

# **FINANCE COMMITTEE**

## **AGENDA**

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

**DATE:** THURSDAY, NOVEMBER 3, 2022  
**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 July 21, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Approving Sidewalk Patching for Courthouse and Public Safety Building
- F. Resolution to Fund Water Resources Strategic Plan with ARPA Funds
- G. Closed Session to Discuss Pending Litigation
- H. Resolution Authorizing Settlement of Pending Litigation (Rosemary Hunter v. Officer Maureen Ashby et al.)
- I. Other Matters
- J. Adjournment

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

Thursday, July 21, 2022  
Immediately Following Operations and Administrative Committee

**Present:**

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

**Others Present:**

Joe Chiarelli, County Board Chairman  
Pat Thompson, County Administrator  
Dave Rickert, Chief Financial Officer  
Marlana Dokken, Director, Chairman's Office of Criminal Justice  
Initiatives  
Lafakeria Vaughn, State's Attorney's Office  
Ann Johns, Purchasing Director  
Shawn Franks, Facilities  
Dan Magers, IT Department  
Tami Goral, Sheriff's Office  
Rick Ciganek, Sheriff's Office  
Ross Chapman, Finance Department  
Molly Terrinoni, Finance Director  
Angie Goral, County Board Member  
Dorothy Redd, County Board Member  
Pat McDiarmid, River Bluff Nursing Home  
Mark Lofgren, River Bluff Nursing Home  
Sydney Turner, Region 1 Planning Council

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of May 5 and 19, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Discussion Item ARP Phase 4 (David Rickert)
- F. Discussion Item County Budget Presentation (David Rickert)
- G. Discussion Item Bond Refinance (David Rickert)
- H. Ordinance for the Approval of Budget Amendment for the Health Department IDPH COVID-19 Grant
- I. Ordinance for the Approval of Budget Amendment for the ARP Phase 3 Public Safety Initiative

- J. Discussion Item Rural Transit Feasibility Study
- K. Future Agenda Items
- L. Adjournment

Chairman Salgado called the meeting to order at 6:01 PM.

**Motion to approve the minutes of May 5 and 19, 2022**

Moved: Mr. Schultz, Seconded: Mr. McDonald.

Motion passed by unanimous voice vote.

**Public Comment**

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

**Discussion Item Rural Transit Feasibility Study**

- A discussion followed.

**Discussion Item ARP Phase 4 (David Rickert)**

- A discussion followed.

**Discussion Item County Budget Presentation (David Rickert)**

- A discussion followed.

**Discussion Item Bond Refinance (David Rickert)**

- A discussion followed.

**Ordinance for the Approval of Budget Amendment for the Health Department IDPH COVID-19 Grant**

Motion by Mr. Schultz and Seconded by Mr. Hoffman.

- A discussion followed.

Motion passed by unanimous voice vote.

**Ordinance for the Approval of Budget Amendment for the ARP Phase 3 Public Safety Initiative**

Motion by Ms. Crosby and Seconded by Mr. Schultz.

- A discussion followed.

Motion passed by unanimous voice vote.

**Future Agenda Items**

None

**Motion to adjourn.** Moved: Mr. Schultz, Seconded: Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling  
Executive Assistant



## Resolution Executive Summary

**Prepared By:** Facilities Department

**Committee:** Finance Committee

**Committee Date:** November 3, 2022

**Resolution Title:** Resolution Approving Sidewalk Patching for Courthouse and Public Safety Building

**County Code:** Winnebago County Purchasing Ordinance

**Board Meeting Date:** November 10, 2022

**Budget Information:**

<b>Was item budgeted?</b>	Yes – CIP Funded	<b>Appropriation Amount:</b>	\$30,795 (PSB) \$28,913.00 (Courthouse)
<b>ORG/OBJ/Project Code:</b> 82200-46310-C2103- Public Safety Building 82200-46310-C2111- County Courthouse			

### Background Information:

Inspection of the sidewalks surrounding the Winnebago County Courthouse and the Public Safety Building revealed numerous trip hazards in need of repair.

This was on the Capitol Improvement Projects (CIP) list for 2022 and has been carried forward into Fiscal Year 2023. The Facilities Department obtained five (5) quotes for each individual project. N-Trak Group was deemed to be the lowest responsive and responsible bidder for each project. A \$14,000 contingency was added for possible unforeseeable expenses.

### Recommendation:

The County Facilities Engineer, Shawn Franks, has reviewed the quote responses received for the projects and recommends awarding the sidewalk repairs for both the Courthouse and Public Safety Building to N-Trak Group.

### Contract/Agreement:

Purchase Orders will be issued to N-Trak Group for sidewalk repairs to both the County Courthouse and Public Safety Building. Work is expected to be completed in November.

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

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**RESOLUTION APPROVING SIDEWALK PATCHING FOR COURTHOUSE AND PUBLIC SAFETY BUILDING**

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**WHEREAS**, the Winnebago County Facilities Department is responsible for the upkeep of all County buildings and their surrounding properties; and,

**WHEREAS**, the sidewalks surrounding the County Courthouse and the Public Safety Building are in dire need of repair; and,

**WHEREAS**, the Finance Committee has reviewed the quotes (Resolution Exhibit A) for the aforementioned service and recommends awarding the projects as follows:

**N-TRAK GROUP  
1523 WINDSOR ROAD  
LOVES PARK, ILLINOIS 61111**

**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, Purchase Orders with N-TRAK GROUP, 1523 WINDSOR ROAD, LOVES PARK, ILLINOIS 61111, in the amount of FIFTY NINE THOUSAND, SEVEN HUNDRED AND EIGHT DOLLARS (\$59,708.00).

**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 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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PAUL 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

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

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

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

**QUOTE SUMMARY**  
**SIDEWALK PATCHING FOR COURTHOUSE AND PUBLIC SAFETY BUILDING**

<b>VENDORS</b>	<b>N-Trak Group (Loves Park)</b>	<b>Cream City Concrete Contractors (Rockford)</b>	<b>Creative Concrete &amp; Landscaping (Rockford)</b>	<b>Olmecca Concrete, Inc. (Belvidere)</b>	<b>Campos Construction, Inc. (Rockford)</b>
<b>PROJECT 1 PUBLIC SAFETY BLDG</b>	<b>\$30,795.00</b>	\$36,586.00	\$36,954.00	\$61,590.00	\$39,275.00
<b>PROJECT 2 COURTHOUSE FRONT</b>	<b>\$11,088.00</b>	\$11,766.00	\$23,562.00	\$22,176.00 +\$1,500.00	\$15,525.00
<b>PROJECT 3 COURTHOUSE SIDE</b>	<b>\$3,825.00</b>	\$6,000.00	\$6,300.00	\$7,200	\$7,350.00
<b>GRAND TOTAL</b>	<b>\$45,708.00</b>	\$54,352.00	\$66,816.00	\$92,466.00	\$62,150.00
<b>TIMELINE:</b>	<b>Oct. 20 – Nov. 4</b>	TBD – Nov. 26	Sept. 23 – Oct. 26	Sept. 12 – Sept. 28	Sept. 15 – Oct. 28



## Resolution Executive Summary

**Prepared By:** David J. Rickert  
**Committee:** Finance Committee  
**Committee Date:** 11-03-2022  
**Resolution Title:** Resolution to Fund Water Resources Strategic Plan with ARPA Funds  
**County Code:** N/A  
**Board Meeting Date:** 11-10-2022

### Budget Information:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$160,829
<b>If not, explain funding source:</b> American Rescue Plan Act	
<b>ORG/OBJ/Project Code:</b> 61300	<b>Budget Impact:</b> N/A

**Background Information:** This cost will allow Winnebago County to develop a regional water management plan that will ensure all communities in Winnebago County to have access to safe, clean, affordable drinking water and wastewater services, as well as to set forth a framework for the management of water supplies and resiliency to floods, drought, and other risks. This plan will inform Winnebago County for the next 20 years.

**Recommendation:** Administration Supports

**Contract/Agreement:** See attachment

**Legal Review:** N/A

**Baker Tilly Review:** Approved

**Follow-Up:** Funds are subject to compliance with ARPA requirements with any agreement subject to review by the States Attorney's office.



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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

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**RESOLUTION TO FUND**  
**WATER RESOURCES STRATEGIC PLAN**  
**WITH ARPA FUNDS**

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**WHEREAS,** This cost will allow Winnebago County to develop a regional water management plan that will ensure all communities in Winnebago County to have access to safe, clean, affordable drinking water and wastewater services, as well as to set forth a framework for the management of water supplies and resiliency to floods, drought, and other risks. This plan will inform Winnebago County for the next 20 years and;

**WHEREAS,** in May 2021, Winnebago County Board received funds through the American Rescue Plan; and

**WHEREAS,** the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

**NOW, THEREFORE, BE IT RESOLVED,** by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to contract with Region 1 Planning Council for a water resources strategic plan for Winnebago County. For a sum not to exceed \$160,829.

**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 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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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 \_\_\_\_\_ 2022.

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



## Professional Services Agreement

Contract #: **202108-WC-PSA01**

Project Name: **Regional Water Management Plan**

This Professional Services Agreement (the “Agreement”) is made and entered into **November** \_\_\_\_, **2022**, (the “Effective Date”) by and between Region 1 Planning Council (“RPC”) and Winnebago County (“Client”).

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

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

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

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

- (a) **Purpose:** RPC staff shall work with designated the Client representatives to develop a regional water management plan that will ensure all communities in Winnebago County to have access to safe, clean, affordable drinking water and wastewater services, as well as to set forth a framework for the management of water supplies and resiliency to floods, drought, and other climate risks associated with pollution. This plan will inform Winnebago County for the next 20 years. RPC will also address other factors such as water equity and its relevance to locations of waste, ground, and surface water in relation to point source pollution and nearby populations.
- (b) **Scope:** Creation and completion of the project shall include data collection and analysis, stakeholder engagement, report documentation, and development of a water map & tool. The following work products shall be produced, including:
  - a. **Phase 0. Project Management:** Project management will be ongoing throughout the planning process and will include at minimum the following: project work plan preparation and execution of deliverables; project scheduling and budget tracking; and meeting facilitation.
  - b. **Phase 1. Water Resource Assessment:** This assessment will gather community health feedback and historic and current data on smaller community and non-community water systems in Winnebago County.
    - **Phase 1.1. Determinant of Health:** Identify priority determinant of health by working with stakeholders to identify determinants of health and develop a ranking system for the determinants of health, in addition to different components associated with these determinants
    - **Phase 1.2. Data Collection:** Gathering existing data to establish baseline conditions and to identify current and historic issues with water quality and community water systems.
    - **Phase 1.3. Data Analysis:** involve performing a complete analysis on the data collected. The end result will be a baseline conditions GIS map with all data points as separate layers. This map will reflect risk and resilience in Winnebago County, highlighting priority communities (i.e., those most vulnerable), based on water quality, quantity, and social demographic considerations.
    - **Phase 1.4. Community Water Recommendations and Decision Alternatives:** This phase will consist of targeted community engagement to identify priority health concerns based on the

community specific vulnerabilities identified in the previous phases. Once priority concerns have been compiled, all decision alternatives under consideration by decision-makers will be clearly identified to address these concerns. The following community engagement will take place:

- Steering Committee Meetings (3)
- Subcommittee (Small Community Water System) Meetings (4)
- Focus Groups (3): Members of Environmental Justice communities, interested community members, water reclamation districts, Illinois State Water Survey, Illinois Groundwater Association, other specialty groups in the region for more focused discussions as needed.
- Stakeholder Interviews (Mainly Small Community Water Systems)

c. **Phase 2. Health Impact Assessment:** The Health Impact Assessment phase will analyze the potential impacts of community water recommendations formed by community outreach, stakeholder engagement, and data analysis in Phase 1. These recommendations will be examined through several lenses, including public health, equity, and economic impacts.

- **Phase 2.1. Screening:** Once the proposed recommendations and decision alternatives under consideration by decision-makers are clearly identified in Phase 1, the potential for those proposals to impact health and the value the Health Impact Assessment (HIA) could provide - including effects on public health and potential for unequally distributed impacts - will be considered.
- **Phase 2.2. Scoping:** Determine the scope of health determinants and health effects that will be included in the HIA, the populations affected, the sources of data and the methods to be used in Assessment. The ongoing community outreach and data efforts initiated as part of Phase 1 will be utilized in these determinations.
- **Phase 2.3. Assessment:** Establish the baseline conditions related to health status and the health determinants to be included in the HIA (utilizing efforts from Phase 1 to the extent possible) and systematically consider the full range of potential impacts of the proposal on health determinants, health status, the equitable distribution of these impacts, and cost-benefit considerations.
- **Phase 2.4: Recommendations:** Provide recommendations, as needed, on feasible and effective actions to promote the potential positive health impacts and mitigate the potential negative health impacts of the proposed decision, identifying, where appropriate, alternatives or modifications to the proposal. This phase will also include funding source identification and describe both current and future system maintenance needs as it relates to public health.
- **Phase 2.5: Reporting:** Produce a publicly accessible report that includes, at minimum, documentation of the HIA's purpose, findings, recommendations, and documentation of the processes and methods involved. The report will be shared with decision-makers and other stakeholders.
- **Phase 2.6: Evaluation of the Process:** Determine the effectiveness of how the HIA was designed and undertaken, including preparation, research, reporting, and follow-up. Ideally, partners will provide feedback throughout the duration of the HIA process.

d. **Phase 3. Water Action Plan:** The Water Action Plan will be the road map to implementing recommendations identified from the HIA process. This plan will outline goals, responsible parties, timelines, prioritized steps, and implementation monitoring. Phase 3 will result in a Water Action Plan detailing key implementation strategies and actions as a result from the decision points/projects identified in Phase 1 and assessed in Phase 2. The plan will tentatively cover the below (to be determined by information gathered during community outreach):

- Summarize Phase 1 and 2.
- Form an implementation plan structure.
- Outline goals in connection to implementation steps.

- Establish monitoring and outcome evaluation.
- Propose indicators, actions, and responsible parties, where indicated, for a plan to monitor the implementation of recommendations, as well as health effects and outcomes of the proposal.
- Gather feedback from the public and steering committee via community engagement efforts outlined in Phase 1.5.

During Phase 3, the following community engagement will take place:

- Steering Committee Meetings (1)
  - Subcommittee (Small Community Water System) Meetings (1)
  - Community Open Houses/Public Meetings (2)
  - Public Presentations (5)
- e. **Phase 4. Water Map & Tool:** The Water Map and Tool will be further refined in Phases 1-3 based upon Winnebago County and the stakeholders' most pressing needs. The public facing map may highlight information such as key findings and objectives of the HIA & Action Plan, while also displaying a general overview of the project. The development process of the water map and tool will involve the following:
- Description and outline of what needs the tool can address;
  - Coordination with WinGIS to formulate and update tool with available data; and
  - Creation of online water management map and tool.

(c) **Completion Date:** Services to be performed under this Agreement shall be completed no later than July 30, 2023 or sooner pending the level of participation by primary sources.

(d)

Services	Start Date	End Date	Duration
Phase 0: Project Management	05/15/2022	9/30/2023	Ongoing
Phase 1: Community Water Resource Assessment	6/01/2022	9/15/2022	4 Months
Phase 2: Health Impact Assessment	9/15/2022	3/15/2023	6 Months
Phase 3: Water Action Plan	3/15/2023	6/15/2023	3 Months
Phase 4: Water Map & Tool	5/15/2023	7/15/2023	2 Months
Final Plan Approved and Adopted	5/15/2022	7/15/2023	15 Months

Materials required by RPC from the Client to complete the proposal will be requested in writing (via email). Information required to meet the standards of a third-party, independent analysis will be provided by the Client to the RPC on a timely basis. Without timely reply, RPC cannot guarantee timely completion of the analytical report and accompanying recommendations.

RPC will make a written request (via email) to the Client to provide RPC with data, documents or other materials needed to complete the scope of work. The Client shall provide materials to RPC within 48 hours of RPC's written request. If the Client requires additional time to gather requested materials, Client shall notify RPC within 24 hours to negotiate a mutually agreed upon timeframe for the delivery of materials.

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

Services	Est. Hours	Rate
Previous Hours & Cost Accrued	780	\$66,300.00
Phase 0: Project Management	505	\$35,998.00
Phase 1: Community Water Resource Assessment	574	\$37,075.00
Phase 2: Health Impact Assessment	531	\$33,405.00
Phase 3: Water Action Plan	552	\$33,915.00
Phase 4: Water Map & Tool	91	\$5,980.00

<b>Total Project Cost:</b>	<b>3,033</b>	<b>\$212,673.00</b>
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If for any reason more time is needed to prepare and submit the proposal, RPC shall inform the Client of the reason for the deviation, the estimated amount of additional time needed, and the associated cost difference as soon as the need for the change is known. The Client will be afforded the opportunity to amend this agreement to accommodate the change or to cancel the project with no further obligation to RPC for any additional services rendered.

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

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

(g) Maximum Price: In no event shall the total amount charged for work performed under this Agreement exceed \$212,673.00 unless agreed to in writing by the parties.

**2. Term.** This Agreement will begin on the Effective Date and will remain in full force and effect until the Completion Date unless the Agreement term is extended by mutual written agreement of the parties or is terminated in accordance with Section 6.

**3. Payment.** RPC shall issue monthly invoices to Client for work performed under this Agreement. Fees shall be paid by Client within **30 days** (60 days, if subject to 30 ILCS 540/State Prompt Payment Act) of invoice receipt. Services may be suspended pending receipt of account balance paid in full.

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

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

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

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

**6. Termination.** Either party may terminate this Agreement for material breach upon thirty (30) days written notice, during which time the party alleged to have breached may cure. Additionally, either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party. Upon termination, the Client shall promptly pay RPC for all Services rendered up to and including the effective date of termination. All deliverables not paid for within 60 days of termination shall become the property of RPC.

**7. Relationship of the Parties.** The parties acknowledge and agree that the Services performed by RPC, its employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an agent or representative of

the other party and has no authority to bind or commit the other party to any agreements or other obligations except those that are within the scope of Services to be provided under this Agreement. Each party shall have the right to publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement.

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

In the event that the Client elects to cancel the Agreement for any reason other than a material breach, RPC is hereby indemnified from any losses, potential or actual, incurred by the Client as a result of the project not being completed. RPC is further indemnified from any losses, potential or actual, incurred by the Client as a result of research and analytical report materials that are incomplete or of poor quality due to termination of the Agreement.

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

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

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

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

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

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

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

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

Authorized Signors & Designated Contacts			
<i>To ensure prompt and accurate delivery of applicable communications, please provide the contact information for each of the relevant topics below.</i>			
Party	Region 1 Planning Council	Party	Winnebago County

Signature		Signature	
Date Signed		Date Signed	
Signor Name	Michael Dunn Jr.	Signor Name	Joseph V. Chiarelli
Signor Title	Executive Director	Signor Title	Winnebago County Chairman
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815) 319-4180	Agreement	
Services	Sydney Turner <a href="mailto:sturner@r1planning.org">sturner@r1planning.org</a> (815) 319-4185	Services	
Billing	Accounting <a href="mailto:accounting@r1planning.org">accounting@r1planning.org</a> (815) 319-4180	Billing	
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	





## Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** November 3, 2022  
**Resolution Title:** Resolution Authorizing Settlement of Pending Litigation (Rosemary Hunter v. Officer Maureen Ashby et al.)  
**County Code:** Not Applicable  
**Board Meeting Date:** November 10, 2022

### Budget Information:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$257,500
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> Within budgeted amount

**Background Information:** Settlement of claims by the Plaintiff against the County and several Sheriff Office Defendants.

**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**

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

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

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**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION  
(Rosemary Hunter v. Officer Maureen Ashby et al.)**

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**WHEREAS**, *Rosemary Hunter v. Officer Maureen Ashby et al.* is a pending civil action against Winnebago County and Sheriff Office Defendants, filed in the United States District Court for the Northern District of Illinois, as case number 3:21-cv-50233; and

**WHEREAS**, the Plaintiff therein have agreed to settle all claims she has against the County and all officials, agents and employees, for the sum of Two Hundred Fifty-seven Thousand Five Hundred Dollars (\$257,500.00); and

**WHEREAS**, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant, 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 Two Hundred Fifty-seven Thousand Five Hundred Dollars (\$257,500.00).

**BE IT FURTHER RESOLVED**, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Two Hundred Fifty-seven Thousand Five Hundred Dollars (\$257,500.00); payable as directed by the State's Attorney.

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

**Respectfully submitted,**

**FINANCE COMMITTEE**

**AGREE**

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

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

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

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

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

ATTEST:

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