

SPECIAL OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Paul Arena, Chairman

Members: John Butitta, Valerie Hanserd,
Joe Hoffman, Michael Thompson
Ray Thompson, Christina Valdez

DATE: MONDAY, JUNE 22, 2026

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 Minutes – June 4, 2026
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative 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, first-served basis, with sign-up at the meeting. Speakers may not address zoning matters that are pending before the ZBA, the Zoning Committee, or the County Board. Personnel matters, 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 acknowledgment by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve the Purchase of Poll Books for Elections
- F. Other Matters
- G. Future Agenda Items
- H. Adjournment

Winnebago County Board
Operations and Administrative Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, June 4, 2026
5:30 PM

Present:

Paul Arena, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
John Butitta
Michael Thompson
Ray Thompson
Christina Valdez

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Hope Edwards, Director, Purchasing (Staff Liaison)
Lafakeria Reuter, State's Attorney's Office
Chris Dornbush, Chief Operations Officer
Luke Carlson, Attorney, State's Attorney's Office
Shawn Franks, Director, Facilities
Matt Gabel, County Board Member
John Sweeney, County Board Member

Absent:

Joe Hoffman

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes –May 7, 2026
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative 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 acknowledgment by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Winnebago County Board Chairman to Execute a Contract for Transportation Services by and between the County of Winnebago, Illinois and Reagan Mass Transit District for FY-2027
- F. Resolution Authorizing the Winnebago County Board Chairman to Execute a Memorandum of Understanding for Rural Winnebago County Public Transportation (Program Compliance Oversight Monitor-PCOM) by and between the County of Winnebago, Illinois and Reagan Mass Transit District for FY-2027
- G. Resolution Authorizing the Countywide Elevator Maintenance Contract
- H. Other Matters
- I. Future Agenda Items
- J. Adjournment

Chairperson Arena called the meeting to order at 5:30 PM.

Roll Call

Chairperson Paul Arena, yes; Mr. John Butitta, yes; Ms. Valerie Hanserd, yes; Dr. Michael Thompson, yes; Mr. Ray Thompson, yes.

A quorum is present.

Approval of Minutes – May 7, 2026

Chairperson Arena called for a motion to approve the minutes of May 7, 2026.

Motion: Ms. Hanserd. Second: Dr. Thompson.

Chairperson Arena called for any discussion.

Chairperson Arena called for a vote to approve the minutes.

The motion was passed by a unanimous voice vote.

Public Comment

Chairperson Arena omitted reading the Public Comment Section of the Agenda because no one was present to speak.

Resolution Authorizing the Winnebago County Board Chairman to Execute a Contract for Transportation Services by and between the County of Winnebago, Illinois and Reagan Mass Transit District for FY-2027

Motion: Chairperson Arena. Second: Mr. Butitta and Ms. Hanserd.

Mr. Patrick Thompson shared information about the resolution, which also ties into Resolution F.

Chairperson Arena called for any questions or comments.

- A discussion followed.

Ms. Valdez arrived at 5:33 PM.

Chairperson Arena called for any other questions.

Chairperson Arena called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Authorizing the Winnebago County Board Chairman to Execute a Memorandum of Understanding for Rural Winnebago County Public Transportation (Program Compliance Oversight Monitor-PCOM) by and between the County of Winnebago, Illinois and Reagan Mass Transit District for FY-2027

Motion: Chairperson Arena. Second: Ms. Hanserd.

Mr. Patrick Thompson reviewed the resolution.

- A discussion followed.

Chairperson Arena called for any other questions.

Chairperson Arena called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Authorizing the Countywide Elevator Maintenance Contract

Motion: Chairperson Arena. Second: Dr. Thompson.

Mr. Patrick Thompson reviewed the resolution and called for any questions.

- A discussion followed.

Chairperson Arena called for any other questions.

Chairperson Arena called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Other Matters

- Discussion took place about moving the Operations & Administrative Committee meeting scheduled for Thursday, June 18, to Thursday, June 25, 2026, before the County Board meeting.
- The Finance Committee will determine whether it will hold a meeting.
- Discussion of meetings took place for the week of June 29-July 3, 2026. The decision was made not to hold committee meetings that week unless there is business to conduct.
- Discussion took place regarding the Veterans Memorial Hall roof skylight bids.

Future Agenda Items

- No future agenda items reported.

Motion to Adjourn

Chairperson Arena called for a motion to adjourn the meeting.

Motion and Seconded by the full committee.

A unanimous voice vote passed the motion to adjourn.

The meeting was adjourned at 5:47 PM.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Winnebago County Clerk
Committee: Operations & Administrative Committee
Committee Date: June 22, 2026
Board Meeting Date: June 25, 2026
Resolution Title: Resolution to Approve the Purchase of Poll Books for Elections

Was item budgeted? Yes	Amount Budgeted: \$230,930
If not, explain funding source:	
ORG/OBJ/Project Code: 13000 - 43450	Descriptor: Supplies & Services: Election Expense

Background Information: The Winnebago County Elections Department is committed to utilizing modern Poll Book Tablets and Software Solutions to efficiently serve our voters. To ensure the highest quality of service, the Elections team conducted thorough research, which included consulting with multiple vendors, collaborating extensively with our Information Technology Department, and meeting with the Rockford Board of Elections (which currently utilizes the KNOWiNK program).

Per Resolution Exhibit A, three competitive quotes were obtained. Following a comprehensive evaluation, KNOWiNK emerged as the best overall solution for our hardware and software needs. Headquartered in the Midwest, KNOWiNK offers unique local advantages, including established personal relationships with regional postmasters to streamline mail-in and voting operations. Furthermore, implementing KNOWiNK poll books will increase operational efficiency, mitigate potential fraud, and strengthen public confidence in the election process.

To rigorously test this technology prior to a full financial commitment, the County Clerk leased and deployed fifteen (15) KNOWiNK Poll Pad units before and during the March 2026 General Primary Election. The Winnebago County Elections Department was highly satisfied with the functionality, reliability, and performance of these units.

Consequently, the Department now requests approval to permanently implement KNOWiNK poll books across all of Winnebago County. This action aligns with Illinois State Statute (10 ILCS 5/15), which mandates that "The County Clerk shall provide Poll books for each precinct."

\$208,105 is the year one of implementation for the KnowiNK Poll Books. Anticipated Annual Maintenance: Approximately \$22,825 (Covers ongoing maintenance support and hosting fees).

Recommended By: Lori Gummow, County Clerk

Follow-Up Steps: Purchasing Department will process the Purchase Order for KNOWiNK.

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

2026 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: PAUL ARENA

RESOLUTION TO APPROVE THE PURCHASE OF POLL BOOKS FOR ELECTIONS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, the Winnebago County Clerk's Office- Elections division (County Clerk's Office) is committed to utilizing modern Poll Book Tablets and Software Solutions to efficiently serve our voters and ensure the highest quality of service; and

WHEREAS, the County Clerk's Office desires to purchase poll books for use at each precinct for elections from KNOWiNK, LLC (KNOWiNK); and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote and Master Software License and Services Agreement with KNOWiNK, Resolution Exhibit A and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will issue a Purchase Order with KNOWiNK in the amount of TWO HUNDRED AND THIRTY THOUSAND, NINE-HUNDRED AND THIRTY DOLLARS (\$230,930.00).

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

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

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Paul Arena, Chair

Paul Arena, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Michael Thompson

Michael Thompson

Ray Thompson

Ray Thompson

Christina Valdez

Christina Valdez

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2026.

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

ATTEST:

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

QUOTE TAB

26NB-2477

ELECTIONS POLLBOOK USING DEPARTMENTAL FUNDS

	KNOWiNK	TENEX SOFTWARE SOLUTIONS	VR SYSTEMS EViD
105 Poll Pad Packages	\$ 208,105	\$ 200,940	\$ 234,800
Years 2-6 Annual License & Maintenance Fees	\$ 22,825	\$ 18,000	\$ 17,520
Total	\$ 230,930	\$ 218,940	\$ 252,320



460 N Lindbergh Blvd • St. Louis, MO 63141

Phone: 855-765-5723

Email: sales@knowink.com

Website: www.knowink.com

MASTER Software License and Services AGREEMENT

This Master Agreement (the “**Agreement**”) is entered into as of the ____ of June 2026 between the County of Winnebago, IL (“**Customer**”) on behalf of the Winnebago County Clerk’s Office, and KNOW iNK, LLC (“**KNOWiNK**”) (each referred to herein as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books (“**EPBs**”) system known as the KNOWiNK Poll Pad System (the “**System**”), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System; and

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the “**Services**”) for, and license such software (the “**Software**”) to, Customer.

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in the attached quote (Exhibit B, “**Quote**”).

2. LICENSE AND SUPPORT; RESTRICTIONS:

21. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer’s internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer’s use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
22. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support (“**Software Support Services**”) and (b) the implementation, training, support and/or other services (“**Professional Services**”) set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK’s discretion. KNOWiNK does not warrant that all errors or defects will be corrected.
23. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
24. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or

Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

25. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
26. Subject to the terms and conditions of this Agreement, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.

3. **OBLIGATIONS:**

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon delivery to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once delivery has been made.
- 3.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one (1) hour prior to polls opening until one (1) hour after polls close. On Election Day, all calls will be acknowledged and/or addressed within (1) one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

4. **TERM; TERMINATION:**

- 4.1. The term of this Agreement ("**Term**") shall initially be three (3) years, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer or KNOWiNK in writing at least 30 days prior to the end of the then-current term, the Term will renew for three-year renewal periods.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 4.3. Either party shall have the right to terminate this Agreement for any reason, without penalty, by providing the other party with ninety (90) days prior written notice any time after execution.
- 4.4. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement, then the Customer will notify KNOWiNK in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made to KNOWiNK under this Agreement beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement.
- 4.5. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5 and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force

or effect.

5. PRICING:

- 5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.

- 5.2. The “**Annual Fee**” is the combined, annual fee for licensing (in the case of Software) and support (a “**License and Support Subscription**”). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Exhibit B**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote. Additional charges may apply to Services, e.g., travel, communication and other expenses. However, any additional charges shall not be incurred unless agreed upon by the Parties in writing.
- 5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax.

6. **ORDERS:**

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK’s discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

7. **PAYMENT TERMS:**

KNOWiNK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon shipment to Customer. All invoices, including any disputes, shall be paid pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

8. **CONFIDENTIALITY:**

- 8.1. “**Confidential Information**” means any confidential or proprietary information of a party, including information related to KNOWiNK’s business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. To the fullest extent permitted by law, each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer’s permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer’s possession (including Confidential Information incorporated in software or writings, electronic and hard copies).

84. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

9. **INDEMNIFICATION:**

- 9.1. **Indemnity.** KNOWiNK shall indemnify, defend, and hold harmless Customer, its elected and appointed officials, officers, representatives, agents and employees from and against any and all losses, damages, liabilities, attorney's fees, and costs incurred by Customer resulting from any third-party claim, suit, action, or proceeding that KNOWiNK's equipment, hardware and Software, or any part thereof provided to the Customer or utilized in performing KNOWiNK's services under this Agreement, infringes or misappropriates such third-party's valid U.S. patent, copyright or license, provided that the Customer promptly notifies KNOWiNK in writing of the claim. KNOWiNK expressly understands and agrees that any insurance protection required of KNOWiNK, or otherwise provided by KNOWiNK, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Customer as hereinabove provided.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.
- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.
- 9.4. **EXCLUSIVE REMEDIES.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

10. **WARRANTY; LIMITATION OF LIABILITY:**

- 10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY

OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.

- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.
- 10.5. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF CUSTOMER HAS ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), CUSTOMER AGREES THAT ITS EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM KNOWiNK, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO KNOWiNK FOR THE PRECEDING TWELVE (12) MONTHS.

11. **CONFLICTS:**

KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit relating to the award of this Agreement.

12. **FORCE MAJEURE:**

The Parties shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK .

13. **RELATIONSHIP OF THE PARTIES:**

- 13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or employment.

14. **GENERAL:**

- 14.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer. In no case will such consent relieve the other Party from its obligations, or change the terms of this Agreement. Written notice must be provided to the other Party, with the name of any proposed assignee and the reason for the assignment; consent to which shall not be unreasonably withheld.
- 14.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 14.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THE VENUE AND JURISDICTION FOR ANY COMPLAINT AT LAW SHALL BE IN THE 17TH JUDICIAL CIRCUIT COURT, WINNEBAGO COUNTY, ILLINOIS. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY BOTH PARTIES IN WRITING.
- 14.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.
- 14.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on **Exhibit A**, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

(Signature page to follow)

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

CUSTOMER (County of Winnebago,, IL):

KNOWiNK LLC:

Signature: _____

Signature: _____

Print Name: _____

Print Name: ___Kevin J. Schott_____

Title: _____

Title: _____CFO_____

Date: _____

Date: _____5//26_____

Exhibit A
General Information

Customer Jurisdiction Name:	
Licensed Location (City/State):	
Customer Contact(s):	
Billing Address:	
City / State / ZIP:	
Shipping Address (if different):	
City / State / ZIP:	
Contact Telephone:	
Alternate Telephone:	
Fax:	
Email:	

Exhibit B (Quote), to follow

KNOWiNK, LLC.
 460 N Lindbergh Blvd
 Saint Louis, MO 63141-7808
<http://knowink.com>

Estimate



ADDRESS
Winnebago County, IL 404 Elm Street Rockford, IL 61101

SHIP TO
Winnebago County, IL 404 Elm Street Rockford, IL 61101

ESTIMATE #	DATE
12552	05/05/2026

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Poll Pad Package with Flip Stand and Receipt Printer Cellular	Includes: iPad 11th Gen Cellular 128GB mCPrint-3 Receipt Printer Flip Stand Stylus Transport Case First Year License MDM Enrollment	105	1,930.00	202,650.00
	Braided USB-C to USB-C Cable - 18"		105	10.00	1,050.00
	Receipt Paper - 50 Rolls	Star Micronics Receipt Paper - 50 Rolls	3	135.00	405.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	Elections365 Support Package		4	2,500.00	10,000.00
	Shipping		90	20.00	1,800.00
	FB_DISCOUNT	Rental Discount (15 Units)	1	-	-9,375.00
				9,375.00	
					Due Year 1: 208,105.00
	Poll Pad Annual Software License	Year 2 Annual Licenses and Maintenance Fees Includes software updates and support	105	150.00	15,750.00
	Elections365 Support Package	Support + Training	2	2,500.00	5,000.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	ePulse Live Connectivity - Annual License	Includes software updates and support	1	500.00	500.00
		Year 3 Annual Licenses and Maintenance Fees			Due Year 2: 22,825.00
	Poll Pad Annual Software License	Includes software updates and support	105	150.00	15,750.00
	Elections365 Support Package	Support + Training	2	2,500.00	5,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	ePulse Live Connectivity - Annual License	Includes software updates and support	1	500.00	500.00
		Year 4 Annual Licenses and Maintenance Fees			Due Year 3: 22,825.00
	Poll Pad Annual Software License	Includes software updates and support	105	150.00	15,750.00
	Elections365 Support Package	Support + Training	2	2,500.00	5,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	ePulse Live Connectivity - Annual License	Includes software updates and support	1	500.00	500.00
		Year 5 Annual Licenses and Maintenance Fees			Due Year 4: 22,825.00
	Poll Pad Annual Software License	Includes software updates and support	105	150.00	15,750.00
	Elections365 Support Package	Support + Training	2	2,500.00	5,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00

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DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	ePulse Live Connectivity - Annual License	Includes software updates and support	1	500.00	500.00
					Due Year 5: 22,825.00
	Poll Pad Annual Software License	Includes software updates and support	105	150.00	15,750.00
	Elections365 Support Package	Support + Training	2	2,500.00	5,000.00
	Data Activation - Annual	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	ePulse Live Connectivity - Annual License	Includes software updates and support	1	500.00	500.00
					Due Year 6: 22,825.00
	Data Plan - Cellular Usage	Per Election Data Usage (overages may apply) Charges are billed monthly while devices are active; billing frequency may increase depending on device usage. The data plan includes up to 1GB of connectivity per device, per election.	105	30.00	3,150.00
					Subtotal: 3,150.00

Shipping Lead Time: 8-10 Weeks

SUBTOTAL 325,380.00

Cradlepoint equipment included with the prior rental is not included in this pricing.

TAX 0.00

TOTAL **USD 325,380.00**

Please note that the prices quoted for hardware are based on current market conditions and may be subject to change due to factors such as tariffs, import duties, or other unforeseen costs. Please confirm pricing at the time of purchase to ensure accuracy.

Accepted By

Accepted Date

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