

FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman
Members: Jean Crosby, Joe
Hoffman, Keith McDonald, Jaime
Salgado, John F. Sweeney,
Michael Thompson

DATE: THURSDAY, JANUARY 19, 2023
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 20 and November 3, 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 update on Winnebago County Investments by Treasurer Sue Goral
- F. Discussion Item Circuit Clerk Budget by Tom Lawson Chief Deputy Circuit Clerk
- G. Discussion Item Capital Improvement Projects for Fiscal Year 2023 by Dave Rickert CFO (attachment)
- H. Discussion Item ARP Phase 4 by Dave Rickert CFO (attachment)
- I. Discussion Item Cash Defeasance of General Obligation Bonds by David Rickert CFO (attachments)
- J. Ordinance for Approval of Budget Amendment for Circuit Court Bailiff
- K. Ordinance for Approval of Budget Amendment for Court Liaison Position
- L. Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant
- M. Resolution Authorizing Amended Agreement for the Justice for Families Grant
- N. Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

O. Other Matters

P. Adjournment

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

Thursday, October 20, 2022
Immediately following Operations & Administrative Committee

Present:

Jaime Salgado, **Chairman**
Steve Schultz
John Butitta
Paul Arena
Keith McDonald

Others Present:

Pat Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Deb Crozier, HR Director
Lafakeria Vaughn, State's Attorney's Office
Ann Johns, Purchasing Director
Tami Goral, Sheriff's Department
Burt Gerl, County Board Member
Angie Goral, County Board Member

Absent:

Joe Hoffman
Jean Crosby

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. Discussion Item ARP Phase 4 (David J. Rickert)
- F. Resolution to Fund American Legion Property Repairs with ARPA Phase IV Funds
- G. Resolution to Fund Children's Advocacy Center with ARPA Phase IV Funds
- H. Resolution to Fund Habitat for Humanity Housing Plan with ARPA Phase IV Funds
- I. Resolution to Fund Northern Illinois Food Bank with ARPA Phase IV Funds
- J. Resolution to Fund Water Resources Strategic Plan with ARPA Phase IV Funds
- K. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Jonathan Stoltz Versus Winnebago County
- L. Resolution Authorizing the Settlement of a Claim Against the County of Winnebago Entitled Elizabeth Cook Versus Winnebago County
- M. Ordinance to Amend Budget for Crisis Co-Responder Team Program
- N. Ordinance to Amend Budget for Summit Academy SRO
- O. Ordinance to Amend Budget for Upgrades for EOC and an ESDA Director Vehicle
- P. Resolution Awarding ARP Funded Administration Building Carpet Replacement
- Q. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the General Fund
- R. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the IMRF Fund

- S. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Highway Fund
- T. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Bridge Fund
- U. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Federal Aid Matching Fund
- V. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Health Department Fund
- W. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Tort Judgement and Liability Fund
- X. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Social Security Fund
- Y. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Veterans Assistance Fund
- Z. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Detention Home Fund
- AA. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Historical Museum Fund
- BB. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Nursing Home Operations Fund
- CC. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Children's Advocacy Fund
- DD. Other Matters
- EE. Adjournment

Chairman Salgado called the meeting to order at 6:25 PM.

Approval of minutes - None

Public Comment

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

Resolution to Fund American Legion Property Repairs with ARPA Phase IV Funds

Motion: Mr. Schultz. Second: Mr. Butitta.

Mr. Rickert discussed funding American Legion infrastructure repairs. Mr. Gerl introduced Mr. Davis, American Legion Post Commander to the committee who gave an update on their need for help in making repairs to a retaining wall. Mr. Arena thanked everyone for their service to the country and stated he fully supports the funding.

- A discussion followed.

Motion passed with unanimous voice vote.

Resolution to Fund Children's Advocacy Center with ARPA Phase IV Funds

Motion: Mr. Schultz. Second: Mr. McDonald.

Mr. Rickert discussed funding for the Children's Advocacy Center.

- A discussion followed.

Motion passed with unanimous voice vote.

Resolution to Fund Habitat for Humanity Housing Plan with ARPA Phase IV Funds

Moved: Mr. Schultz. Seconded: Mr. Arena.

Mr. Rickert and Chairman Salgado discussed funding the Habitat for Humanity Housing Plan.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution to Fund Northern Illinois Food Bank with ARPA Phase IV Funds

Motion: Mr. Schultz. Second: Mr. Arena and Mr. McDonald.

Mr. Rickert reviewed funding the Northern Illinois Food Bank.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution to Fund Water Resources Strategic Plan with ARPA Phase IV Funds

Motion: Mr. Schultz. Second: Mr. Butitta.

Mr. Rickert discussed the Water Resources Strategic Plan funding.

- A discussion followed.

Mr. Rickert offered to provide an updated proposal with current dates.

- A discussion followed.

Motion by Chairman Salgado to layover the Resolution to the next committee meeting.

Second: Mr. Schultz.

Motion passed by unanimous voice vote to layover the Resolution to the next committee meeting. Mr. Rickert will reach out to Region 1 Planning Council.

Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Jonathan Stoltz Versus Winnebago County

Motion: Mr. Schultz. Mr. McDonald.

Motion passed by unanimous voice vote.

Resolution Authorizing the Settlement of a Claim Against the County of Winnebago Entitled Elizabeth Cook Versus Winnebago County

Motion: Mr. Schultz. Second: Mr. McDonald

Chairman Salgado called for questions.

Motion passed by unanimous voice vote.

Ordinance to Amend Budget for Crisis Co-Responder Team Program

Motion: Mr. Schultz. Second: Mr. Butitta.

Ms. Goral gave an overview on amending the Budget for the Crisis Co-Responder Team Program.

- A discussion followed.

Motion passed by unanimous voice vote.

Ordinance to Amend Budget for Summit Academy SRO

Motion: Mr. Schultz. Second: Mr. McDonald

Mr. Thompson discussed amending the Budget to allow Summit Academy to contract for law enforcement services and equipment to be reimbursed to the County through the Regional Office of Education.

- A discussion followed.

Motion passed by unanimous voice vote.

Ordinance to Amend Budget for Upgrades for EOC and an ESDA Director Vehicle

Motion: Mr. Schultz. Second: Mr. McDonald

Mr. Rickert discussed the Ordinance to amend the Budget for the EOC and ESDA Director Vehicle.

- A discussion followed.

Motion made by Mr. Schultz to amend the source of funding from the General Fund to ARP Funds but just the portion coming from the General Fund and not the Grant Fund.

Second: Mr. McDonald.

Motion amending the Ordinance passed by unanimous voice vote.

Chairman Salgado - Back to the original Ordinance – Motion passed by unanimous voice vote for the Resolution.

Resolution Awarding ARP Funded Administration Building Carpet Replacement

Motion: Mr. Schultz. Second: Mr. McDonald.

Mr. Thompson discussed the Resolution for carpet replacement in the Administration Building.

- A discussion followed.

Motion passed by unanimous voice vote.

Discussion Item ARP Phase 4 (David J. Rickert)

Mr. Rickert discussed ARP Phase 4 funding and timeline.

- A discussion followed.

Mr. Rickert discussed Ordinances Q-CC on Property Tax Levies.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the General Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the IMRF Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Highway Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Bridge Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Federal Aid Matching Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Health Department Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Tort Judgement and Liability Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Social Security Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Veterans Assistance Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Detention Home Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Historical Museum Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Nursing Home Operations Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Children's Advocacy Fund

Motion: Mr. Schultz. Second: Mr. McDonald.

Motion to pass Q-CC Ordinances to Authorize Levy of Property Taxes in Fiscal Year 2023 passed by unanimous voice vote.

Other Matters

None.

Adjournment

Motion: Mr. Schultz. Second: Mr. Butitta.

Motion to adjourn passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

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

Thursday, November 3, 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:

Joseph V. Chiarelli, County Board Chairman
Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Ann Johns, Purchasing Director
Paul Carpenter, States Attorney Office
Shawn Franks, Facilities
Chris Petrus, IT Department

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – July 21, 2022
- 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

Chairman Salgado called the meeting to order at 5:48 PM.

Approval of Minutes – July 21, 2022

Motion: Mr. Schultz. Second: Mr. Hoffman.

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.

Resolution Approving Sidewalk Patching for Courthouse and Public Safety Building

Motion: Mr. Schultz. Second: Mr. Butitta.

Mr. Thompson discussed the Resolution approving the sidewalk patching for the Courthouse and Public Safety Building.

- A discussion followed. The committee requested more detail before approval.

Motion passed with unanimous voice vote.

Resolution to Fund Water Resources Strategic Plan with ARPA Funds

Removed from Agenda

Closed Session to Discuss Pending Litigation

Moved: Ms. Crosby Seconded: Mr. Schultz.

Roll Call: Chairman Salgado yes, Mr. Schultz yes, Mr. Butitta yes, Mr. Arena yes, Mr. Hoffman yes, Ms. Crosby yes, Mr. McDonald yes.

Mr. Salgado – No action was taken in closed session.

Resolution Authorizing Settlement of Pending Litigation (Rosemary Hunter v. Officer Maureen Ashby et al.)

Motion: Mr. Schultz. Second: Mr. Hoffman.

Chairman Salgado called for questions. The Resolution authorizing settlement is in the amount of \$257,500 in the case of Rosemary Hunter v. Officer Maureen Ashby et al.

Motion passed by unanimous voice vote.

Other Matters

- **Trustee Program** - Chairman Salgado directed committee members to a document from the Trustee Program for review. Chairman Salgado has requested Region 1 Planning to provide a P&L with more detail and clarification before meeting with Mike Dunn and Eric Setter, Region 1 Planning. Mr. Rickert advised he and Mr. Salgado are meeting with representatives of the company for additional clarification before the next Finance Committee. Discussion followed.
- **Capital Requests** - Mr. Rickert is preparing Capital Requests for 2023 to share at the next committee meeting. The committee asked for an update on projects showing budgeted versus actual, for specifically SIP and ARP as well. Discussion followed.
- **Protective Glass** – Mr. Schultz asked for the status on the protective glass for the County Clerk's and the Treasurer's office. As part of the campus security project, the issue will be brought forward at a later date.

Adjournment

Motion: Mr. Butitta. Second: Mr. Hoffman.

Motion to adjourn passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

General Fund Capital Budget Request 2023					Is this request for Capital Infrastructure?
Fund	ORG	Item Requested	Cost	Purpose	
0001	Admin	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	The CPU's are 21 years old. There are multiple in the Administration Building that need to be replaced	Yes
0001	Admin	Replace Carpet	60,000	The Administration Buildings carpet is 19 years old	Yes
0001	Admin	New Truck	55,000	Need to move people and goods to County Buildings.	No
0001	Admin	Replace Fire Panel may have to replace devices	30,000	Administration Building Fire Panel is 20 years old. It is an addressable fire panel that is no longer supported for repairs and upgrades.	Yes
0001	Admin	New Truck and Plow	56,000	Replace truck and Plow	No
0001	Health Dept.	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes
0001	Health Dept.	Replace Fire Panel	60,000		Yes
0001	Highway Department	New Garage	2,500,000	Build a garage to house trucks and road equipment	Yes
0001	River Bluff	Replace Heating Coils	45,000		Yes
0001	River Bluff	Replace Cooling Coils	45,000		Yes
0001	River Bluff	Add HVAC Control to Air handlers	85,000		Yes
0001	River Bluff	Replace 1998 John Deere Tractor with attachments mower deck/ bucket/ hood guard/ canopy/ turf tires	52,000	Mowing and Snow Removal	No
0001	River Bluff	Replace pneumatic room thermostats with electronic	75,000		Yes
0001	River Bluff	Replace Steam Kettles	90,000		Yes
0001	River Bluff	Replace humidifiers	35,000		Yes
0001	River Bluff	Replace Sheet Pans on Air Handlers	75,000		Yes
0001	River Bluff	Repair Underground Collapsed Ducts E 1hall 402 to 407	40,000	Abate Asbestos Tile and Mastic. Cut into Floors, Replace Collapsed Duct Work	Yes
0001	River Bluff	Reroof Patio A/B gazebo	30,000		Yes
0001	Supervisor of Assessments	ADA Complaint Automatic Door Opener	3,000	Employee and Taxpayer accessibility	Yes
0001	Supervisor of Assessments	Security Badge Access employee entrance doors x 2	3,000	Improve Office security and ease of employee access	No

Total Request from General Fund \$ 3,439,000

Public Safety Sales Tax Capital Budget Request 2023					Is this request for Capital Infrastructure?	Rank
Fund	ORG	Item Requested	Cost	Purpose		
0101	Circuit Court	Jury box construction	60,000	Increase courtroom functionality Pretrial Fairness Act Operational Changes	Yes	
0101	CJC	Replace HVAC CPU's are no longer supported (Obsolete)	80,000	The CJC CPU's are the same era as the rest of the County Buildings. There are multiple located through out the CJC and the jail that need to be replaced	Yes	
0101	CJC	Chiller Rebuild	95,000	CJC chillers located in the power plant are 15 years old.	Yes	
0101	CJC	Replace Carpet and Flooring	55,000	The carpet is just worn from all the traffic	Yes	
0101	CJC	Energy Recovery Wheel Retro-Fit	300,000	The CJC energy recovery wheels located in AHU J3.1 and J3.3 need the medium replaced for heat and cold transfer between duct work	Yes	
0101	CJC	Obsolete Elevator Brakes	60,000	Elevator 1 will need to budget the rest one or two each year	Yes	
0101	Coroner	Coroner Vehicles X 3	200,000	Selling current vehicles and moving around other vehicles to add one to the fleet for deputies	No	1
0101	Coroner	Office Furniture	15,000	Previous furniture was owned by former employee and taken when they left	No	3
0101	Coroner	Duty/ Morgue equipment	100,000	*The items in this category have changed. After much research and discussion, fire protection gear is off the table. We are in more desperate need of stainless steel morgue tables and also the replacement of our outdated, inadequate and dangerous manual body cots. We are also in need of a body lift and rack system in the amount of 15K. Currently, there is no power body lift in our morgue. We have an archaic wooden structure with a ratcheted manual winch. Additionally, I am waiting to hear back from a grant that I applied for that would cover the Surface Pro's, but I won't hear the outcome of that until mid-January. So that funding is not guaranteed.	No	2
0101	Courthouse	Replace HVAC CPU's	50,000	The CPU's are 21 years old. There are multiple located through out the Courthouse that need to be replaced	Yes	
0101	Courthouse	Replace Carpet	90,000	Some of the carpet in the Courthouse is 21 years old. Other carpet is just worn from all the traffic	Yes	
0101	Courthouse	Elevator Controllers are no longer supported (Obsolete)	850,000	All 3 Courthouse Elevator controls will need to be replaced. Parts or computer boards are no longer available. Will become a safety issue soon.	Yes	
0101	Courthouse	Replace Fire Panel may have to replace devices	50,000	The Courthouse Fire Panel is 20 years old. It is an addressable fire panel that is no longer supported for repairs and upgrades.	Yes	
0101	JJC	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes	
0101	JJC	Repave North Lot	150,000		Yes	
0101	JJC	Repave South Lot	150,000		Yes	
0101	JJC	Replace Roof	100,000		Yes	
0101	JJC	Replace Cooling Tower	150,000		Yes	

Public Safety Sales Tax Capital Budget Request 2023					Is this request for Capital Infrastructure?	Rank
Fund	ORG	Item Requested	Cost	Purpose		
0101	Juvenile Det.	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes	
0101	Juvenile Det.	Repave Parking Lot	250,000		Yes	
0101	Old Courthouse	Elevator Controllers are no longer supported (Obsolete)	550,000	All 3 Old Courthouse Elevator controls will need to be replaced. Parts or computer boards are no longer available. Will become a safety issue soon.	Yes	
0101	Old Courthouse	Replace Fire Panel may have to replace devices	25,000	The Old Courthouse Fire Panel is 20 years old. It is an addressable fire panel. It is no longer supported for repairs and upgrades.	Yes	
0101	Old Courthouse	Replace HVAC CPU's	30,000	The CPU's are 21 years old. There are multiple located through out the Old Courthouse that need to be replaced	Yes	
0101	Public Defender	Interior Door in Room 244 in the Courthouse	3,000	Allow the PD's Office to Convert unused room 233 into a larger break/ lunch room and convert old break room to office space	Yes	
0101	Sheriff	Replace four (4) detective squad cars (unmarked)	157,680	Replace and outfit 4 Detective unmarked Vehicles.	No	2
0101	Sheriff	Patrol Boat	60,000	New Boat is needed for the River Patrol. This is needed as a back-up for the current boat (2013 Well Craft). This boat will be used to patrol and conduct river rescues in shallow water ways, which we are unable to do with the current boat.	No	4
0101	Sheriff	X-Ray System for Bomb Squad	60,000	Purchase a complete portable x-ray system including all the necessary accessories plus a two year warranty. Our Bomb Squad cover approximately a 10 County area and has 6 Bomb Technicians. This machines would add to the capabilities the current machines does not have.	No	3
0101	Sheriff	New/Used Bomb Vehicle	80,000	In need of a new/used bomb squad vehicle. The current vehicle is from 2002 and out of date.	No	5
0101	Sheriff	6 New Patrol vehicles (\$60,000.00 per unit which includes equipment)	360,000	Replace 6 vehicles each year to replace aging vehicles. Instead of replacing the whole patrol fleet at one time.	No	1
0101	Ware Building	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes	
0101	Ware Building	Replace Fire Panel will have to replace devices	95,000		Yes	
0101	Ware Building	Replace RTU	100,000		Yes	
0101	Ware Building	Replace Carpet and Flooring	45,000		Yes	
0101	Ware Building	Replace Roof Add More Roof Drains	200,000		Yes	

Total Request from Public
Safety Sales Tax \$ 4,720,680

General Fund

2022 Year End Fund		\$ 55,899,000	Excess Reserve	Fully Funding Capital	Remaining Excess
Balance				Requests	Reserve
Reserve (1)	25%	\$ 16,974,500	\$ 38,924,500	\$ 3,439,000	\$ 35,485,500
Reserve (1)	30%	\$ 20,369,400	\$ 35,529,600	\$ 3,439,000	\$ 32,090,600
Reserve (1)	35%	\$ 23,764,300	\$ 32,134,700	\$ 3,439,000	\$ 28,695,700
Reserve (1)	40%	\$ 27,159,200	\$ 28,739,800	\$ 3,439,000	\$ 25,300,800

1) \$4,222,000 debt service added to expenditures

Public Safety Sales Tax

2022 Year End Fund		\$ 13,380,000	Excess Reserve	Fully Funding Capital	Remaining Excess
Balance (1)				Requests (3)	Reserve
Reserve (2)	25%	\$ 9,309,750	\$ 4,070,250	\$ 2,620,680	\$ 1,449,570
Reserve (2)	30%	\$ 11,171,700	\$ 2,208,300	\$ 2,620,680	\$ (412,380)
Reserve (2)	35%	\$ 13,033,650	\$ 346,350	\$ 2,620,680	\$ (2,274,330)
Reserve (2)	40%	\$ 14,895,600	\$ (1,515,600)	\$ 2,620,680	\$ (4,136,280)

Adjustments to Public Safety Sales Tax:

- 1) \$4,000,000 payment to reduce bond debt deducted to fund balance
- 2) \$5,567,000 debt service added to expenditures
- 3) \$2,100,000 is already budgeted from PSST for capital expenditures

ARP Phase 4 Request List

Request	Submitter	Baker Tilly		Rating
		Approved	Amount	
JDC Body Scanner	Debbie Jarvis	Yes	\$ 93,500	1
Winnebago County Employee Hazard Pay	David Rickert	Yes	\$ 2,000,000	2
Economic Development AARC at Booker	Dorothy Redd	Yes	\$ 134,080	3
Tommy Meeks Juneteenth Event	Tommy Meeks	Yes	\$ 5,000	4
Youth Suicide Prevention Program	Marlana Dokken	Yes	\$ 288,000	5
Habitat for Humanity Housing Plan	Dorothy Redd	Yes	\$ 250,000	6
American Legion Post 1207	Burt Gerl	Yes	\$ 176,450	7
Northern Illinois Food Bank - Support Request	Jeannine Kanneg	Yes	\$ 50,000	8
Childrens Advocacy Center	Cathy Pomahac	Yes	\$ 72,000	9
Water Resources Strategic Plan	Joe Chiarelli	Yes	\$ 212,673	10
TIF District Water Project 50% Funding	Carlos Molina	Yes	\$ 2,000,000	Medium
Rockford Area Arts Council Support Request	Mary McNamara		\$ 150,000	Medium
Anderson Japanese Gardens Parking Lot			\$ 50,000	Low
Salon Loyalty ARP Request	Dorothy Redd		\$ 170,012	Low
Rockford University Sewer Project	Jean Crosby		\$ 350,000	Low
Shopstead Storefront for the People	Glenn Greenberg	Revenue Loss	\$ 105,000	Low
Zion West After School Program	Marvin Hightower		\$ 80,000	Low
Zion West After School Program (2)	Marvin Hightower		\$ 272,934	Low
Cosmetology Beauty Institution	Tyceria Posley		\$ 500,000	Low
Times Theater Project	Vince Chiarelli		\$ 500,000	Low
RAEDC Operational Funding	Einar Forsman	Yes	\$ 50,000	Low
Inner City Recon Group (New Carpet)	Tommy Meeks		\$ 6,220	Not Rated
WFCA-Blackhawk Fire Protection District	Jonathan Trail	Yes	\$ 790,300	Not Rated
WFCA-Cherry Valley Fire Protection District	Joe Corl	Yes	\$ 2,153,310	Not Rated
WFCA-Harlem Roscoe Fire Protection District	Don Shoevlin	Yes	\$ 665,269	Not Rated
WFCA-New Milford Fire Protection District	Jonathan Trail	Yes	\$ 735,300	Not Rated
WFCA-North Park Fire Department	Joel Hallstrom	Yes	\$ 1,057,700	Not Rated
WFCA-Northwest Fire Protection District	Jerry Caskey	Yes	\$ 3,800,000	Not Rated
WFCA-Pecatonica Fire Protection District	Steve Van Vleck	Yes	\$ 2,530,000	Not Rated
WFCA-Rockton Fire Protection District	Kirk Wilson	Yes	\$ 760,000	Not Rated
WFCA-Winnebago County Fire Protection District	Kurt Ditzler	Yes	\$ 866,614	Not Rated
WFCA-West Suburban Fire Department	Lisa Ditzler	Yes	\$ 879,922	Not Rated
WFCA-Win-Bur-Sew FPD	Dave Loria	Yes	\$ 1,267,356	Not Rated
	Total Requests		\$ 23,021,640	
Budget	\$ 4,300,000	Spent:	\$ 3,281,703	
Available after spent	\$ 1,018,297	High:	\$ -	
Available after high	1,018,297	Medium:	\$ 2,150,000	
Available after Medium	(1,131,703)	Low	\$ 2,227,946	
Request List as of 2022-12-28.xlsx		Total:	\$ 7,659,649	

Notes:

All WFCA approved by Baker Tilly

The County of Winnebago, Illinois

Cash Defeasance of

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016A

****Preliminary****

Sources & Uses

Dated 02/15/2023 | Delivered 02/15/2023

Sources Of Funds

Additional required Equity contribution	2,537,883.90
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Total Sources	\$2,537,883.90
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Uses Of Funds

Deposit to Net Cash Escrow Fund	2,537,883.90
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Total Uses	\$2,537,883.90
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The County of Winnebago, Illinois

Cash Defeasance of

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016A

****Preliminary****

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
02/15/2023	-	-	-	0.90	-	0.90
06/30/2023	18,008.00	-	31,691.55	49,699.55	49,700.00	0.45
12/30/2023	6,975.00	-	42,724.91	49,699.91	49,700.00	0.36
06/30/2024	6,975.00	-	42,724.91	49,699.91	49,700.00	0.27
12/30/2024	6,975.00	-	42,724.91	49,699.91	49,700.00	0.18
06/30/2025	6,975.00	-	42,724.91	49,699.91	49,700.00	0.09
12/30/2025	2,491,975.00	3.429%	42,724.91	2,534,699.91	2,534,700.00	-
Total	\$2,537,883.00	-	\$245,316.10	\$2,783,200.00	\$2,783,200.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	0.90
Cost of Investments Purchased with Bond Proceeds	2,537,883.00
Total Cost of Investments	\$2,537,883.90

Target Cost of Investments at bond yield	\$2,537,857.49
Actual positive or (negative) arbitrage	(26.41)

Yield to Receipt	3.3996133%
Yield for Arbitrage Purposes	3.4000000%

State and Local Government Series (SLGS) rates for	1/10/2023
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The County of Winnebago, Illinois

Cash Defeasance of

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016A

****Preliminary****

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
06/30/2023	SLGS-CI	-	-	100.0000000%	18,008	18,008.00	-	18,008.00
12/30/2023	SLGS-CI	-	-	100.0000000%	6,975	6,975.00	-	6,975.00
06/30/2024	SLGS-NT	-	-	100.0000000%	6,975	6,975.00	-	6,975.00
12/30/2024	SLGS-NT	-	-	100.0000000%	6,975	6,975.00	-	6,975.00
06/30/2025	SLGS-NT	-	-	100.0000000%	6,975	6,975.00	-	6,975.00
12/30/2025	SLGS-NT	3.429%	3.429%	100.0000000%	2,491,975	2,491,975.00	-	2,491,975.00
Subtotal		-	-	-	\$2,537,883	\$2,537,883.00	-	\$2,537,883.00
Total		-	-	-	\$2,537,883	\$2,537,883.00	-	\$2,537,883.00

Escrow

Cash Deposit	0.90
Cost of Investments Purchased with Bond Proceeds	2,537,883.00
Total Cost of Investments	\$2,537,883.90

Delivery Date	2/15/2023
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The County of Winnebago, Illinois

Cash Defeasance of

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016A

****Preliminary****

Primary Purpose Fund Proof Of Yield @ 3.3996133%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
02/15/2023	-	1.0000000x	-	-
06/30/2023	49,699.55	0.9874382x	49,075.23	49,075.23
12/30/2023	49,699.91	0.9709342x	48,255.34	97,330.57
06/30/2024	49,699.91	0.9547060x	47,448.80	144,779.37
12/30/2024	49,699.91	0.9387491x	46,655.74	191,435.12
06/30/2025	49,699.91	0.9230589x	45,875.94	237,311.06
12/30/2025	2,534,699.91	0.9076309x	2,300,571.94	2,537,883.00
Total	\$2,783,199.10	-	\$2,537,883.00	-

Composition Of Initial Deposit

Cost of Investments Purchased with Bond Proceeds	2,537,883.00
Adjusted Cost of Investments	2,537,883.00

The County of Winnebago, Illinois

Cash Defeasance of

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016A

****Preliminary****

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 3/31/2016 Delivered 3/31/2016							
2016A Refund Series 2006A FINAL	12/30/2025	Serial	Coupon	4.000%	2,485,000	-	-
Subtotal	-			-	\$2,485,000	-	-
Total	-			-	\$2,485,000	-	-

Winnebago County, Illinois

General Obligation Alternate Refunding Bonds, Series 2016A

(To Refund December 30, 2016 Maturity of Remaining Series 2006A)

FINAL

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/30/2023	-	99,400.00	99,400.00	-	-	99,400.00	99,400.00
12/30/2024	-	99,400.00	99,400.00	-	-	99,400.00	99,400.00
12/30/2025	2,485,000.00	99,400.00	2,584,400.00	2,485,000.00	4.000%	99,400.00	2,584,400.00
Total	\$2,485,000.00	\$298,200.00	\$2,783,200.00	\$2,485,000.00	-	\$298,200.00	\$2,783,200.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/15/2023
Average Life	2.875 Years
Average Coupon	4.0000000%
Weighted Average Maturity (Par Basis)	2.875 Years
Weighted Average Maturity (Original Price Basis)	2.875 Years

Refunding Bond Information

Refunding Dated Date	2/15/2023
Refunding Delivery Date	2/15/2023

The County of Winnebago, Illinois

Cash Defeasance of

Taxable G.O. Refunding Bonds (Alternate Revenue Source), Series 2016D

****Preliminary****

Sources & Uses

Dated 02/15/2023 | Delivered 02/15/2023

Sources Of Funds

Additional required Equity contribution	3,379,654.76
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Total Sources	\$3,379,654.76
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Uses Of Funds

Deposit to Net Cash Escrow Fund	3,379,654.76
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Total Uses	\$3,379,654.76
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The County of Winnebago, Illinois

Cash Defeasance of

Taxable G.O. Refunding Bonds (Alternate Revenue Source), Series 2016D

****Preliminary****

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Zero Coupon	Reinvestment	Receipts	Disbursements	Cash Balance
02/15/2023	-	-	-	-	-	0.76	-	0.76
06/30/2023	15,088.00	-	35,311.29	-	-	50,399.29	50,400.00	0.05
12/30/2023	2,796.00	-	47,604.85	-	-	50,400.85	50,400.00	0.90
06/30/2024	2,795.00	-	47,604.85	-	-	50,399.85	50,400.00	0.75
12/30/2024	2,795.00	-	47,604.85	-	-	50,399.85	50,400.00	0.60
06/30/2025	2,795.00	-	47,604.85	-	-	50,399.85	50,400.00	0.45
12/30/2025	502,795.00	-	47,604.85	-	-	550,399.85	550,400.00	0.30
06/30/2026	-	-	47,604.85	(4,705.00)	-	42,899.85	42,900.00	0.15
12/30/2026	2,850,590.00	3.340%	47,604.85	-	4,705.00	2,902,899.85	2,902,900.00	-
Total	\$3,379,654.00	-	\$368,545.24	(4,705.00)	\$4,705.00	\$3,748,200.00	\$3,748,200.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	0.76
Cost of Investments Purchased with Bond Proceeds	3,379,654.00
Total Cost of Investments	\$3,379,654.76

Target Cost of Investments at bond yield	\$3,379,593.92
Actual positive or (negative) arbitrage	(60.84)

Yield to Receipt	2.9394843%
Yield for Arbitrage Purposes	2.9400000%

State and Local Government Series (SLGS) rates for	1/10/2023
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The County of Winnebago, Illinois

Cash Defeasance of

Taxable G.O. Refunding Bonds (Alternate Revenue Source), Series 2016D

****Preliminary****

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
06/30/2023	SLGS-CI	-	-	100.00000000%	15,088	15,088.00	-	15,088.00
12/30/2023	SLGS-CI	-	-	100.00000000%	2,796	2,796.00	-	2,796.00
06/30/2024	SLGS-NT	-	-	100.00000000%	2,795	2,795.00	-	2,795.00
12/30/2024	SLGS-NT	-	-	100.00000000%	2,795	2,795.00	-	2,795.00
06/30/2025	SLGS-NT	-	-	100.00000000%	2,795	2,795.00	-	2,795.00
12/30/2025	SLGS-NT	-	-	100.00000000%	502,795	502,795.00	-	502,795.00
12/30/2026	SLGS-NT	3.340%	3.340%	100.00000000%	2,850,590	2,850,590.00	-	2,850,590.00
Subtotal		-	-	-	\$3,379,654	\$3,379,654.00	-	\$3,379,654.00
Total		-	-	-	\$3,379,654	\$3,379,654.00	-	\$3,379,654.00

Escrow

Cash Deposit	0.76
Cost of Investments Purchased with Bond Proceeds	3,379,654.00
Total Cost of Investments	\$3,379,654.76

Delivery Date	2/15/2023
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The County of Winnebago, Illinois

Cash Defeasance of

Taxable G.O. Refunding Bonds (Alternate Revenue Source), Series 2016D

****Preliminary****

Primary Purpose Fund Proof Of Yield @ 2.9394843%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
02/15/2023	-	1.0000000x	-	-
06/30/2023	50,399.29	0.9891168x	49,850.78	49,850.78
12/30/2023	50,400.85	0.9747899x	49,130.24	98,981.02
06/30/2024	50,399.85	0.9606705x	48,417.65	147,398.68
12/30/2024	50,399.85	0.9467557x	47,716.34	195,115.02
06/30/2025	50,399.85	0.9330423x	47,025.19	242,140.21
12/30/2025	550,399.85	0.9195277x	506,107.89	748,248.10
06/30/2026	42,899.85	0.9062087x	38,876.22	787,124.32
12/30/2026	2,902,899.85	0.8930827x	2,592,529.68	3,379,654.00
Total	\$3,748,199.24	-	\$3,379,654.00	-

Composition Of Initial Deposit

Cost of Investments Purchased with Bond Proceeds	3,379,654.00
Adjusted Cost of Investments	3,379,654.00

The County of Winnebago, Illinois

Cash Defeasance of

Taxable G.O. Refunding Bonds (Alternate Revenue Source), Series 2016D

****Preliminary****

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 11/29/2016 Delivered 11/29/2016							
Taxable Series 2016 [D] Refund 2013A Final	12/30/2025	Serial	Coupon	3.000%	500,000	-	-
Taxable Series 2016 [D] Refund 2013A Final	12/30/2026	Serial	Coupon	3.000%	2,860,000	-	-
Subtotal	-			-	\$3,360,000	-	-
Total	-			-	\$3,360,000	-	-

Winnebago County, Illinois

Taxable Refunding Alternate Bonds, Series 2016 [D]

To Refund Part of GO Alt. Bonds, Series 2013A

Dated: 11/29/2016 FINAL

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/30/2023	-	100,800.00	100,800.00	-	-	100,800.00	100,800.00
12/30/2024	-	100,800.00	100,800.00	-	-	100,800.00	100,800.00
12/30/2025	500,000.00	100,800.00	600,800.00	500,000.00	3.000%	100,800.00	600,800.00
12/30/2026	2,860,000.00	85,800.00	2,945,800.00	2,860,000.00	3.000%	85,800.00	2,945,800.00
Total	\$3,360,000.00	\$388,200.00	\$3,748,200.00	\$3,360,000.00	-	\$388,200.00	\$3,748,200.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/15/2023
Average Life	3.726 Years
Average Coupon	3.0000000%
Weighted Average Maturity (Par Basis)	3.726 Years
Weighted Average Maturity (Original Price Basis)	3.725 Years

Refunding Bond Information

Refunding Dated Date	2/15/2023
Refunding Delivery Date	2/15/2023



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Ordinance Title: Ordinance for Approval of Budget Amendment for Circuit Court Bailiff

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$60,000
If not, explain funding source: Public Safety Sales Tax Fund			
ORG/OBJ/Project Code:	40109-41110	Budget Impact:	Increase

Background Information: The Illinois Supreme Court has authorized the allocation of 2 additional associate judgeships to the 17th Judicial Circuit Court pursuant to the Associate Judges Act. Judges are state-paid positions. 21 judges are currently assigned in Winnebago County and the judiciary is currently supported by 23 bailiffs. With these two additional judges, Winnebago County will have a total of 23 assigned judges. Additional funds will be used to establish 2 new bailiff positions to support the courtroom operational needs brought about by these new judgeships.

Recommendations: N/A

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Update Munis Accounting records.

County Board Meeting: January 26, 2023

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Ordinance for Approval of Budget Amendment for Circuit Court Bailiff

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriations Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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; and

WHEREAS, the Illinois Supreme Court has allocated two additional associate judgeships granted to the 17th Judicial Circuit pursuant to the Associate Judges Act (705 ILCS 45/2.1);

NOW, THEREFORE, BE IT RESOLVED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2023- Ordinance for Approval of Budget Amendment for Circuit Court Bailiffs.

BE IT FURTHER RESOLVED that this Ordinance 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 Ordinance to the Office of the Chief Judge, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

J

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/13/2022		AMENDMENT NO: 2023-			
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway			
FUND#:		40109-41110		DEPT. BUDGET NO.			

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
40109	41110	Regular Salary	\$1,015,964	\$0	\$1,015,964	\$60,000	\$1,075,964
TOTAL ADJUSTMENT:						\$60,000	\$1,075,964

Reason budget amendment is required:

The Illinois Supreme Court has authorized the allocation of 2 additional associate judgeships to the 17th Judicial Circuit Court pursuant to the Associate Judges Act. Judges are state-paid positions. 21 judges are currently assigned in Winnebago County and the judiciary is currently supported by 23 bailiffs. With these two additional judges, Winnebago County will have a total of 23 assigned judges. Additional funds will be used to establish 2 new bailiff positions to support the courtroom operational needs brought about by these 2 additional judges.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2023 budget:

New Expense

Revenue Source: _____



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Ordinance Title: Ordinance for Approval of Budget Amendment for Court Liaison Position

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$63,000
If not, explain funding source: Awarded DOJ Grant through AOIC			
ORG/OBJ/Project Code:	69000-02320	Budget Impact:	Increase

Background Information: The Illinois Supreme Court has awarded Winnebago County a pilot site to create a Court Liaison to assist in linking misdemeanor defendants with mental health services while their court case is pending. Early identification at the first appearance and follow up services will be offered through one full time employee.

Recommendations: N/A

Contract/Agreement: N/A

Legal Review: Circuit Court Review.

Follow-Up: Update Munis Accounting records.

County Board Meeting: January 26, 2023

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Ordinance for Approval of Budget Amendment for Court Liaison Position

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriations Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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; and

WHEREAS, the Illinois Supreme Court has awarded Winnebago County with grant funding to establish the position of a Court Liaison to assist in linking misdemeanor defendants with mental health services while their court case is pending;

NOW, THEREFORE, BE IT RESOLVED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2023- Ordinance for Approval of Budget Amendment for Court Liaison Position.

BE IT FURTHER RESOLVED that this Ordinance 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 Ordinance to the Office of the Chief Judge, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

J

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/13/2023 AMENDMENT NO: 2023-							
DEPARTMENT: Circuit Court SUBMITTED BY: Thomas Jakeway							
FUND#: 60900-02320 DEPT. BUDGET NO.							
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
60900	41110	Regular Salary	\$39,416	\$0	\$0	\$39,416	\$39,416
60900	41211	Employee Benefits	\$23,552	\$0	\$0	\$23,552	\$23,552
TOTAL ADJUSTMENT:						\$62,968	\$62,968
Reason budget amendment is required:							
<p>The Administrative Office of Illinois Courts has awarded Winnebago County funding to be a pilot site for the Court Liaison project. The award provides funding for the salary and benefits for one full time employee. The Court Liaison will assist in linking misdemeanor defendants with mental health services while their court case is pending. Early identification at the first appearance and follow up services will be offered through one full time employee.</p>							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2023 budget:							
Grant Expense							
Revenue Source: _____							



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Resolution Title: Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$155,678.30
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-01070	Budget Impact:	N/A

Background Information:

The Department of Justice Office on Violence against Women funds an Improving Criminal Justice Response Grant. This ICJR grant supports the work and enhancement of the 17th Judicial Circuit's Domestic Violence Coordinated Courts. ICJR funding provides for administrative support, increased stakeholder collaboration, compliance review, and training for community and court partners.

Recommendation: The following agreements serve to fulfill the objectives set forth in the grant award and are consistent with the grant budget:

- 1) First Amendment to Agreement with Remedies Renewing Lives, Inc.

Contract/Agreement: See attached.

Legal Review: Reviewed by Circuit Court.

Follow-Up: N/A

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

**Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to
Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant**

—

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded An Improving Criminal Justice Response Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Finance of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-01070;

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, the above referenced Agreement with Remedies Renewing Lives, Inc.

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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

J

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN WINNEBAGO COUNTY, THE
17th JUDICIAL CIRCUIT COURT OF ILLINOIS AND REMEDIES RENEWING LIVES,
INC.**

This First Amendment is made and entered into this ____ day of _____, 2023, , by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the “County”), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the “Court”), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the “Subcontractor”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2019, for Subcontractor to provide services to County under the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Violence and Stalking Program from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section 3, Payment, provides for funding of those positions; and

WHEREAS, the County has received a no-cost extension to extend the grant until September 30, 2023;

WHEREAS, the full-time law enforcement victim advocate position referenced in Part 2, subsection c of the original agreement has been discontinued;

WHEREAS, the County and Court wishes to continue to utilize the services of Subcontractor in the performance of the grant to employ the remaining positions; and

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2023 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:**

(a) Subcontractor shall provide the services of a full-time Probation Victim Advocate/Walk-In Counselor. The Probation Advocate/Walk-In Counselor will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Probation Advocate/Walk-In Counselor will work 20 hours per week to support victims/survivors referred by the Winnebago County Adult Probation Department and/or law enforcement and will work 20 hours per week to support victims/survivors referred through Remedies Renewing Lives Domestic Violence Program as a Walk-In (Non-Residential Services) Counselor. Subcontractor will ensure that the Probation Advocate/Walk-In Counselor is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Probation Advocate/Walk-In Counselor individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Probation Advocate/Walk-In Counselor with any and all necessary office equipment and supplies.

The services to be provided and/or offered by the Probation Advocate/Walk-In Counselor shall include but not be limited to the following:

- (1) Act as a liaison between Winnebago County Adult Probation Department staff and victims/survivors;
- (2) Act as a liaison between law enforcement agencies such as the Winnebago County Sheriff's department and Rockford City Police Department and victims/survivors;
- (3) Provide advocacy and support with victims/survivors of domestic violence which may include individual and group advocacy-based counseling services;
- (4) Provide domestic violence safety planning;
- (5) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (6) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(b) Subcontractor shall provide the services of a part-time Legal Advocate as described in the contract between the County and Subcontractor for the U.S. Department of Justice, Office on Violence Against Women FY21 Continuation Justice for Families grant program. Under the terms of this ICJR FY20 Contract, the Legal Advocate will work 10 hours

per week and will be available to provide advocacy and support with victims/survivors who are participating in order of protection proceedings held in the Family Courts, which are outside the realm of the 17th Judicial Circuit Court of the State of Illinois Domestic Violence Coordinated Courts. Subcontractor will ensure that the Legal Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Legal Advocate individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Legal Advocate any and all necessary equipment and supplies.

The services to be provided by the Legal Advocate shall include but not be limited to the following:

- (1) Assist victims/survivors with the petition for an emergency order of protection, accompany victims/survivors to court for both the emergency and plenary order of protection hearings and provide follow-up support as necessary/requested by victims/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(c) If at any time any the Probation Advocate/Walk-In Counselor and/or Legal Advocate provided by Subcontractor under this Agreement are terminated, resign, or otherwise cease to be employed by Subcontractor for any reason, Subcontractor shall work diligently to immediately notify the Grant Program Manager of the vacancy and to fill the vacant position in an expeditious manner.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Probation Advocate/Walk-In Counselor for the duration of this Agreement for a total amount not to exceed \$124,319.21 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate for the duration of this Agreement for a total amount not to exceed \$31,359.09 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Taylor Sagona at tsagona@17thcircuit.illinoiscourts.gov. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

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

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

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

4. **Confidentiality:**

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

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

Improving Criminal Justice Responses Grant Program
Attn: Denea Trovillion
400 W. State Street, Suite 215
Rockford, IL 61101

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

Remedies Renewing Lives
Attn: Gary Halbach
220 Easton Parkway
Rockford, IL 61108

6. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
7. This First Amendment shall bind and benefit both Parties and any successors or assigns.
8. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
John S. Lowry, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: _____
Gary Halbach

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

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

WHEREAS, the County has been awarded the U.S. Department of Justice's Office on Violence Against Women (OVW) FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Violence, and Stalking Program (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2022, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:**

(a) Subcontractor shall provide the services of a full-time Probation Victim Advocate/Walk-In Counselor. The Probation Advocate/Walk-In Counselor will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Probation Advocate/Walk-In Counselor will work 20 hours per week to support victims/survivors referred by the Winnebago County Adult Probation Department and will work 20 hours per week to support victims/survivors referred through Remedies Renewing Lives Domestic Violence Program as a Walk-In (Non-Residential Services) Counselor. Subcontractor will ensure that the Probation Advocate/Walk-In Counselor is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Probation Advocate/Walk-In Counselor individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide

the Probation Advocate/Walk-In Counselor with any and all necessary office equipment and supplies.

The services to be provided and/or offered by the Probation Advocate/Walk-In Counselor shall include but not be limited to the following:

- (1) Act as a liaison between Winnebago County Adult Probation Department staff and victims/survivors;
- (2) Provide advocacy and support with victims/survivors of domestic violence which may include individual and group advocacy-based counseling services;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(b) Subcontractor shall provide the services of a full-time Law Enforcement Victim Advocate. The Law Enforcement Victim Advocate will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Law Enforcement Victim Advocate will work 40 hours per week. Subcontractor will ensure that the Law Enforcement Victim Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Law Enforcement Victim Advocate will be co-located with the City of Rockford and Winnebago County Sheriff's Police Departments Domestic Violence Units located inside the Winnebago County Criminal Justice Center. The Law Enforcement Victim Advocate shall only share individual office space with staff of Remedies Renewing Lives. Subcontractor shall provide the Law Enforcement Victim Advocate with any and all necessary office equipment and supplies.

The services to be provided by the Law Enforcement Victim Advocate shall include but not be limited to the following:

- (1) Act as a liaison between City of Rockford and Winnebago County Sheriff's Police Department's staff and victim/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;

- (3) Provide domestic violence safety planning;
- (4) Collaborate with the Winnebago County Sheriff's Police and Civil Process Department's as well as other appropriate or necessary law enforcement agencies to improve the service rate of orders of protection so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(c) Subcontractor shall provide the services of a part-time Legal Advocate as described in the contract between the County and Subcontractor for the U.S. Department of Justice, Office on Violence Against Women FY15 Continuation Justice for Families grant program. Under the terms of this ICJR FY20 Contract, the Legal Advocate will work 10 hours per week and will be available to provide advocacy and support with victims/survivors who are participating in order of protection proceedings held in the Family Courts, which are outside the realm of the 17th Judicial Circuit Court of the State of Illinois Domestic Violence Coordinated Courts. Subcontractor will ensure that the Legal Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Legal Advocate individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Legal Advocate any and all necessary equipment and supplies.

The services to be provided by the Legal Advocate shall include but not be limited to the following:

- (1) Assist victims/survivors with the petition for an emergency order of protection, accompany victims/survivors to court for both the emergency and plenary order of protection hearings and provide follow-up support as necessary/requested by victims/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and

- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(d) If at any time any the Probation Advocate/Walk-In Counselor, Law Enforcement Victim Advocate and/or Legal Advocate provided by Subcontractor under this Agreement are terminated, resign, or otherwise cease to be employed by Subcontractor for any reason, Subcontractor shall work diligently to immediately notify the Grant Program Manager of the vacancy and to fill the vacant position in an expeditious manner.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Probation Advocate/Walk-In Counselor the sum of \$40,325.74 for year one (1) of this Agreement, \$41,428.71 for year two (2) of this Agreement, and \$42,564.76 for year three (3) of this Agreement for a total amount not to exceed \$124,319.21 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(b) The County agrees to pay Subcontractor for the services of the Law Enforcement Victim Advocate the sum of \$41,426.91 for year one (1) of this Agreement, \$42,562.92 for year two (2) of this Agreement, and \$43,733.02 for year three (3) of this Agreement for a total amount not to exceed \$127,722.85 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate the sum of \$12,137.71 for year one (1) of this Agreement, \$12,418.97 for year two (2) of this Agreement, and \$12,708.66 for year three (3) of this Agreement for a total amount not to exceed \$37,265.34 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Kelsey Hart at khart@17thcircuit.illinoiscourts.gov. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the

submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

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

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

4. **Records:**

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

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

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

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

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/survivor/client identifying records and information including but not limited to the Illinois Domestic Violence Act (IDVA) and the U.S. Family Violence Prevention

and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

(a) Lobbying: Subcontractor hereby certifies the following:

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

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

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

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

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-

progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

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

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

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

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

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

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

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

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

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

Improving Criminal Justice Responses Grant Program
Attn: Kelsey Hart
400 W. State Street, Suite 215
Rockford, IL 61101

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

Remedies Renewing Lives
Attn: Gary Halbach
220 Easton Parkway
Rockford, IL 61108

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO

By:  _____

REMEDIES RENEWING LIVES

By:  _____



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Resolution Title: Resolution Authorizing Amended Agreement for the Justice for Families Grant

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$60,556.40
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-01089	Budget Impact:	N/A

Background Information:

The Department of Justice Office on Violence against Women funds a Justice for Families Grant. This JFF grant supports the work and enhancement of the 17th Judicial Circuit's Domestic Violence Coordinated Courts. JFF funding provides for administrative support, increased stakeholder collaboration, survivor advocacy, and training for community and court partners.

Recommendation: The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) First Amendment to Agreement with Remedies Renewing Lives, Inc.

Contract/Agreement: See attached.

Legal Review: Reviewed by Winnebago County State's Attorney's Office

Follow-Up: N/A

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Resolution Authorizing Amended Agreement for the Justice for Families Grant

—

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded a Justice for Families Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Finance of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-01089;

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, the above referenced Agreement with Remedies Renewing Lives, Inc.

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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

J

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN WINNEBAGO COUNTY, THE
17th JUDICIAL CIRCUIT COURT OF ILLINOIS AND REMEDIES RENEWING LIVES,
INC.**

This First Amendment is made and entered into this ____ day of _____, 2023, , by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the “County”), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the “Court”), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the “Subcontractor”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated January 3, 2022, for Subcontractor to provide services to County under the Justice For Families grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

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

WHEREAS, the grant does not expire until September 30, 2024

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2022 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.
2. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
3. This First Amendment shall bind and benefit both Parties and any successors or assigns.

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
John S. Lowry, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: _____
Gary Halbach

**AGREEMENT BETWEEN WINNEBAGO COUNTY, THE 17th JUDICIAL CIRCUIT
COURT OF ILLINOIS AND REMEDIES RENEWING LIVES, INC.**

This Agreement is made and entered into this 3rd day of Jan, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.
2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:
 - a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Parties recognize that this Remedies Legal Advocate may in addition to these 30 hours provide an additional 10 hours work in the Domestic Violence Assistance Center under the terms of a separate agreement. The Legal Advocate will provide advocacy to victims in the Domestic Violence Coordinated Court (DVCC), with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the DVCC Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearings held in the DVCC. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project. The Legal Advocate will attend DVAC meetings, meeting of the Victim Safety and Security committee, Judges

and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements.

- b) Remedies' Vice President of Domestic Violence Services will provide supervision to the Remedies Legal Advocate. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project.

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

3. Payment:

- (a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

- (b) The County agrees to pay Subcontractor for the services of the Legal Advocate at the hourly rate of \$16.34 for the project for a total amount not to exceed \$25,490.40 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.65%), Worker's Compensation (2%), Unemployment (1%), and Retirement (6%), for a total amount not to exceed \$4,244.15 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate of \$40.37 for the project for a total amount to not exceed \$968.88 over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$33.00, to not exceed \$400.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed ~~\$3,000.00~~ \$2,500.00 over the term of this Agreement. *DVC EGD*

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

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

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

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

4. **Records:**

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

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

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

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

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

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required

assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) Lobbying: Subcontractor hereby certifies the following:

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

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

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

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

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

satisfactory to the County as evidence of its insurance coverage in full force and effect.

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

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

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

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

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

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

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

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

other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: Gary Halbach
Gary Halbach

**FY2021 Justice for Families Program
Consultants/Contracts Budget Summary**

Remedies Renewing Lives

Salary

Position	Year 1	Year 2	Year 3	Total
Remedies Legal Advocate .75FTE	\$33,987.20 x .75FTE = \$25,490.40	x	x	\$25,490.40
Remedies VP of DV Services	\$40.37/hr x 24 hours = \$968.88	x	x	\$968.88
DVAC Remedies Copier Fee	\$33.00/mo x 12 = \$396.00	x	x	\$396.00

Benefits/Fringe

Remedies Legal Advocate	Year 1	Year 2	Year 3	Total
FICA (7.65%)	\$25,490.00 x 7.65% = \$1,948.93	x	x	\$1,948.98
Retirement (6%)	\$25,490.00 x 6% = \$1,529.40	x	x	\$1,529.40
Workers Comp (2%)	\$25,490.00 x 2% = \$509.80	x	x	\$509.80
Unemployment (1%)	\$25,490.00 x 1% = \$254.90	x	x	\$254.90
Total	\$4,243.08	x	x	\$4,243.08

The Remedies Legal Advocates will provide comprehensive advocacy to victims seeking an order of protection (OP) in DV civil and criminal courts. The .75 FTE advocate will be located at the Domestic Violence Assistance Center (DVAC) and due to their location in the courthouse, will provide a specialized focus on advocacy throughout and after the OP process, including providing on-site court advocacy. The remaining .25FTE of this position is funded by the Improving Criminal Justice Response (ICJR) grant program which allows for an expansion of advocacy services for OPs heard in family court. Remedies' Vice President of Domestic Violence Services, Becky Winstead, will provide supervision to the Remedies Legal Advocates. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project. The copier fee charge is a prorated cost based on grant-funded staff use of the copier in the DVAC space. Remedies will receive an indirect cost rate of 10%, to not exceed \$3,014.00 per the contractual agreement.

\$2,500 JVC EWP



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Resolution Title: Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$88,601.09
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-02150	Budget Impact:	N/A

Background Information:

The Department of Justice for Office on Violence against Women funds a Winnebago County Enhanced Training and Services to End Abuse in Later Life (AILL) Grant. This AILL grant seeks to address elder abuse, neglect and exploitation, domestic violence, dating violence, sexual assault, and stalking against victims who are age 50 or over. AILL funding provides for administrative support, increased stakeholder collaboration, direct services, and training for community and court partners.

Recommendation: The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) Agreement with Remedies Renewing Lives, Inc.
- 2) Agreement with City of Rockford
- 3) Agreement with Rockford Sexual Assault Counseling
- 4) Agreement with Prairie State Legal Services
- 5) Agreement with Mercyhealth at Home

Contract/Agreement: See attached.

Legal Review: Reviewed by Circuit Court.

Follow-Up: N/A

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

—

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded a Abuse in Later Life Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Finance of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A, an Agreement from the City of Rockford, Resolution Exhibit B, an Agreement with Rockford Sexual Assault Counseling, Resolution Exhibit C, an Agreement with Prairie State Legal Services, Resolution Exhibit D, and an Agreement with Mercyhealth at Home, Resolution Exhibit E, for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-02150;

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, the above referenced Agreement with Remedies Renewing Lives, Inc., Agreement with the City of Rockford, Agreement with Rockford Sexual Assault Counseling, Agreement with Prairie State Legal Services, and Agreement with Mercyhealth at Home.

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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

J

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND THE CITY OF ROCKFORD

This First Amendment is made and entered into this - day of of 2023 by and between Winnebago County, Illinois (hereinafter the “County”), the 17th Judicial Circuit Court (hereinafter the “Court”), and the City of Rockford (hereinafter the “Subcontractor”) (collectively the “Parties”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, the County and Court has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, the Parties desire to amend the Agreement from a full-time advocate position to a part-time position; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

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

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of the part-time .50 FTE Abuse in Later Life Advocate at the annual rate of \$20,997.60 and for the costs associated with FICA (7.65%), Worker’s Compensation (.28%), Unemployment (\$4.41/month), Retirement (8.8%), for a total amount not to exceed \$31,443.38 over the term of this Agreement. The County agrees to pay Subcontractor for the mileage of the Abuse in Later Life Advocate at a rate up to .575 per mile up to 1,600.4 miles for a total amount not to exceed \$920.23 over the term of this Agreement.

3. Section 3(c) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of a supervisor of the Abuse in Later Life Advocate at a rate of \$54.70 per hour (calculated including fringe benefit costs) up to 52 hours for a total amount not to exceed \$2,844.40 for the term of this Agreement.

4. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
5. This First Amendment shall bind and benefit both Parties and any successor or assigns.
6. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By:_____

17TH JUDICIAL CIRCUIT COURT

By:_____

CITY OF ROCKFORD

By:_____

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND ROCKFORD SEXUAL ASSAULT COUNSELING

This First Amendment is made and entered into this day of 2023 by and between Winnebago County, Illinois (hereinafter the “County”), the 17TH Judicial Circuit Court (hereinafter the “Court”), and Rockford Sexual Assault Counseling (hereinafter the “Subcontractor”) (collectively the “Parties”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, the County has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

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

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of Erica Engler at an hourly rate of \$43.07 up to 4.50 hours and Paula Peterson at a hourly rate of \$28.33 up to 20.50 hours and for counseling services at a hourly rate of \$25.00 up to 520 hours, for a total amount not to exceed \$13,774.59 for the term of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By:_____

17TH JUDICIAL CIRCUIT COURT

By:_____

ROCKFORD SEXUAL ASSAULT COUNSELING

By:_____

10/01/2022

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND MERCYHEALTH AT HOME

This First Amendment is made and entered into this - day of _ 2023 by and between Winnebago County, Illinois (hereinafter the “County”), the 17TH Judicial Circuit Court (hereinafter the “Court”) and Mercyhealth at Home Adult Protective Services (hereinafter the “Subcontractor”) (collectively the “Parties”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, the County and Court has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

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

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of Yvonne Anderson at an hourly rate of \$65.00 up to 4.50 hours and Courtney Miller at a hourly rate of \$45.00 up to 15 hours for a total amount not to exceed \$967.50 for the term of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

17TH JUDICIAL CIRCUIT COURT

By: _____

MERCYHEALTH AT HOME ADULT PROTECTIVE SERVICES

By: _____

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND PRAIRIE STATE LEGAL SERVICES

This First Amendment is made and entered into this day of 2023 by and between Winnebago County, Illinois (hereinafter the “County”), the 17TH Judicial Circuit Court (hereinafter the “Court”) and Prairie State Legal Services (hereinafter the “Subcontractor”) (collectively the “Parties”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, the County and Court has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

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

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of its attorneys at an hourly rate of \$81.25 up to 54 hours, for a total amount not to exceed \$4,387.50. Not more than 10% of the hours may be for the services of the Managing Attorney or Supervising Attorney for the supervision and administrative oversight of the Staff Attorneys. Up to 10% of said \$4,387.50 may be used for related litigating expenses required for such services.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By: _____

17TH JUDICIAL CIRCUIT COURT

By: _____

PRAIRIE STATE LEGAL SERVICES

By: _____

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT OF ILLINOIS
AND REMEDIES RENEWING LIVES

This First Amendment is made and entered into this day of 2023 by and between Winnebago County, Illinois (hereinafter the “County”), the 17th Judicial Circuit Court (hereinafter the “Court”), and Remedies Renewing Lives (hereinafter the “Subcontractor”) (collectively the “Parties”).

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated October 1, 2021, for Subcontractor to provide services to County under the Enhanced Training and Services to End Abuse in Later Life Program grant from the Department of Justice/ Office on Violence Against Women (hereinafter the “Grant”); and

WHEREAS, the County has received a one year no cost extension for the Grant; and

WHEREAS, Section 1 of the Agreement, Term, provides for the dates of the agreement; and

WHEREAS, Section 3 of the Agreement, Payment, provides for the payment of services.

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

1. Section 1 of the Agreement is modified as follows:

This Agreement shall terminate on September 30, 2023.

2. Section 3(b) of the Agreement is modified as follows:

The County agrees to pay Subcontractor for the services of Becky Winstead at an hourly rate of \$37.35 up to 23 hours for a total amount not to exceed \$859.05 for the term of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.
4. This First Amendment shall bind and benefit both Parties and any successor or assigns.
5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated October 1, 2021, relating to the Enhanced Training and Services to End Abuse in Later Life Program Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

By:_____

THE 17TH JUDICIAL CIRCUIT COURT

By:_____

REMEDIES RENEWING LIVES

By:_____

STATE OF ILLINOIS)
) *SS*
COUNTY OF WINNEBAGO)


CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago and Ogle Counties, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 24th day of February 2022 there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2022-34-O** and said resolution was so published on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 24th day of February 2022.

[SEAL]



LEGAL DIRECTOR AND *EX OFFICIO*
KEEPER OF THE RECORDS AND SEAL

ORDINANCE NO. 2022 - 34 - O**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD,
WINNEBAGO COUNTY AND OGLE COUNTY, ILLINOIS, THAT:**

By passage and approval of this Ordinance, the Mayor and Legal Director are hereby authorized to approve and execute the attached Agreement with Winnebago County and 17th Judicial Circuit Courts for Placement of an Abuse in Later Life Advocate through the Enhanced Training and Services to End Abuse in Later Life Program Grant. Winnebago County agrees to pay City for the advocacy services for a total amount not to exceed \$64,440, mileage for travel in the amount of \$1,495, and a Deputy Director to provide on hour per week of supervision in the amount of \$2,406.80 over the term of the Agreement. This position is one hundred percent grant funded.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

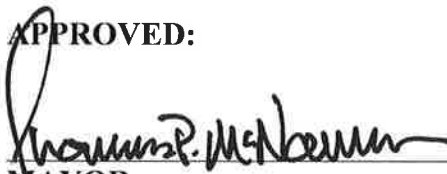
AYES: DURKEE, LOGEMANN, TUENBERG, FROST, TORINA, PRUNTY, WILKINS,
HOFFMAN, ROSE, BEACH, QUINONEZ, MEEKS, MCNEELY, BONNE

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED:



MAYOR

ATTESTED:



LEGAL DIRECTOR

PASSED: 2/22/22

APPROVED: 2/24/22

PUBLISHED: 2/24/22

ATTESTED and **FILED** in my office this 24th day of February, 2022, and published in pamphlet form this 24th day of February, 2022 by order of the City Council of the City of Rockford, Illinois.


Legal Director and ex officio
Keeper of the Records and Seal

RECOMMENDED AND
APPROVED BY:


NICHOLAS O. MEYER, Legal Director

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND THE CITY OF ROCKFORD**

This Agreement is made and entered into this 1st day of December, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and the City of Rockford with an address at 425 East State Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on December 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

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

(a) The Abuse in Later Life Advocate will provide advocacy services and outreach to victims/survivors of domestic violence, sexual assault, stalking or elder abuse age 50 and older. The Abuse in Later Advocate will participate in outreach efforts to increase awareness of services provided, and participate in Coordinated Community Response (CCR) meetings, events, activities and trainings. The Abuse in Later Life Advocate will travel as necessary to provide services, outreach, attend meetings and fulfill duties of position. A supervisor of Subcontractor shall provide one hour of supervision for the Abuse Later Life Advocate per week.

Supplies will be provided to the Abuse in Later Life Advocate by the County and Court to the extent authorized under the terms of the Grant.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses an

the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Abuse in Later Life Advocate at the annual rate of \$42,000 and for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (flat rate), Life Insurance (flat rate), Health Insurance (flat rate) and Retirement (10.99%), for a total amount not to exceed \$64,440.00 over the term of this 11-month Agreement. The County agrees to pay Subcontractor for the mileage of the Abuse in Later Life Advocate at a rate up to .575 per mile up to 2,600 miles for a total amount not to exceed \$1,495.00 over the term of this 10-month Agreement.

(c) The County agrees to pay Subcontractor for the services of a supervisor of the Abuse in Later Life Advocate at a rate of \$54.70 per hour (calculated including fringe benefit costs) up to 44 hours for a total amount not to exceed \$2,406.80 for the term of this 10-month Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

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

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

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

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

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

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

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

7. Termination:

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

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

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

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

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

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

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within

thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak
400 W. State Street, Suite 215
Rockford, IL 61101

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

City of Rockford
Attn: Jennifer Cacciapaglia
315 N. Main St.
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or

utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: Joseph W. Chiarelli
Joseph W. Chiarelli, Chairman of the
County Board of the County of Winnebago, Illinois

THE 17TH JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty
Eugene G. Doherty, in his capacity as Chief Judge

CITY OF ROCKFORD

By: Thomas P. McNamara
Thomas P. McNamara, Mayor of the City of Rockford

Exhibit A

Family Peace Center Budget Abuse in Later Life Grant Project FY 2021-2022 (10 months)			
Name of Consultant	Service Provided	Computation	Cost
Abuse in Later Life Advocate	Provide advocacy services, outreach, and attend meetings, events, activities and trainings.	\$42,000 annual salary: \$3,500 monthly x 10 months Fringe: FICA @7.65% Retirement @ 10.99% Workers Comp @ .28% Health Ins. (Flat Rate) Life Ins. (Flat Rate) Unemployment (Flat Rate) Fringe Total Salary & Fringe:	\$35,000 \$2,677.50 \$3,846.50 \$98.00 \$22,750. \$34.00 \$34.00 \$29,440.00 \$64,440.00
	Travel necessary to provide advocacy and outreach and attend meetings, events, activities and trainings.	Up to .575 per mile x 2,600 miles	\$1,495.
Deputy Director	Provide one hour per week of supervision for the Abuse in Later Life Advocate.	\$72,634. annual salary: \$6,053. monthly x 10 months= \$60,530. Fringe: FICA @7.65% - \$4,630.55 Retirement @ 10.99%= \$6,652. Workers Comp @ .28%= \$169.48 Health Ins. (Flat Rate) - \$22,750. Life Ins. (Flat Rate)- \$34.00 Unemployment (Flat Rate)- \$34.00 Fringe Total: \$34,270.03 Salary & Fringe: \$94,800.03 /1,733 hours=\$54.70 hourly rate x 44 hours	\$2,406.80 \$68,341.80
Total			\$68,341.80

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

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

(a) Remedies Renewing Lives staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Becky Winstead at a hourly rate of \$37.35 up to 22 hours and Casey Bachochin at an hourly rate of \$25.63 up to 24 hours for a total amount not to exceed \$1,436.82 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

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

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

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

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

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

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

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and

passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

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

Remedies Renewing Lives
Attn: Becky Winstead
220 Easton Parkway
Rockford, IL 61108

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

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No

amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

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

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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENEWING LIVES

By: Gary Halbach
Gary Halbach, Executive Director

Exhibit A

Remedies Renewing Lives			
Name of Consultant	Service Provided	Computation	Cost
Becky Winstead	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$37.35/hr x 22 hours	\$821.70
Casey Bachochin	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$25.63 x 24 hours	\$615.12
Consultant Subtotal			\$1,436.82

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND ROCKFORD SEXUAL ASSAULT
COUNSELING**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Sexual Assault Counseling, with an address at 4990 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

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

(a) Rockford Sexual Assault Counseling staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older. Subcontractor will provide up to 572 hours of individual and group counseling services for survivors of abuse in later life age 50 and older.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Erica Engler at a hourly rate of \$43.07 up to 22 hours, Paula Peterson at a hourly rate of \$28.33 up to 30 hours and for counseling services at a hourly rate of \$25.00 up to 572 hours, for a total amount not to exceed \$16,097.44 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

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

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

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

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

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

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

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

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

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

Rockford Sexual Assault Counseling
Attn: Erica Engler
4990 East State Street
Rockford, IL 61108

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

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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

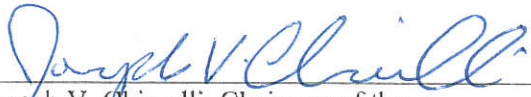
18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and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

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


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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD SEXUAL ASSAULT COUNSELING

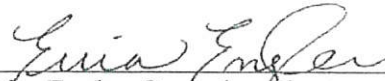
By: 
Erica Engler, Executive Director

Exhibit A

Rockford Sexual Assault Counseling (RSAC)			
Name of Consultant	Service Provided	Computation	Cost
Erica Engler, Executive Director	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$43.07 x 22 hours	\$947.54
Paula Peterson, Legal Advocate	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$28.33 x 30 hours	\$849.90
Individual/ Group Counseling	Up to 572 hours of individual and/or group counseling	\$25.00 per hour x 572 hours= \$14,300.	\$14,300.
RSAC TOTAL			\$16,097.44

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Prairie State Legal Services, with an address at 303 N. Main Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

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

(a) Prairie State Attorneys shall provide up to a total of 104 hours of civil legal assistance for adults age 50 and older who are victims/survivors of domestic violence, sexual assault, stalking or elder abuse. Civil legal assistance can be provided in assisting with temporary or plenary order of protection, removal of abuser's name from a legal document or other legal assistance deemed necessary for the immediate safety of the survivor seeking services. The Managing Attorney of Prairie State Legal Services Rockford branch offices shall provide supervision and administrative oversight to Staff Attorneys who provide civil legal assistance through this grant program.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of its attorneys and an hourly rate of \$81.25, up to a total of 104 hours, for a total amount not to exceed \$9,295.00. Not more than 10% of the hours may be for the services of the Managing Attorney for the supervision and administrative oversight of the Staff Attorneys.

Up to 10% of said \$9,295.00 may be used for related litigation expenses required for such services. JVC ELD

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

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

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

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

4. Records:

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

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

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of its attorneys and an hourly rate of \$81.25, up to a total of 104 hours, for a total amount not to exceed \$9,295.00. Not more than 10% of the hours may be for the services of the Managing Attorney for the supervision and administrative oversight of the Staff Attorneys.

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(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor. However, in accordance with the Illinois Code of Professional Conduct, subcontractor shall have no obligation to disclose or produce any materials containing information relating to the representation of a client of Subcontractor.

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

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

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

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

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

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

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

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

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or

demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

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

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

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

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

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

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

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

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

Prairie State Legal Services
Attn: Jesse Hodierne
303 North Main Street
Rockford, IL 61101

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

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

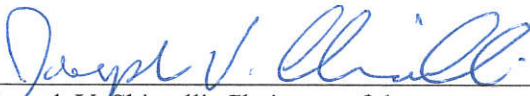
18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and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

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

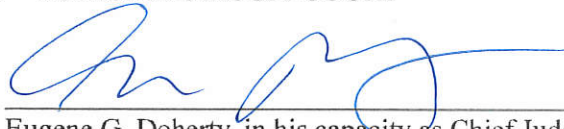
20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

PRAIRIE STATE LEGAL SERVICES

By: *Michael O'Connor*
Michael O'Connor, Executive Director

Exhibit A

Prairie State Legal Services			
Name of Consultant or Position	Service Provided	Computation	Cost
Staff Attorneys	Civil Legal Services	\$81.25 per hour x 2 hours per week for a total of 104 hours \$81.25 x 104 = \$8,450.	\$8,450.
Attorney Jesse Hodierne or Managing Attorney	Supervision of Staff Attorneys/Civil Legal Services	10% of Staff Attorney's cost allocated for supervision	\$845.
Consultant Subtotal			\$9,295.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND MERCYHEALTH AT HOME**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Mercyhealth at Home Adult Protective Services, with an address at 4223 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

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

(a) Mercyhealth at Home Adult Protective Services staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, events and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

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

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Yvonne Anderson at a hourly rate of \$65.00 up to 14 hours and Courtney Miller at a hourly rate of \$45.00 up to 30 hours for a total amount not to exceed \$2,260.00 for the term of this Agreement.

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

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

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

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

4. **Records:**

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

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

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make

audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

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

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

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

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

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

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

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

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

7. **Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

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

Mercyhealth at Home
Attn: Vice President
4223 East State Street
Rockford, IL 61108

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

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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


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

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


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

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: 
Eugene G. Doherty, in his capacity as Chief Judge

MERCYHEALTH VISITING NURSES ASSOCIATION, INC.

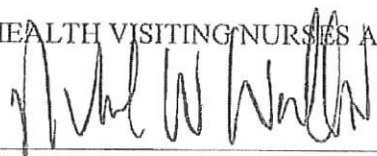
By: 
Robert W. Walters, Vice President of Home Care

Exhibit A

Mercyhealth at Home – Adult Protective Services			
Name of Consultant	Service Provided	Computation	Cost
Yvonne Anderson, Supervisor of Adult Protective Services	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$65.00/hr x 14 hours	\$910.00
Courtney Miller	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$45.00 x 30 hours	\$1,350.00
Consultant Subtotal			\$2,260.00