have been specifically budgeted. Approval of the using departments appropriate committee making the request is required prior to any solicitation for any goods and supplies, equipment, services, or construction not specifically authorized in the budget, except those covered in this division.
- (d) *Review of contracts.* At the discretion of the director of purchasing, the state's attorney may review, prior to award, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the state's attorney.
- (e) *Approval of contracts.*
  - (1) *Contracts of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services or \$50,000.00 for professional services or more.* The committee in charge of the using agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds \$30,000.00 and \$35,000 or more for data processing and telecommunications equipment, software and services or \$50,000.00 for professional services, by resolution, to the county board for its consideration at its next meeting. After award by the county board, contracts shall be signed by the county board chairman or designee.
  - (2) *Contracts of less than \$30,000.00 or \$35,000 or more for computers, data processing and telecommunications equipment, software and services or \$50,000.00 for professional services.* ~~The county board chairman and county administrator~~ Department heads or elected officials may ~~shall~~ sign all contracts where the total cost of the contract is between \$7,000.00 and \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services or \$50,000.00 for professional services.
  - (3) *Contracts involving a material alteration.* All contracts, regardless of cost, that will result in a material alteration this division shall be submitted to the appropriate committee, by resolution, to the county board for its consideration at its next meeting. After award by the county board, all such contracts shall be signed by the county board chairman.

**Sec. 2-363. - Contract changes.**

- (a) *Change orders and contract modifications.*
  - (1) All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by resolution or of \$30,000.00 and \$35,000 or more for computers, data processing and

telecommunications equipment, software and services or \$50,000.00 for professional services or more exceeds ~~twenty ten~~ percent of the original contract amount, approval of the using agency and the appropriate committee and the county board is required. It is the approval responsibility of the requesting department to obtain a resolution from the county board authorizing such price adjustment before such price adjustment shall be effective.

- (2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$30,000.00 and \$35,000 or more for computers, data processing and telecommunications equipment, software and services or \$50,000.00 for professional services, or more, or the time of completion by a total of 30 calendar days or more, the department head or elected official shall make a determination in writing that:
  - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
  - b. The change is germane to the original contract as signed, or
  - c. The change order is in the best interests of the county and authorized by law.
  - d. The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be available to the public for inspection.
- (3) When any change order or series of change orders for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.
- (4) The foregoing paragraph does not apply to highway department contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the change orders, in the aggregate, do not exceed the total dollar amount previously approved by resolution of the county board; however where a change order will result in the aggregate of all change orders exceeding the total dollar amount as previously approved by the county board, such change order shall be subject to the procedures contained in paragraph [1]—[3] above.
- (5) The director of purchasing or designee retains the right to get county board approval to sign all change orders and to consent to contract assignments. All such change orders shall be approved in writing by the head of the requesting department before execution of the change order by the director of purchasing. No change order may exceed the threshold set for sealed bids and cannot exceed a county board approved resolution. Additionally, the county engineer is authorized to sign change orders for projects

relating to planning, design, construction and maintenance of highways, bridges, and culverts.

- (b) *Contract term and renewal.* Unless otherwise provided by law, a contract for goods or services may be entered into for any specified period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, including the time periods by which the contract is extended due to renewal, shall not exceed two years, but may include an option to renew up to five years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by board resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

The following governs contract renewals:

- (1) All contracts that contain an optional renewal clause shall be presented for approval with the total dollar value for the initial period of award.
  - (2) All requests for contract renewals shall originate from the using department in the form of a request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
  - (3) The request shall be submitted at least 90 days prior to the expiration date of the current period.
  - (4) The purchasing department or using department will obtain contractor approval and submit the necessary correspondence for approval.
  - (5) All renewals shall be for the time period specified in the original contract document.
  - (6) All contracts containing renewal clauses shall not be presented to the appropriate committee and county board that exceed a total term of five years unless approved in advance by the director of purchasing.
- (c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the vendor shall be informed in writing of the cancellation.

**Sec. 2-364. - Surplus and obsolete supplies.**

- (a) *Disposal of surplus and obsolete supplies.*
- (1) All county departments shall submit to the director of purchasing and in such form as he/she shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The director of purchasing shall have the authority to transfer any such commodities which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.

- (2) The director of purchasing shall have the authority to sell all such supplies, materials and equipment which cannot be used by any department or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
- (3) The director of purchasing shall provide the county auditor a listing of all surplus supplies, materials and equipment transferred, sold or otherwise disposed of in accordance with this section.
- (4) The director of purchasing shall allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the finance director.



## Resolution Executive Summary

**Prepared By:** Circuit Clerk  
**Committee:** Finance Committee  
**Committee Date:** September 2, 2021  
**Resolution Title:** **An Ordinance Establishing Civil Fees, Criminal, and Traffic Assessments to be charged by the Circuit Clerk**  
**County Code:** Winnebago County Ordinance  
**Board Meeting Date:** September 9, 2021

### Budget Information:

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

### Background Information:

Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2019 CO 056, approved by the County Board on June 27, 2019, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County. Appellate decisions have resulted in a need for changes to civil filing fees.

### Recommendation:

The Office of the Circuit Clerk is recommending the approval of the following resolution, which has been reviewed and approved by the Chief Judge and Winnebago County State's Attorney.

### Contract/Agreement:

See Attachment

### Legal Review:

Yes - it was completed and court recommendations incorporated into the ordinance.

### Follow-Up:

Circuit Clerk will make necessary programming changes to FullCourt Enterprise.

Sponsored by: Jaime Salgado

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

SUBMITTED BY: FINANCE COMMITTEE

2021CO\_\_\_\_\_

AN ORDINANCE ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2019 CO 056, approved by the County Board on June 27, 2019, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 and 2019 CO 056 are hereby repealed in their entirety and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

Sec. 34 – 2. Civil Fees.

A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Local Rule 2.14.

B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$314.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$19.00 to be remitted to the State Treasurer and deposited as follows:

- (1) Mandatory Arbitration Fund - \$8.00
- (2) Access to Justice Fund - \$2.00



- (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) General Fund (Circuit Clerk) - \$180.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$40.00
  - (4) Neutral Site Exchange - \$14.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00
- e. The following additional filing fees shall be assessed on residential foreclosure cases only.
  - (1) First Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:
    - (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
  - (2) Second Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:
    - (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
  - (3) Third Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:
    - (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
- 2. SCHEDULE 2: \$264.00 to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00
    - (3) Supreme Court Special Purposes Fund - \$9.00

- c. \$200.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$130.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$40.00
  - (4) Neutral Site Exchange - \$14.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00

3. SCHEDULE 3: \$89.00 to be divided as follows:

- a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
  - (1) Court Automation Fund - \$10.00
  - (2) Court Document Storage Fund - \$10.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Access to Justice Fund - \$2.00
  - (2) Supreme Court Special Purposes Fund - \$9.00
- c. \$56.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$28.00
  - (2) C.A.S.A. – \$0.00
  - (3) Court Security Fund - \$10.00
  - (4) Neutral Site Exchange - \$8.00
  - (5) Children’s Waiting Room Fund - \$10.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00

4. SCHEDULE 4: \$0.00

C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$189.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$20.00
  - (2) Court Document Storage Fund - \$20.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

- b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Mandatory Arbitration Fund - \$8.00
  - (2) Access to Justice Fund - \$2.00
  - (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$125.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$61.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$36.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00

3. SCHEDULE 2: \$109.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$5.00
  - (2) Court Document Storage Fund - \$5.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$0.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$40.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$25.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$10.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00

D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$125.00 to be divided as follows:
    - a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
      - (1) General Fund (Circuit Clerk) - \$121.00
      - (2) Court Security Fund - \$4.00
  2. SCHEDULE 2: \$155.00 to be divided as follows:
    - a. \$35.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - (1) Court Automation Fund - \$15.00
      - (2) Court Document Storage Fund - \$15.00
      - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
    - b. \$10.00 to be remitted to the State Treasurer and distributed as follows:
      - (1) Mandatory Arbitration Fund - \$8.00
      - (2) Access to Justice Fund - \$2.00
    - c. \$110.00 to be remitted to the County Treasurer and distributed as follows:
      - (1) General Fund (Circuit Clerk) - \$92.00
      - (2) Court Security Fund - \$15.00
      - (3) Children's Waiting Room Fund - \$3.00
- E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:
1. Alias summons or citation: \$5.00
  2. Jury services: \$212.50
  3. Change of venue: \$40.00
  4. Petition to vacate or modify:
    - a. If filed within 30 days: \$50.00
    - b. If filed after 30 days: \$75.00
    - c. Notice sent to Secretary of State: \$40.00
  5. Appeals preparation:
    - a. If record is 100 pages or less: \$50.00
    - b. If record is between 100 and 200 pages: \$100.00
    - c. If record is 200 pages or more: Add'l fee of \$0.25 per page
  6. Garnishment, wage deduction, and citation proceedings:
    - a. Amount in controversy \$1,000 or less: \$15.00
    - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
    - c. Amount in controversy greater than \$5,000: \$50.00

7. Collections:
  - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
  - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
8. Mailing: \$10.00 plus the cost of postage
9. For each certified copy of a judgment, following the first copy: \$10.00
10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - (1) \$2.00 for the first page
    - (2) \$0.50 per page for the next 19 pages
    - (3) \$0.25 per page for all additional pages
11. For each record search, within a division or municipal district: \$6.00 for each year searched
12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
13. Performing a marriage in court: \$10.00
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records
16. Probate filings:
  - a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
  - b. Filing a claim:
    - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
    - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
    - (3) Amount claimed greater than \$10,000: \$60.00
  - c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00

- d. For a jury demand: \$137.50
- e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
- f. For each exemplification: \$2.00 plus the fee for certification

17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00

F. Unpaid Fees.

- 1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
- 2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Sec. 34 – 3. Criminal Assessments.

A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

B. Schedules:

1. SCHEDULE 1: Generic Felony Offenses

a. The Clerk shall collect \$549.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund

- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$195.00 to the State Treasurer

## 2. SCHEDULE 2: Felony DUI Offenses

a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$230.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$1,110.00 to the State Treasurer
- (3) \$200.00 to the treasurer of the unit of local government of the arresting agency

## 3. SCHEDULE 3: Felony Drug Offenses

a. The Clerk shall collect \$2,215.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00

- iv. Specialty Courts: \$15.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,861.00 to the State Treasurer

#### 4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

#### 5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:



- i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$155.00 to the State Treasurer
  - (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 6. SCHEDULE 6: Misdemeanor DUI Offenses

- a. The Clerk shall collect \$1,381.00 and remit as follows:
  - (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$225.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$155.00
      - ii. Court Security Fund: \$50.00
      - iii. Children's Waiting Room Fund: \$5.00
      - iv. Specialty Courts: \$15.00
    - (f) \$10.00 to the Child Advocacy Center Fund
    - (g) \$2.00 to the State's Attorney Records Automation Fund
    - (h) \$2.00 to the Public Defender Records Automation Fund
    - (i) \$10.00 to the County Jail Medical Costs Fund
    - (j) \$20.00 to the Probation and Court Services Fund
  - (2) \$707.00 to the State Treasurer
  - (3) \$352.00 to the treasurer of the unit of local government of the arresting agency

#### 7. SCHEDULE 7: Misdemeanor Drug Offenses

- a. The Clerk shall collect \$905.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

8. SCHEDULE 8: Misdemeanor Sex Offenses

- a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund

- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$150.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$80.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
- (2) \$97.00 to the State Treasurer
- (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

10. SCHEDULE 10: Minor Traffic Offenses

a. The Clerk shall collect \$226.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$60.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$2.00
    - iv. Specialty Courts: \$3.00
- (2) \$46.00 to the State Treasurer

- (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

#### 11. SCHEDULE 10.5: Truck Weight and Load Offenses

a. The Clerk shall collect \$260.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$92.00 to the State Treasurer

#### 12. SCHEDULE 11: Conservation Offenses

a. The Clerk shall collect \$195.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

a. The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$47.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$37.00
    - ii. Court Security Fund: \$10.00
- (2) \$14.00 to the State Treasurer
- (3) \$50.00 to the treasurer of the unit of local government of the arresting agency

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$22.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$12.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.

2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on August 23, 2021.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully submitted,

**FINANCE COMMITTEE**

**AGREE**

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

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

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the County Board of the County of Winnebago, Illinois.

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

Attested by:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

Sponsored by: Jaime Salgado

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

SUBMITTED BY: FINANCE COMMITTEE

2021~~19~~CO\_\_\_\_\_

AN ORDINANCE ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. ~~2014-2019~~ CO ~~033~~ 056, approved by the County Board on ~~May 22, 2014~~ June 27, 2019, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and



WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 and 2019 CO 056 are hereby repealed in their entirety and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

Sec. 34 – 2. Civil Fees.

- A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Local Rule 2.14.
- B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

- 1. SCHEDULE 1: \$314.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and deposited as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00

- (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) General Fund (Circuit Clerk) - \$180.00
    - (2) C.A.S.A. – \$3.00
    - (3) Court Security Fund - \$40.00
    - (4) Neutral Site Exchange - \$14.00
    - (5) Children’s Waiting Room Fund - \$13.00
  - d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$21.00
  - e. The following additional filing fees shall be assessed on residential foreclosure cases only, ~~according the tiers established pursuant to 735 ILCS 5/15-1504.1:~~
    - (1) First Tier Residential Foreclosure Cases - ~~\$615.00~~ \$65.00 to be divided as follows:
      - ~~(a) — \$540.00 to be remitted to the State Treasurer and distributed as follows:~~
        - ~~i. Abandoned Residential Property Municipality Relief Fund — \$350.00~~
        - ~~ii. Foreclosure Prevention Program Graduated Fund — \$140.00~~
        - ~~iii. Foreclosure Prevention Program Fund — \$50.00~~
      - ~~(b) — \$10.00 to be retained by the Clerk of the Circuit Court and deposited as follows:~~
        - ~~i. Circuit Court Clerk Operation and Administrative Fund — \$10.00~~
      - ~~(e)~~(a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
        - i. Foreclosure Mediation Fee Fund - \$65.00
    - (2) Second Tier Residential Foreclosure Cases - ~~\$365.00~~ \$65.00 to be divided as follows:
      - ~~(a) — \$295.00 to be remitted to the State Treasurer and distributed as follows:~~
        - ~~i. Abandoned Residential Property Municipality Relief Fund — \$175.00~~
        - ~~ii. Foreclosure Prevention Program Graduated Fund — \$70.00~~
        - ~~iii. Foreclosure Prevention Program Fund — \$50.00~~
      - ~~(b) — \$5.00 to be retained by the Clerk of the Circuit Court and deposited as follows:~~
        - ~~i. Circuit Court Clerk Operation and Administrative Fund — \$5.00~~
      - ~~(e)~~(a) \$65.00 to be remitted to the County Treasurer and distributed as follows:

i. Foreclosure Mediation Fee Fund - \$65.00

(3) Third Tier Residential Foreclosure Cases - ~~\$165.00~~ \$65.00 to be divided as follows:

~~(a) — \$99.00 to be remitted to the State Treasurer and distributed as follows:~~

~~i. — Abandoned Residential Property Municipality Relief Fund — \$35.00~~

~~ii. — Foreclosure Prevention Program Graduated Fund — \$14.00~~

~~iii. — Foreclosure Prevention Program Fund — \$50.00~~

~~(b) — \$1.00 to be retained by the Clerk of the Circuit Court and deposited as follows:~~

~~i. — Circuit Court Clerk Operation and Administrative Fund — \$1.00~~

~~(c)~~ (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:

i. Foreclosure Mediation Fee Fund - \$65.00

2. SCHEDULE 2: \$264.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

(1) Court Automation Fund - \$20.00

(2) Court Document Storage Fund - \$20.00

(3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$19.00 to be remitted to the State Treasurer and distributed as follows:

(1) Mandatory Arbitration Fund - \$8.00

(2) Access to Justice Fund - \$2.00

(3) Supreme Court Special Purposes Fund - \$9.00

c. \$200.00 to be remitted to the County Treasurer and distributed as follows:

(1) General Fund (Circuit Clerk) - \$130.00

(2) C.A.S.A. — \$3.00

(3) Court Security Fund - \$40.00

(4) Neutral Site Exchange - \$14.00

(5) Children's Waiting Room Fund - \$13.00

d. \$29.00 to be remitted to the County Treasurer and deposited as follows:

(1) Neutral Site Exchange - \$8.00

(2) Law Library Fund - \$21.00

3. SCHEDULE 3: \$89.00 to be divided as follows:

a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

(1) Court Automation Fund - \$10.00

- (2) Court Document Storage Fund - \$10.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Access to Justice Fund - \$2.00
- (2) Supreme Court Special Purposes Fund - \$9.00

c. \$56.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$28.00
- (2) C.A.S.A. – \$0.00
- (3) Court Security Fund - \$10.00
- (4) Neutral Site Exchange - \$8.00
- (5) Children’s Waiting Room Fund - \$10.00

d. \$29.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - \$21.00

#### 4. SCHEDULE 4: \$0.00

C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$189.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$19.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Mandatory Arbitration Fund - \$8.00
- (2) Access to Justice Fund - \$2.00
- (3) Supreme Court Special Purposes Fund - \$9.00

c. \$125.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$61.00
- (2) C.A.S.A. – \$3.00
- (3) Court Security Fund - \$36.00
- (4) Neutral Site Exchange - \$12.00
- (5) Children’s Waiting Room Fund - \$13.00

d. \$29.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - \$21.00

3. SCHEDULE 2: \$109.00 to be divided as follows:
  - a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
    - (1) Court Automation Fund - \$5.00
    - (2) Court Document Storage Fund - \$5.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$0.00
  - b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Supreme Court Special Purposes Fund - \$9.00
  - c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
    - (1) General Fund (Circuit Clerk) - \$40.00
    - (2) C.A.S.A. – \$3.00
    - (3) Court Security Fund - \$25.00
    - (4) Neutral Site Exchange - \$12.00
    - (5) Children’s Waiting Room Fund - \$10.00
  - d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$21.00
- D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:
  1. SCHEDULE 1: \$125.00 to be divided as follows:
    - a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
      - (1) General Fund (Circuit Clerk) - \$121.00
      - (2) Court Security Fund - \$4.00
  2. SCHEDULE 2: \$155.00 to be divided as follows:
    - a. \$35.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - (1) Court Automation Fund - \$15.00
      - (2) Court Document Storage Fund - \$15.00
      - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
    - b. \$10.00 to be remitted to the State Treasurer and distributed as follows:
      - (1) Mandatory Arbitration Fund - \$8.00
      - (2) Access to Justice Fund - \$2.00

c. \$110.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$92.00
- (2) Court Security Fund - \$15.00
- (3) Children's Waiting Room Fund - \$3.00

E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

- 1. Alias summons or citation: \$5.00
- 2. Jury services: \$212.50
- 3. Change of venue: \$40.00
- 4. Petition to vacate or modify:
  - a. If filed within 30 days: \$50.00
  - b. If filed after 30 days: \$75.00
  - c. Notice sent to Secretary of State: \$40.00
- 5. Appeals preparation:
  - a. If record is 100 pages or less: \$50.00
  - b. If record is between 100 and 200 pages: \$100.00
  - c. If record is 200 pages or more: Add'l fee of \$0.25 per page
- 6. Garnishment, wage deduction, and citation proceedings:
  - a. Amount in controversy \$1,000 or less: \$15.00
  - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
  - c. Amount in controversy greater than \$5,000: \$50.00
- 7. Collections:
  - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
  - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
- 8. Mailing: \$10.00 plus the cost of postage
- 9. For each certified copy of a judgment, following the first copy: \$10.00

10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - (1) \$2.00 for the first page
    - (2) \$0.50 per page for the next 19 pages
    - (3) \$0.25 per page for all additional pages
11. For each record search, within a division or municipal district: \$6.00 for each year searched
12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
13. Performing a marriage in court: \$10.00
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records
16. Probate filings:
  - a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
  - b. Filing a claim:
    - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
    - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
    - (3) Amount claimed greater than \$10,000: \$60.00
  - c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00
  - d. For a jury demand: \$137.50
  - e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
  - f. For each exemplification: \$2.00 plus the fee for certification
17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00

F. Unpaid Fees.

1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.

2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Sec. 34 – 3. Criminal Assessments.

- A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

B. Schedules:

1. SCHEDULE 1: Generic Felony Offenses

- a. The Clerk shall collect \$549.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$195.00 to the State Treasurer

2. SCHEDULE 2: Felony DUI Offenses

- a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund



- (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$230.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$1,110.00 to the State Treasurer
  - (3) \$200.00 to the treasurer of the unit of local government of the arresting agency

### 3. SCHEDULE 3: Felony Drug Offenses

- a. The Clerk shall collect \$2,215.00 and remit as follows:
  - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$255.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$185.00
      - ii. Court Security Fund: \$50.00
      - iii. Children's Waiting Room Fund: \$5.00
      - iv. Specialty Courts: \$15.00
    - (e) \$10.00 to the Child Advocacy Center Fund
    - (f) \$2.00 to the State's Attorney Records Automation Fund
    - (g) \$2.00 to the Public Defender Records Automation Fund
    - (h) \$20.00 to the County Jail Medical Costs Fund
    - (i) \$20.00 to the Probation and Court Services Fund
  - (2) \$1,861.00 to the State Treasurer

### 4. SCHEDULE 4: Felony Sex Offenses

- a. The Clerk shall collect \$1,314.00 and remit as follows:
  - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$255.00 to the County General Fund to be distributed as follows:
  - i. General Fund (Circuit Clerk): \$185.00
  - ii. Court Security Fund: \$50.00
  - iii. Children's Waiting Room Fund: \$5.00
  - iv. Specialty Courts: \$15.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

#### 5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund

(2) \$155.00 to the State Treasurer

(3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 6. SCHEDULE 6: Misdemeanor DUI Offenses

a. The Clerk shall collect \$1,381.00 and remit as follows:

- (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$225.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$155.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$707.00 to the State Treasurer
- (3) \$352.00 to the treasurer of the unit of local government of the arresting agency

#### 7. SCHEDULE 7: Misdemeanor Drug Offenses

a. The Clerk shall collect \$905.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund

- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 8. SCHEDULE 8: Misdemeanor Sex Offenses

a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund

- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$150.00 to the County General Fund to be distributed as follows:
  - i. General Fund (Circuit Clerk): \$80.00
  - ii. Court Security Fund: \$50.00
  - iii. Children's Waiting Room Fund: \$5.00
  - iv. Specialty Courts: \$15.00
- (2) \$97.00 to the State Treasurer
- (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

#### 10. SCHEDULE 10: Minor Traffic Offenses

- a. The Clerk shall collect \$226.00 and remit as follows:
  - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$115.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$60.00
      - ii. Court Security Fund: \$50.00
      - iii. Children's Waiting Room Fund: \$2.00
      - iv. Specialty Courts: \$3.00
  - (2) \$46.00 to the State Treasurer
  - (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

#### 11. SCHEDULE 10.5: Truck Weight and Load Offenses

- a. The Clerk shall collect \$260.00 and remit as follows:
  - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund

- (e) \$115.00 to the County General Fund to be distributed as follows:
  - i. General Fund (Circuit Clerk): \$105.00
  - ii. Court Security Fund: \$10.00

- (2) \$92.00 to the State Treasurer

## 12. SCHEDULE 11: Conservation Offenses

- a. The Clerk shall collect \$195.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

## 13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

- a. The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$47.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$37.00
    - ii. Court Security Fund: \$10.00
- (2) \$14.00 to the State Treasurer

- (3) \$50.00 to the treasurer of the unit of local government of the arresting agency

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$22.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$12.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

- 1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.
- 2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on ~~July 1, 2019~~  
August 23, 2021.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully submitted,

**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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Jaime Salgado, Chairman

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~~Burt Gerl~~ Jean Crosby

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~~Burt Gerl~~ Jean Crosby

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Joe Hoffman

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Joe Hoffman

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Steve Schultz

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Steve Schultz

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~~Dave Boomer~~ John Butitta

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~~Dave Boomer~~ John Butitta

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~~Dave Fiduccia~~ Paul Arena

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~~Dave Fiduccia~~ Paul Arena

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

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Keith McDonald

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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~ 2021 by the County  
Board of the County of Winnebago, Illinois.

Attested by:

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

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



Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_