



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, October 8, 2020
6:00 p.m.

1. **Call to Order** Chairman Frank Haney
2. **Agenda Updates** Chairman Frank Haney
3. **Roll Call** Clerk Lori Gummow
4. **Invocation** Board Member Burt Gerl
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
 - A. Awards – None
 - B. Proclamations – None
 - C. Presentations – None
6. **Public Comment** Registered Speakers
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. **Board Member Correspondence** Board Members
8. **Chairman's Report** Chairman Frank Haney
9. **Announcements & Communications** Clerk Lori Gummow
 - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
 - A. Raffle Report - None
 - B. Approval of minutes September 3, 2020
 - C. Layover of minutes September 22, 2020 and September 24, 2020
11. **County Administrator's Report**..... County Administrator Patrick Thompson

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

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

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

A. Community Action Agency Board

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

B. Winnebago County Housing Authority

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

C. Winnebago County Crime Commission

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

D. Chicago Rockford International Airport Board

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

14. Standing Committee Reports Chairman Frank Haney

A. Finance CommitteeJaime Salgado, Committee Chairman

1. Committee Report
2. Resolution Authorizing Settlement of a Claim Against the County of Winnebago
Entitled Michael Freet Versus Winnebago County in the Amount of \$180,000
3. Budget Amendment 2020-024 County Highway Fed EX Fee Transfer to be laid over
4. 2020 Tax Levy Ordinances to be laid over

B. Zoning Committee Jim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee Jas Bilich, Committee Chairman

1. Committee Report

D. Operations & Administrative Committee Keith McDonald, Committee Chairman

1. Committee Report
2. Resolution Authorizing the Chairman of the County Board to Execute a Lease for Space
at 555 N. Court Street with the Winnebago County Health Department
3. Resolution Establishing a HVAC Scheduled Service Agreement
4. Resolution Renewing Garbage Collection Services Contract 178-2126
5. Resolution Opposing the County Executive Form of Government
6. Resolution on County Clerk Hours 2020

E. Public Works Committee Dave Tassoni, Committee Chairman

1. Committee Report
2. (20-039) Resolution Authorizing the Award of Bid for Rockford Township for the
Resurfacing of Blackhawk Road Between IL Rte. 251 and 20th Street

3. (20-040) An Ordinance Establishing a Park Zone Speed Limit on Wendy Lane from Harrison Avenue to Heidi Drive in Cherry Valley Township
4. (20-041) A Resolution Authorizing the Installation of Stop Signs at the Intersection of Wendy Lane and Darlene Drive in Cherry Valley Township

F. Public Safety Committee..... **Aaron Booker, Committee Chairman**

1. Committee Report
2. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women Grant

G. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**

1. Committee Report
2. Resolution to Declare November 3, 2020 a Holiday (Reconsideration)

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

16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, October 22, 2020

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: October 8, 2020

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station, Unit Nos. 1 and 2 – Issuance of Amendment Nos. 222 and 222 RE: One-Time Extension of Unit No. 2 Steam Generator Inspections [COVID-19] (EPID L-2020-LLA-0156.)
 - b. Byron Station – Security Baseline Inspection Report 05000454/2020402 and 05000455/2020402.
 - c. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2 – Issuance of Amendment Nos. 217, 217, 221, and 221 Regarding Reactor Coolant System Pressure and Temperature Limits Report Technical Specifications (EPID L-2019-LLA-0215.)
 - d. Federal Register / Vol. 85, No. 184/Tuesday, September 22, 2020 / Notices.
 - e. Exelon Generation Company, LLC – Fleet Request to Use Paragraph IWA-5120 of the 2017 Edition of the ASME B&PV Code, Section XI (EPID: L-2020-LLR-0118.)
 - f. Braidwood Station, Units 1 and 2, - Issuance of Amendments Nos. 218 and 218 RE: REVISION of Technical Specifications for the Ultimate Heat Sink (EPID L-2020-LLA-0159.)



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- g. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clifton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Request to use a Provision of a Later Edition of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, Section XI (EPID L-2020-LLR-0117.)
 - h. Byron Station – Triennial Inspection of Evaluation of Changes, Tests and Experiments Baseline Inspection Report 05000454/2020011 and 05000455/2020011.
- 2. County Clerk Gummow received from the Illinois Environmental Protection Agency the following:
 - a. Public Notice Proposed Renewal of the Clean Air Act Permit Program Permit Gunite Corporation in Rockford.
 - b. Notice of Application for Permit to Manage Waste. Description of Project: Request of operating authorization of Cell E4 of the East Expansion Unit at the Winnebago Landfill.
- 3. County Clerk Gummow received from Charter Communications a letter making its customers aware that effective on or after October 31, 2020 customer bill statement dates and payment due dates will be changing for the following:
 - a. Township of Harlem
 - b. Township of Rockton
 - c. Township of Roscoe
 - d. County of Winnebago
- 4. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for Village of Rockton.

CONSENT AGENDA

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
SEPTEMBER 3, 2020**

1. Interim Chairman Fellars Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, September 3, 2020 at 6:00 p.m.
2. Interim Chairman Fellars announced the following Agenda Changes: No Changes
3. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Bilich, Butitta, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, Wescott and Zintak were present.) (Board Members Booker and Crosby were absent.)
4. Interim Chairman Fellars led the Pledge of Allegiance.

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

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

PUBLIC COMMENT

6. None.

BOARD MEMBER CORRESPONDENCE

7. None.

CHAIRMAN'S REPORT

8. None.

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, and Calvert Cliffs Nuclear Power Plant, Units 1 and 2 – Issuance of Amendments Nos. 214, 214, 218, 218, 337, and 318, Respectively, Regarding Adoption of TSTF-569, Revision 2 (EPID L-2019-LLA-0274.)
 - b. Federal Register / Vol. 85, No. 165 / Tuesday, August 25, 2020 / Notices
- B. County Clerk Gummow received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in Winnebago County and Machesney Park within the next few months.

CONSENT AGENDA

- 10. Chairman Fellars entertained a motion to approve the Consent Agenda for September 3, 2020 (Raffle Report and County Board Minutes of August 13, 2020 and to layover the County Board Minutes of August 27, 2020.) Board Member Bilich moved for the approval of the Consent Agenda, seconded by Board Member Kelley. The motion was approved by a unanimous vote of all members present. (Board Member Booker and Crosby were absent.)

COUNTY ADMINISTRATOR'S REPORT

- 11. County Administrator Thompson reported his one on one meetings with appointed department heads, elected officials, and County Board Members.

County Administrator Thompson announced he is lending a hand in finalizing the County Budget.

DEPARTMENT HEAD UPDATES

- 12. None.

UNFINISHED BUSINESS

- 13. Board Member Kellwy made a motion to take the appointees off the table, seconded by Board Member Nabors. Motion failed by a roll call vote of 14 no and 4 yes votes. (Board Members Arena, Bilich, Fiduccia, Gerl, Goral, Hoffman, McDonald, Redd, Salgado, Schultz, Tassoni, Webster, Wescott, and Zintak voted no.) (Board Members Booker and Crosby were absent.)

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

A. Community Action Agency Board

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

July 2021

B. Winnebago County Housing Authority

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

C. Winnebago County Crime Commission

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

D. Chicago Rockford International Airport Board

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

Board Member Booker arrived at 6:14 p.m.

14. Board Member Salgado made a motion to approve a Resolution Identifying Revenue Increases or Budget Reductions to Offset Sheriff's Budget Amendment 2020-020 Increase of \$2,723,523, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman and Board Members Salgado, Kelley. Motion was approved by a roll call vote of 12 yes, 6 no, and 1 abstention. (Board Members Fellars, Goral, Hoffman, Tassoni, Webster, and Webster voted no.) (Board Member Redd abstained.) (Board Member Crosby was absent.)
15. Board Member Salgado made a motion to approve Budget Amendment Ordinance 2020-020 Sheriff's Department Budget by \$2,723,523, seconded by Board Member Gerl. Discussion by Chief Deputy Ciganek, Tami Goral from the County Sheriff's Office, Interim County Administrator Chapman and County Administrator Thompson and Board Members Salgado, Fellars, Arena, Goral, Zintak, Kelley, Booker, Bilich, Nabors and Webster. Motion failed by a roll call vote of 10 no and 9 yes votes. (Board Members Arena, Fellars, Fiduccia, Goral, Nabors, Redd, Salgado, Schultz, Tassoni and Webster voted no.) (Board Member Crosby was absent.)
16. County Administrator Thompson and Interim County Administrator Chapman spoke of the Budget Overview/Presentation Proposing the Fiscal Year 2021 County Budget.
17. Fiscal Year 2021 Budget to be Laid Over to the September 24, 2020 Meeting
18. Fiscal Year 2021 Annual Appropriation Ordinance to be Laid Over to the September 24, 2020 Meeting

ZONING COMMITTEE

19. Board Member Webster announced agenda items 1., 2., 3., & 4. (as listed below) all failed at Zoning Committee. Discussion by Deputy State's Attorney Kurlinkus.
1. Board Member Kelley made a motion to approve Z-04-20 A Map Amendment to Rezone +/- 1.47 Acres from the AG, Agricultural Priority District to the RR, Rural Residential District (A Sub-District of the RA District) for the property that is commonly known as 8502 Burr Oak Road, Roscoe, IL, 61073 in Roscoe Township, District 4, seconded by Board Member Zintak. Discussion by Board Members Arena and Webster. Motion failed by roll call vote of 14 no and 5 yes votes. (Board Members Bilich, Booker, Fellars, Fiduccia, Gerl, Goral, Hoffman, McDonald, Redd, Schultz, Tassoni, Webster, Wescott and Zintak voted no.) (Board Member Crosby was absent.)
20. Board Member Webster made a motion to approve agenda items 2., 3., & 4. (as listed below), seconded by Board Member Gerl. Discussion by Board Members Tassoni, Webster, Goral and Kelley. Board Member Kelley made a motion to divide agenda items 2., 3., & 4. (as listed below) to vote on them separately, seconded by Board Member Tassoni. Discussion by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
2. Board Member Tassoni made a motion to approve V-01-20 A Variation to Allow a Minimum of 74 Feet of Lot Frontage / Width on a Public Road Instead of the Required Minimum of 250 Feet in the AG, Agricultural Priority District for the property that is commonly known as 5062 Safford Road, Rockford, IL 61101 in Rockford Township, District 5 (with conditions), seconded by Board Member Gerl. Motion failed by a roll call vote of 19 no votes and 0 yes votes. (Board Members Arena, Bilich, Booker, Butitta, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, Wescott and Zintak voted no.) (Board Member Crosby was absent.) Discussion by Board Members Webster and Fellars.
 3. Board Member Kelley made a motion to approve SU-01-20 A Special Use Permit for an Agri-Business to allow a U-Pick Operation (i.e. Cut Your Own Christmas Tree Farm with Accessory Gift Shop) in the AG, Agricultural Priority District for the property that is commonly known as 5062 Safford Road, Rockford, IL 61101 in Rockford Township, District (with conditions) , seconded by Board Member Goral. Discussion by Board Member Webster. Motion failed by a voice vote. (Board Member Crosby was absent.) For the record Board Members Tassoni, Kelley and Bilich support the motion.
 4. Board Member Webster made a motion to approve SU-02-20 A Special Use Permit for a Wedding and/or Reception Facility in the AG, Agricultural Priority District for the property that is commonly known as 5062 Safford Road, Rockford, IL 61101 in Rockford Township, District 5 (with conditions), seconded by Board Member Goral. Motion failed by a voice vote. (Board Member Crosby was absent.)

ECONOMIC DEVELOPMENT

21. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

22. Board Member McDonald made a motion to approve a Resolution Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
23. Board Member McDonald made a motion to approve a Resolution Authorizing Fire Alarm Signal Monitoring and Lease Agreement Booker. Discussion by Purchasing Director Johns and Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

PUBLIC WORKS

24. Board Member Tassoni anticipates the next meeting will be September 18, 2020.

PUBLIC SAFETY

25. Board Member Booker made a motion to approve a Resolution Authorizing Funding for the Rosecrance Crisis Triage Program, seconded by Board Member Zintak. Discussion by Board Members Booker, Kelley, Goral, Arena and Bilich. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
26. Board Member Booker made a motion to approve a Resolution Awarding Bids for County Towing Services, seconded by Board Member Zintak. Discussion by Purchasing Director Johns. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

PERSONNEL AND POLICIES COMMITTEE

NEW BUSINESS

27. Board Member Booker announced the passing of former State's Attorney Chuck Prorock.
28. Board Member Fellars entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by all. Motion was approved by a voice vote. (Board Member Crosby was absent absent.) The meeting was adjourned at 7:33 p.m.

Respectfully submitted,

Lori Gummow

Lori Gummow
County Clerk
ar

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

UNFINISHED BUSINESS

FINANCE COMMITTEE

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

Submitted by: Finance Committee

2020 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
MICHAEL FREET VERSUS WINNEBAGO COUNTY IN THE
AMOUNT OF \$180,000**

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Michael Freet for injuries allegedly sustained while in the employment of Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$180,000 for the settlement funding for a Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Michael Freet versus County of Winnebago for injuries allegedly sustained by Michael Freet while in the employment of Sheriff's Department by payment of the amount of \$180,000 for the settlement for permanent disability for a Workers Compensation case.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

DAVE FIDUCCIA

DAVE FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

JOHN BUTITTA

JOHN BUTITTA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH MC DONALD

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

ATTESTED BY:

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

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

ZONING COMMITTEE

ECONOMIC DEVELOPMENT COMMITTEE

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

2020 CR _____

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD
TO EXECUTE A LEASE FOR SPACE AT 555 NORTH COURT STREET WITH THE
WINNEBAGO COUNTY HEALTH DEPARTMENT

WHEREAS, the County of Winnebago owns the property commonly known as 555 N. Court Street, Rockford, Illinois (hereinafter the "Property"); and

WHEREAS, the County of Winnebago has certain office space available to lease at the Property; and

WHEREAS, the Winnebago County Health Department desires to lease space at the Property to house employees who will be conducting contact tracing for COVID-19 under a grant received from the State of Illinois; and

WHEREAS, the Operations Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the lease between the County of Winnebago and the Winnebago County Health Department, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the lease with the Winnebago County Health Department, in substantially the same terms as that attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Administrator and Winnebago County Public Health Administrator.

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

OFFICE LEASE

between

County of Winnebago

and

Winnebago County Health Department

LEASE

This lease ("Lease") is made this XX day of September, 2020, by and between the County of Winnebago, an Illinois body politic and corporate ("Landlord"), whose address is 404 Elm Street, Rockford, Illinois, and Winnebago County Health Department, whose address is 555 North Court Street, Rockford, Illinois ("Tenant").

Landlord leases to Tenant, subject to the terms, provisions and conditions of this Lease, and Tenant hereby accepts, Unit No. 301 (the "Premises") designated on the attached *Plan of Premises* as Exhibit A, which Premises have 7,555 square feet of rentable space, more or less, and are commonly described as 555 N Court Street, Unit No. 301, Rockford Illinois 61103.

Landlord and Tenant agree as follows:

1. TERM.

The term of this Lease (the "Term") shall commence on September 15, 2020 (the "Commencement Date") and shall expire on September 14, 2021 (the "Expiration Date"), unless sooner terminated as provided in this Lease. By written agreement, the parties may extend the term of this Lease on a month-by-month basis after the Expiration Date on the same terms as contained herein.

2. NET RENT.

Tenant shall pay to Landlord at 404 Elm Street Rockford, IL 61101, or to another person or at another place as Landlord may from time to time designate in writing, rent at the rate of \$14.25 per square foot or One Hundred Seven Thousand Six Hundred Fifty-eight and 75/100 dollars (\$107,658.75) per annum (the "Net Rent") in equal monthly installments of Eight Thousand Nine Hundred Seventy-One and 50/100 dollars (\$8,971.50) each in advance on or before the first day of each and every month during the Term, without any set-off, deduction, demand or billing whatsoever, except that (i) Tenant shall pay an equal amount to the first installment of Net Rent at the time of execution of this Lease, which shall be applied to the first monthly installment of Net Rent due and (ii) if either the Term or the obligation to pay Net Rent commences other than on the first day of the month or ends other than on the last day of the month, the Net Rent for the month(s) shall be prorated on a per diem basis. The prorated Net Rent for the part of the month in which the Term commences shall be paid on the first day of the first full month of the Term.

3. ADDITIONAL CHARGES.

Tenant shall pay to Landlord Twenty-One Thousand Eight Hundred Sixty-Four and 00/100 dollars (\$ 21,864.00) per year for janitorial services in equal monthly installments of One Thousand Eight Hundred Twenty-Two and 00/100 dollars (\$ 1822.00) each and Eighteen Thousand Three Hundred Seventy-five and 00/100 dollars (\$ 18,375.00) over the Term of the Lease for the improvements to the Premises set forth in Section 8(A) in equal monthly installments of One Thousand Five Hundred Thirty-One and 75/100 Dollars (\$ 1531.75) in advance on or before the first day of each and every month during the Term and otherwise on the same terms as set forth in Section 2 above ("additional Charges"). In the event the Landlord bids out the janitorial services during the term of this lease, the charges in this Section 3 shall be recalculated and the Tenant charged a percentage of the total janitorial services cost based upon the percentage of occupied space by the Tenant of the total space available in the building. Any signage requested by Tenant shall be at Tenant's expense. Landlord shall pay all real estate and other taxes assessed against the building, utilities, and common area maintenance for rented space.

4. USE OF PREMISES.

Tenant shall use and occupy the Premises as an office for the following types of business: Government services, and for no other purpose.

5. POSSESSION/CONDITION OF PREMISES.

Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the portion of the Premises was in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel, or improve the Premises or the Building and no representation by Landlord or its agents respecting the condition of the Premises or the Building have been made to Tenant or relied upon by Tenant other than as may be contained in this Lease or in any written amendment hereto signed by Landlord and Tenant.

6. SERVICES.

A. List of Services.

Landlord shall provide the following services:

- (i) City water from the regular Building outlets for drinking, lavatory and toilet purposes.
- (ii) Heating and air-conditioning to the extent reasonably necessary for normal comfort in the Premises, from Monday through Friday (excluding holidays) during the period of 7:00 a.m. to 3:00 p.m.
- (iii) Window washing the inside and outside of windows in the Building's perimeter walls as may be situated in the Premises, at intervals to be determined by Landlord.
- (iv) Passenger elevator at all times.
- (v) Parking for up to 51 employees at the Mendelssohn Performing Arts Center parking lot. The parking lot on the northwest side of the Building is not to be used for employee parking.
- (vi) 24 hour access to the facility for employees.
- (vii) Access to the facility for Tenant's clients from 7:30 a.m. to 6:00 p.m., Monday through Friday. Tenant will be responsible for providing its own security and access for clients at any additional times.

B. Interruption of Services.

Tenant agrees that Landlord shall not be liable in damages, by abatement of Net Rent or otherwise, for failure to furnish or delay in furnishing any service, or for diminution in the quality or quantity thereof, when the failure or delay or diminution is occasioned, in whole or in part, by governmental rule, regulation or guideline (whether or not having the force of law), by repairs, renewals, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and no failure or delay or diminution shall be deemed to constitute an eviction of Tenant or disturbance of Tenant's use and possession of the Premises nor shall any failure or delay relieve Tenant from the obligation to pay Net Rent or perform any of its obligations under this Lease. Landlord agrees to use reasonable efforts to cause the restoration of services in the event of any failure, delay or diminution described in this Paragraph.

7. REPAIRS BY TENANT.

Tenant shall, at Tenant's expense, keep the Premises in good order, repair and condition at all times during the Term, and Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenance, under the supervision and subject to the approval of the Landlord, and within any reasonable period of time specified by the Landlord. In addition, Tenant shall, at Tenant's expense, make all repairs, installations, and additions to the Premises as may be required by any law, ordinance, regulation or ruling of any governmental authority having jurisdiction over the Premises. If the Tenant does not do so, Landlord may, but need not, make any repairs, replacements, installations, and additions that Tenant is obligated to make, and Tenant shall pay to the Landlord the cost thereof, and, unless waived in writing by Landlord, shall also pay to Landlord twenty % [20] of the cost thereof to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from the involvement of Landlord with the repairs and replacements, the foregoing payments to be made forthwith upon being billed for same. Landlord may, but shall not be required to enter the Premises at all reasonable times to make the repairs, installation, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary.

8. ADDITIONS AND ALTERATIONS.

- A. Landlord shall replace all of the carpeting in the Premises during the first year of the Lease term. Landlord will coordinate with Tenant to install the new carpeting
- B. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions (collectively "Alterations") to the Premises.
- C. All Alterations, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall, without compensation to Tenant, become Landlord's property at the termination of this Lease by lapse of time or otherwise.

9. COVENANT AGAINST LIENS.

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any liens of mechanics or materialmen or others to be placed against the Land, Building or the Premises or Tenant's interest in the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case any lien attaches, or claim of lien is asserted, Tenant covenants and agrees to cause the lien or claim of lien to be immediately released and removed of record. In the event the lien or claim of lien is not immediately released and removed, Landlord, at its sole option and in addition to any other available rights or remedies, may take all action necessary to release and remove the lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof) and Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including a reasonable attorney fee) incurred by Landlord in connection with the lien.

10. INSURANCE.

A. Waiver of Subrogation.

Landlord and Tenant each hereby waives any and every claim for recovery from the other for any and all loss or damages to the Building or Premises or to the contents thereof, whether the loss or damage is due to the negligence of Landlord or Tenant or its respective agents or employees, to the extent that the amount of the loss or damage is recovered under its policies of insurance; provided, however, that the foregoing waiver shall not be operative in any case where the effect thereof is to invalidate any insurance coverage of the waiving party or increase the cost of the insurance coverage; provided further, the insured shall give to the other party notice of the increase and of the amount thereof, and the other party may reinstate the waiver by paying to the insured the amount of the increase in the cost of insurance.

B. Coverage.

Tenant shall purchase and maintain insurance during the entire Term for the benefit of Tenant and Landlord (as their interests may appear) with terms, coverage, and in companies satisfactory to Landlord, (i) comprehensive general liability insurance covering claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use and occupancy of the Premises, (ii) comprehensive automobile liability insurance covering all owned, non-owned and hired automobiles of Tenant including the loading and unloading of any automobile, and (iii) physical damage insurance covering all Alterations and other improvements to the Premises other than the building standard Tenant improvements provided by Landlord and all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises.

All liability insurance shall initially have combined single limits of at least **\$One Million**, which limits shall be subject to increase from time to time as Landlord may reasonably request. All physical damage insurance shall be written on an "all risks" of physical loss or damage basis, shall be in amounts of at least equal to the full replacement cost (or property value) of the covered items, and shall not be subject to the application of any co-insurance clauses or requirements.

Tenant shall, prior to the commencement of the Term, furnish to Landlord certificates evidencing the coverages required by this Paragraph, which certificates shall state that the insurance coverage may not be changed or cancelled without at least 30 days' prior written notice to Landlord and shall name as additional insured (i) Landlord, (ii) the owner or owners of the Land and Building, if they are other than Landlord, and Tenant is given notice of that fact, (iii) the beneficiary or beneficiaries of Landlord, if Landlord is a land trust, (iv) Landlord's Agent, (v) the holder of each mortgage encumbering the Premises of which Landlord shall have notified Tenant, and (vi) upon notice from Landlord, any Mortgagee or Ground Lessor (as those terms are defined in Paragraph 18).

11. FIRE OR CASUALTY.

Paragraph 7 hereof notwithstanding, if the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if the damage does not, in the judgment of Landlord, render all or a substantial portion of the Premises or Building untenable, then Landlord shall, subject to the limitations set forth below, repair or restore the damage with reasonable promptness, subject to reasonable delays or insurance adjustment and delays caused by matters beyond Landlord's reasonable control. Landlord shall not be obligated to expend in repairs and restoration an

amount in excess of the proceeds of insurance recovered with respect to the casualty. If any damage renders all or a substantial portion of the Premises or Building untenable, Landlord shall have the right to terminate this Lease as of the date of the damage (with appropriate prorations of Net Rent being made for Tenant's possession after the date of the damage of any tenable portions of the Premises) upon giving written notice to the Tenant at any time within 120 days after the date of the damage. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration. However, Net Rent shall abate as to those portions of the Premises as are, from time to time, untenable as a result of the damage until Landlord shall have completed the repairs and restoration required of Landlord hereunder.

12. WAIVER OF CLAIMS — INDEMNIFICATION.

Landlord and its respective officers, agents, servants and employees shall not be liable for any damage either to person or property or for damage resulting from the loss of use of property sustained by Tenant or by other persons due to the Building or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Premises, or due to any act or neglect of any tenant or occupant of the Building or of any other person. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord from and against all liability to third parties (including but not limited to the officers, agents, contractors, and business associates of Tenant) arising out of Tenant's use and occupancy of the Premises or acts or omissions of Tenant (whether or not the acts or omissions constitute a violation of applicable law or of this Lease) and its servants, agents, employees, contractors, suppliers, workers and invitees.

13. NON-WAIVER.

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of the provision, even if the violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in the waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of the Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of the monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Net Rent or other sum due, and the payment of Net Rent or other sum shall not constitute a waiver of or affect the notice, suit or judgment.

14. CONDEMNATION.

If the Land or the Building or any portion thereof shall be taken or condemned or purchased under the threat of public use or purpose, or if the configuration of any street, alley, bridge, railroad facility or other improvement or structure adjacent to the Building is changed by any competent authority and the taking or change in configuration makes it necessary or desirable to remodel or reconstruct the Building, Landlord shall have the right, exercisable at its sole discretion, to cancel this Lease upon not less than 90 days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord exercises the cancellation right, Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or change in configuration, it being agreed by Tenant that each award is the sole property of Landlord and that Tenant has no interest therein.

15. ASSIGNMENT AND SUBLETTING.

Tenant shall not, without the prior written consent of Landlord (which consent may be withheld arbitrarily), (i) assign, convey, or mortgage this Lease or any interest hereunder, (ii) permit or suffer to exist any assignment of this Lease, or any lien upon Tenant's interest, voluntarily or by operation of law, (iii) sublet the Premises by any parties other than Tenant and its employees. Any such action on the part of Tenant shall be void and of no effect. Landlord's consent to any assignment, subletting or transfer or Landlord's election to accept any assignee, subtenant or transferee as the Tenant hereunder and to collect rent from that assignee, subtenant or transferee shall not release Tenant or any subsequent tenant from primary liability to perform each covenant or obligation to be performed by Tenant under this Lease. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting or transfer.

16. POSSESSION/SURRENDER.

- A.** If Landlord does not deliver possession of the Premises to Tenant on the Commencement Date either (i) because the Premises are not completed and ready for occupancy, or (ii) due to the holding over or retention of possession by any other tenant or occupant, this Lease shall continue in full force and effect and Landlord shall have no liability to Tenant whatsoever on account of the failure to deliver possession or complete any work, but Net Rent shall abate until Landlord delivers possession, provided, however, the Net Rent shall not abate if the Premises are not ready for occupancy in whole or in part because of any "Tenant Delay" (as the term is defined in the Work Letter). The Premises shall not be deemed incomplete or not ready for occupancy if only insubstantial details of construction, decoration or mechanical adjustment remain to be completed (the foregoing collectively called "Punch List Items"). If Landlord's failure to deliver possession is due to the holding over or retention of possession by any other tenant or occupant, Tenant agrees to cooperate with Landlord at Landlord's request and at Landlord's expense, in taking steps as Landlord deems appropriate to effect delivery of possession of the Premises to Tenant.
- B.** If Tenant takes possession of all or any part of the Premises prior to the Commencement Date (which Tenant may not do without Landlord's prior written consent), all of the covenants and conditions of this Lease shall be binding upon the parties with respect to the Premises (or the part so occupied) as though the Commencement Date had occurred on a date when Tenant so took possession of all or part of the Premises. Unless otherwise set forth in this Lease, Tenant shall pay Net Rent and all other amounts to be paid by Tenant under this Lease for the period of the occupancy prior to the Commencement Date at the annual rates payable under this Lease for the first year of the Term, prorated for the period of occupancy, except that if less than substantially all of the Premises are occupied, the Net Rent shall be apportioned for the proportionate area of the total Premises so occupied.
- C.** Under no circumstances shall the occurrence of any of the events described in subparagraphs A and B in this Paragraph 16 be deemed to accelerate or defer the Expiration Date.
- D.** Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted. Prior to the expiration or termination of the Term or of Tenant's right of possession of the Premises, Tenant shall remove its office furniture, trade fixtures, office equipment and all other items of Tenant's property from the Premises. Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises and to the Building caused by any removal. If tenant shall fail or refuse

to remove any property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost to Landlord, whether by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to the property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Premises caused by the removal, and (ii) store, destroy, or otherwise dispose of the same without incurring liability to Tenant or any other person. In the event Landlord incurs any storage or other costs by reason of Tenant's failure to remove any property that Tenant is obligated to remove under this Paragraph, Tenant upon demand shall pay to Landlord the amount of costs so incurred.

17. HOLDING OVER.

In addition to performing all of Tenant's other obligations set forth in this Lease, Tenant shall pay to Landlord an amount equal to 100% of the Net payable by Tenant for the last month of the Term, for each month or portion thereof during which Tenant shall retain possession of the Premises or any part thereof after the expiration or termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise.

18. RIGHTS OF MORTGAGEES AND GROUND LESSORS.

Landlord has heretofore encumbered the Land and the Building with a Mortgage and may hereafter encumber the land and the Building, or any interest therein, with additional mortgages, may sell and lease back the Land, or any part of the land, and may encumber the leasehold estate under a sale and leaseback arrangement with one or more mortgages (any mortgage is herein called a "Mortgage," the holder of any mortgage is herein called a "Mortgagee," any lease of the land is herein called a "Ground Lessor"). This Lease and the rights of Tenant hereunder shall be and are hereby expressly made subject to and subordinate at all times to each Mortgage and to any Ground Lease (it being agreed by Tenant that in the case of a Ground Lease Tenant's right to possession shall be as a subtenant) now or hereafter existing, and to all amendments, modifications, renewals, extension, consolidations and replacements of each of the foregoing, and to all advances made or hereafter to be made upon the security thereof. The subordination expressed in the proceeding sentence shall be automatic and shall require no further action by Landlord or Tenant for its effectiveness. However, Tenant agrees to execute and deliver to Landlord further instruments consenting to or confirming the subordination of this lease to any Mortgage referred to and any Ground Lease and containing other provisions that may be requested in writing by Landlord within 10 days after Tenant's receipt of the written request.

19. LANDLORD'S REMEDIES.

- A. If:**
- (i)** Tenant defaults in the payment of Net Rent or any installment of the foregoing, or in the payment of any other sum required to be paid by Tenant either under this lease, or under the terms of any other agreement between landlord and Tenant (the foregoing defaults being collectively called "Payment Defaults"), and the Payment Default is not cured within 5 days after written notice to Tenant, or
 - (ii)** Tenant defaults in the observance or performance of any of the other covenants or conditions in this Lease that Tenant is required to observe and perform and the default is not cured within 10 days after written notice to Tenant (or if the default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant), or

- (iii) The interest of Tenant in this lease shall be levied upon under execution or other legal process, or
- (iv) Tenant becomes the subject of commencement of an involuntary case under the federal bankruptcy law and the involuntary case or petition is not dismissed within 60 days after the filing thereof, or
- (v) Tenant commences a voluntary case or institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or makes any assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due,

then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this lease, and any other lease in the Building to which Tenant is a party and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) Landlord may terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in the notice;
 - (b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this lease, by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in the notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in the notice; and
 - (c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and any other damages incurred by Landlord by reason of Tenant's default under this Lease.
- B.** If Landlord exercises any of the remedies provided for in Subparagraphs (a) and (b) above, Tenant shall surrender possession of and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises. Landlord shall allow tenant to have access to remove its office furniture, trade fixtures, office equipment and all other items of Tenant's property from the Premises.
- C.** If Landlord terminates the right of Tenant to possession of the Premises without terminating this lease, the termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Net Rent hereunder for the full term.

In the alternative, Landlord shall have the right from time to time, to recover from Tenant, and Tenant shall remain liable for, all Net Rent not theretofore accelerated and paid pursuant to the foregoing sentence and any other sums thereafter accruing as they become due under this Lease during the period from the date of the notice of termination of possession to the Expiration Date.

In any such case, Landlord may (but shall be under no obligation to, except as may be required by law) relet the Premises or any part thereof for the account of Tenant for the rent, for the time (which may be for a term extending beyond the Term of this Lease) and upon the terms as landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant relative to the reletting.

Landlord may collect the rents from any reletting and apply the same first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of Net Rent and Additional Charges herein provided to be paid by Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of Net Rent and Additional Charges due and owing or paid as a result of acceleration or as the same thereafter becomes due and payable hereunder. No reentry, repossession, repairs, alterations, additions or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of that intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any reletting.

- D.** Tenant shall pay all of Landlord's costs, charges, and expenses, including without limitation, court costs and a reasonable attorney fee, incurred in enforcing Tenant's obligations under this Lease or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involve or concerned.
- E.** Tenant hereby grants to Landlord a first lien and security interest upon the interest of Tenant under this Lease and the personal property of Tenant located in the Premises to secure the payment of monies due under this lease, and Landlord shall have all rights of a secured party pursuant to the Uniform Commercial Code of the State of Illinois or as otherwise provided by law or equity. At any time, and from time to time, upon request by Landlord, Tenant will make, execute and deliver or cause to be made, executed, and delivered, to Landlord, and where appropriate, filed and from time to time thereafter to be refiled at the time and in the offices and places as shall be deemed desirable by Landlord, any and all security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Landlord, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve (a) the obligations of Tenant under this Lease, and (b) the lien and security interest granted by this Paragraph as a first and prior lien and security interest upon Tenant's interest in this lease and the personal property of Tenant located n the Premises, whether now or hereafter acquired by Tenant. Upon any failure by Tenant to do so, Landlord may make, execute, file or refile any and all security agreements, financing statements, continuation statements, instruments, certificates and documents for or in the name of Tenant, and Tenant hereby irrevocably appoints Landlord the agent and attorney-in-fact of Tenant so to do. The lien and security interest hereof will automatically attach, without further act, to all after-acquired personal property attached to and/or used in the operation of the Tenant's business in the Premises or any part thereof.

20. SECURITY DEPOSIT.

Tenant shall deposit with Landlord the sum of \$ N/A (the "Security Deposit"), as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder.

21. MISCELLANEOUS.

A. Rights Cumulative.

All rights and remedies of Landlord under this Lease shall be cumulative and none shall be cumulative and none shall exclude any other rights and remedies allowed under this Lease or by law or equity.

B. Late Payments.

All payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at a rate per annum equal to 18%.

C. Terms.

The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. Tenant acknowledges that "rentable area" as used in this Lease includes a portion of the common and service areas of the Building.

D. Binding Effect.

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or insure to the benefit not only of Landlord and of Tenant, but also of their respective successors and assigns, provided this Paragraph shall not permit any assignment by Tenant contrary to the provisions of this Lease.

E. Lease Contains All Terms.

All of the obligations of Landlord are contained herein and in the Work Letter and other Exhibits attached hereto, and no modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

F. Governing Law.

Interpretation of this Lease shall be governed by the law of Illinois.

G. Partial Invalidity.

If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (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 Lease shall be valid and enforceable to the fullest extent possible permitted by law.

22. CLAIMS AGAINST LANDLORD.

A. Personal Injury.

Landlord is not liable for personal injury suffered by Tenant, its guests, customers, Tenants, invitees or visitors, unless the injury is caused by Landlord's own negligence, or that of its employees.

B. Repairs to Common Areas.

Landlord shall make all necessary repairs to the exterior walls, exterior doors, windows, corridors and other common areas, and Landlord shall keep its building in a clean and neat condition and use reasonable efforts to keep all equipment used in common with other Tenants in good condition and repair, the costs of which shall be borne by Landlord, provided, however, that to the extent any of the foregoing items require repair because of the negligence, misuse or default of Tenant, its employees or agents, Landlord shall make such repairs solely at Tenant's expense.

C. Repair and Maintenance of the Premises.

Tenant shall keep and maintain the Premises in good order, condition and repair, the costs of which shall be included by Tenant without any right to contribution by Landlord.

D. Entry of Premises.

Landlord has the right to enter Tenant's office for maintenance, safety, cleaning, showing the office to prospective Tenants and in the ordinary course of providing services requested by Tenant. Otherwise, Landlord will not enter Tenant's office without Tenant's permission.

E. No Security.

Landlord specifically disclaims any obligation or responsibility to provide security for or on behalf of Tenant. Tenant understands and agrees that it shall be solely responsible for its security and for the security of its employees, customers, clients and invitees.

23. NOTICES.

All notices required or permitted to be given under this Lease shall be in writing, addressed as follows (which address is hereafter called the "Notice Address" of that party):

- | | | |
|-----|-----------------|--|
| (a) | If to Landlord: | Winnebago County
404 Elm St
Rockford, IL 61110 |
| (b) | If to Tenant: | Winnebago County Health Department
555 North Court Street
Rockford, IL 61103 |

Provided, however, that either Landlord or Tenant may change the location at which it receives notices, to another location within the United States of America, upon not less than 10 days' notice to the other.

All notices shall be deemed effectively given:

- (i) when delivered, if delivered personally;
- (ii) 3 days after the notice has been deposited in the United States Mail postage prepaid, if mailed certified or registered mail return receipt requested; or
- (iii) when received by the party for which notice is intended, if given in any other manner.

This Lease was executed on the day and year first above written.


LANDLORD:
County of Winnebago

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

Attested by:

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

TENANT:
Winnebago County Health Department

By: 
Dr. Sandra L. Martell
Public Health Administrator



Executive Summary

Date: October 1, 2020
To: Operations and Administrative Committee
Prepared by: Purchasing Department

Subject: HVAC Scheduled Service Agreement
County Code: Winnebago County Purchasing Ordinance

Background:

The County of Winnebago has utilized Trane for its HVAC use for many years to service the County Courthouse, Criminal Justice Center, Health Department, Nursing Home, and Public Safety building under the Cooperative Purchasing Contract, the U. S. Communities Contract USC-15-JLP-023 for HVAC Scheduled Services.

Proper maintenance and support of the HVAC system is critical for daily operations of the various buildings. Under the Trane Agreement, Trane will handle the planning, scheduling, and routine maintenance to keep the HVAC equipment running efficiently and reliably. All replacement parts and basic supplies are included in the annual fee. Each County building's yearly maintenance schedule is shown in the 22-page Trane service agreement. Trane also offers priority service, available 24 hours a day, during urgent situations.

Recommendation:

The County of Winnebago requires annual maintenance and support of the HVAC system to ensure reliability and stability of the system. Facilities staff has been very satisfied with Trane's performance and recommends awarding this new 3-year Trane service agreement.

Budget Impact: There is a 4% increase over the prior 3-year contract with Trane. Facilities has allowed for any budget impact.

Contract/Agreement: Standard agreement as used in prior years between the County and Trane.

Follow-Up:

Purchasing Department will route for signatures the 3 year Trane Scheduled Service Agreement. Fully Executed Vendor Agreement will be filed with executed Resolution in the Clerk's Office.

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

Sponsored by: Keith McDonald

Submitted by: Operations & Administrative Committee

2020 CR

RESOLUTION APPROVING HVAC SCHEDULED SERVICE AGREEMENT

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 \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section; and

WHEREAS, the five separate Trane HVAC Scheduled Agreements for the County of Winnebago will expire September 30, 2020; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago has reviewed the U. S. Communities Contract USC-15-JLP-023 for HVAC Scheduled Services and recommends executing a three (3) year HVAC Scheduled Service Agreement with Trane U. S. Inc. effective start date of October 1, 2020;

WHEREAS, the Operations and Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

WINNEBAGO COURTHOUSE	12000- 43710
CRIMINAL JUSTICE CENTER	12000- 43710
COUNTY HEALTH DEPARTMENT (555 N. COURT)	78000- 43710
RIVER BLUFF NURSING HOME	74500- 43710
PUBLIC SAFETY BUILDING	81200- 43730

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago an HVAC Scheduled Service Agreement be made with TRANE U.S. INC., 5302 VOGES ROAD, MADISON, WI 53718 in the amounts that follow:

YEAR 1	\$29,576.13	
YEAR 2	\$30,759.18	(SEE RESOLUTION EXHIBIT A)
YEAR 3	\$31,989.53	

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



TRANE®

RESOLUTION EXHIBIT A

SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
5302 Voges Road
Madison, WI 53718

Trane Representative

Fred Flynn
Cell: (608) 213-2201

Proposal ID

2929184

Service Contract Number

2929184

**Contact Telephone Number for
Service**

(608) 838-8200

**US Communities Quote
Number**

33-294318-20-001

Co-op Contract Number

USC 15-JLP-023

Company Name

Winnebago County of
400 W State Street
Rockford, IL 61101
United States

Sites Included:

River Bluff Home
Winnebago County Courthouse
Winnebago County Criminal Justice
Center
Winnebago County IL Health Dept
Winnebago County Rockford PSB

September 2, 2020

TRANE
TECHNOLOGIES



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



HVAC EQUIPMENT COVERAGE

River Bluff Home

The following "Covered Equipment" will be serviced at River Bluff Home:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF049	L02B02722	

Description

Quantity Per Term

Trane Centrifugal - Annual Inspection v15 (Service 7)
 Trane Centrifugal - Operating Inspection #1 v6 (Service 8)
 Trane Centrifugal - Operating Inspection #2 v7 (Service 9)

3
3
3

Winnebago County Courthouse

The following "Covered Equipment" will be serviced at Winnebago County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Trane	RAUCC80	C08A00593	

Description

Quantity Per Term

Air Cooled Condenser Annual / Operating (Service 3)
 Air Cooled Condenser Opr Insp. v2 (Service 4)

3
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM)	1	Trane	RTAC170	U09D04077	#3
Air-Cooled Series R(TM)	1	Trane	RTAC170	U09D04078	#4
Air-Cooled Series R(TM)	1	Trane	RTAC170	U09D04079	#2
Air-Cooled Series R(TM)	1	Trane	RTAC170	U09D04080	#1

Description

Quantity Per Term

Trane RTAA,RTAC Annual / Spring v11 (Service 11)
 Trane RTAA,RTAC _ Operating Insp #1 v3 (Service 10)

3
3

Winnebago County Criminal Justice Center

The following "Covered Equipment" will be serviced at Winnebago County Criminal Justice Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF049F	L05J04092	#2
Centrifugal Chiller	1	Trane	CVHF049F	L05J04093	#1

Description

Quantity Per Term

Vibration Bearing Analysis_Centrifugal - Trane (Service 15)

3



Winnebago County IL Health Dept

The following "Covered Equipment" will be serviced at Winnebago County IL Health Dept:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged Industrial Rooftop	1	Trane	SAHLF7540C	C10H03877	
20-75 Ton Packaged Industrial Rooftop	1	Trane	SAHLF7540C	C10H03878	

Description

Trane RTU 20-75 Gas Fired Htg Insp Annual_SF v5 (Service 12)
Trane RTU Cooling Annual / Run Insp_S (20-75) v2 (Service 13)

Quantity Per Term

3
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
1.5-5 ton Packaged Gas/Elec. R-22 Rooftop - Convertible	1	Trane	YSC120E4RH	103311835L	

Description

RTU <20 Ton Cooling Ann_Oper Insp_ZYC v4 (Service 5)
RTU <20 Ton Gas Fired Heating Annual_ZYC v2 (Service 6)

Quantity Per Term

3
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Aerco International	BMK-1.5LN	6-10-1659	#1
Boilers - Generic	1	Aerco International	BMK-1.5LN	6-10-1660	#2

Description

Aerco HW Boiler Annual_BMK-1.5LN (Service 1)
Aerco HW Boiler Operating Insp._BMK-1.5LN v2 (Service 2)

Quantity Per Term

3
3

Winnebago County Rockford PSB

The following "Covered Equipment" will be serviced at Winnebago County Rockford PSB:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE036	L88B00527	#2
Centrifugal Chiller	1	Trane	CVHE036 (R	L93F06390	

Description

Trane Centrifugal - Operating Inspection #1 v6 (Service 8)
Trane Centrifugal - Operating Inspection #2 v7 (Service 9)

Quantity Per Term

3
3



SITE COVERAGE

River Bluff Home	4401 N Main St, Rockford, IL 61103, United States
Winnebago County Courthouse	400 W State St, Rockford, IL 61101, United States
Winnebago County Criminal Justice Center	650 West State Street, Rockford, IL 61102, United States
Winnebago County IL Health Dept	555 North Court Street, Rockford, IL 61104, United States
Winnebago County Rockford PSB	420 West State Street, Rockford, IL 61101, United States

PRICING BY LOCATION

<u>Location</u>	<u>Rate</u>	<u>Annual \$</u>	<u>Year 2</u>	<u>Year 3</u>
Winnebago Courthouse	\$ 164.74	\$ 7,030.30	\$ 7,311.51	\$ 7,603.97
Criminal Justice Center	\$ 164.74	\$ 5,788.13	\$ 6,019.66	\$ 6,260.43
Health Dept.	\$ 164.74	\$ 9,699.10	\$ 10,087.06	\$ 10,490.55
River Bluff Home	\$ 164.74	\$ 4,279.19	\$ 4,450.36	\$ 4,628.37
Public Safety bldg	\$ 164.74	\$ 2,779.41	\$ 2,890.59	\$ 3,006.21
		\$ 29,576.13	\$ 30,759.18	\$ 31,989.53



PRICING AND ACCEPTANCE

Winnebago County of
400 W State Street
Rockford, IL 61101
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	29,576.13	29,576.13	Annual
Year 2	30,759.18	30,759.18	Annual
Year 3	31,989.53	31,989.53	Annual

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due NET15 days from date of invoice. The discount would be 887.28 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning October 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this



Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Submitted By: Fred Flynn

Printed Name

Proposal Date: September 2, 2020

Cell: (608) 213-2201

Title

Purchase Order

Authorized Representative

Acceptance Date

Title

Signature Date

The Initial Term of this Service Agreement is 3 years, beginning October 1, 2020.
Total Contract Amount: \$92,324.84 USD.



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0720)

Supersedes 1-26.130-7 (0919)



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Aerco HW Boiler Annual_BMK-1.5LN

Description

- Safety - Initial Site Pre Inspection
- Boiler - HW Aerco Replace Igniter_Replace Every 2 Years - Trane Supplies
- Gas Burner - Inspect hot surface igniter integrity and performance.
- Boiler - HW Aerco Inspect Flame Detector
- Boiler - HW Aerco Replace Flame Detector_Ev 2 Years - Trane Supplies
- Gas Burner - Perform combustion test with electronic analyzer and adjust burner as needed
- Boiler - HW Or Steam Check / Test Operating & Safety Devices
- Condensate Drain And Traps. Inspect And Clean. Ensure that the condensate is allowed to flow out to a suitable drain.
- Burner - Aerco Benchmark 1.5 LN - Disassemble Inspect. Clean and reassemble. Ev 2 Years
- Burner - Gas - Flame Quality Visual Inspection
- Gas Burner - Inspect burners for unusual noise, vibration, or abnormality
- Gas Burner - Inspect general condition of gas piping
- Gas Burner - Inspect and clean air intake screens
- Gas Burner - Leak test accessible gas piping with electronic leak detector and or soap bubbles
- Gas Burner - Lubricate coupling, blower bearings, and motor bearings
- Fan - Check Operation For Vibration & Noise
- Visual Inspection - Leaks, Unusual Conditions etc...
- Boiler - HW - Inspect and insure proper operation of control systems and safeties
- Control Panel - Electrical Visual Inspection
- Control Sequence Review (Stand Alone)
- Boiler - HW Or Steam Cycle & Check Operational Sequence
- Boiler - Inspect & Test Low Water Cutoff.
- Combustion Air Intake And Exhaust. Inpect Piping
- Boiler - Review Diagnostics Log
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 2: Aerco HW Boiler Operating Insp._BMK-1.5LN v2

Description

- Safety - Initial Site Pre Inspection
- Gas Burner - Inspect hot surface igniter integrity and performance.
- Boiler - HW Aerco Inspect Flame Detector
- Condensate Drain And Traps. Inspect And Clean. Ensure that the condensate is allowed to flow out to a suitable drain.
- Burner - Gas - Flame Quality Visual Inspection
- Gas Burner - Inspect burners for unusual noise, vibration, or abnormality
- Gas Burner - Inspect general condition of gas piping
- Gas Burner - Inspect and clean air intake screens
- Fan - Check Operation For Vibration & Noise
- Visual Inspection - Leaks, Unusual Conditions etc...
- Boiler - HW - Inspect and insure proper operation of control systems and safeties



- Control Panel - Electrical Visual Inspection
- Control Sequence - Equip Linked To BAS
- Boiler - HW Or Steam Cycle & Check Operational Sequence
- Combustion Air Intake And Exhaust. Inspect Piping
- Boiler - Review Diagnostics Log
- Customer Information Post Inspection - Report Findings And Any Recommendations In Writing.
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 3: Air Cooled Condenser Annual / Operating

Description

- Safety - Initial Site Pre Inspection
- Wiring. Check for loose or damaged
- Inspect Thermal Insulation Integrity
- Contactors (1) - Check For Free And Smooth Operation. Chk For Signs Of Pitting And Wear.
- Electrical Connections - Check and Verify_Rev 1
- Panel Enclosure. Clean external surfaces if necessary
- Wiring Integrity - Light Comm. Controls and Safeties. Tighten Connections, Look For Overheating and Discoloration
- Control Panel - Internal Inspection. Remove Dust As Needed
- Motor - Meg Ohm, Meas Amps, Record And Compare To Nameplate
- Crankcase Oil Heater(s), Verify Operation If Applicable.
- Refrigerant / Oil Visual Leak Check
- Refrigerant Leak Check. Perform Minor Repairs (valve packing, flare nuts etc..)
- Sight Glasses - Leak Check and Verify clear
- Compressor Section - Check Oil Level
- Condenser - Air Cooled - Visually Insp Coil For Cleanliness (Cleaning is Extra)
- Condenser - Air Cooled - Check Blade Integrity
- Condenser - Air Cooled - Chk Fan Guard Integrity
- Condenser - Air Cooled - Fan Motor Mounting Bracket, Check Integrity And Tighten
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Fan Blade Set Screw - Check And Tighten
- Log Operating Performance and Conditions
- Customer Information Post Inspection - Record Uncorrected Deficiencies And Make Recommendations
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 4: Air Cooled Condenser Opr Insp. v2

Description

- Safety - Initial Site Pre Inspection
- Visual Inspection - Leaks, Unusual Conditions etc...
- Control Panel - Electrical Visual Inspection
- Control Panel - Inspect For Condensation
- Control Sequence - Equip Linked To BAS
- Condenser - Air Cooled - Visually Insp Coil For Cleanliness (Cleaning is Extra)
- Condenser - Air Cooled - Check Blade Integrity
- Condenser - Air Cooled - Chk Fan Guard Integrity
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Listen For Unusual Fan Motor Bearing Noise
- Refrigerant Leak Check. Perform Minor Repairs (valve packing, flare nuts etc..)
- Log Operating Performance and Conditions
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 5: RTU <20 Ton Cooling Ann_Oper Insp_ZYC v4



Description

- Safety - Initial Site Pre Inspection
- Visual Inspection - Leaks, Unusual Conditions etc...
- Supply Fan Inspection Including LOTO
- Rooftop Unit - RA Smoke Detector Inspection
- Evap Coil & Cond Pan, Drain - Inspect (Cleaning Extra)
- DX Coil - Insp For Leaks, Corrosion And Dirt. (Repair or cleaning are extra)
- Damper, Check Mechanical Linkages For Wear, Tightness, And Clearances
- Damper - Check Motor / Actuator Operation And Wiring Integrity
- Air Filter - Pleated - Replace By Trane, Supplied By Trane (Does Not Incl Box or Cartridge type)
- Belt - Verify Condition (Replaced By Others)
- Control Panel - Electrical Visual Inspection
- Control Panel - Inspect For Condensation
- Control Panel - Internal Inspection. Remove Dust As Needed
- Control Sequence Review (Stand Alone)
- Control Sequence - Equip Linked To BAS
- Condenser - Air Cooled - Visually Insp Coil For Cleanliness (Cleaning is Extra)
- Condenser - Air Cooled - Check Blade Integrity
- Condenser - Air Cooled - Chk Fan Guard Integrity
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Listen For Unusual Fan Motor Bearing Noise
- Compressor Section - Check For Oil Leaks
- Compressor Section - Check Oil Level
- Compressor Section - Check Operation For Vibration & Noise
- Compressor Section - Insp Cap Tubes
- Compressor Section - Insure Pressure Guages Operate Accurately. Record Data Provided By Guages
- Compressor Section - Meas & Record Suction, Discharge Temps and Pressures
- Compressor Section - Repair Minor Leaks If Time Permits
- Compressor Section Lead Lag Operation - Verify
- Sight Glasses - Leak Check and Verify clear
- Log Operating Conditions_Light Comm
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 6: RTU <20 Ton Gas Fired Heating Annual_ZYC v2

Description

- Safety - Initial Site Pre Inspection
- Visual Inspection - Leaks, Unusual Conditions etc...
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Damper, Check Mechanical Linkages For Wear, Tightness, And Clearances
- Heat Exchanger (Gas Fired) - Front end. Remove burner. Inspect for integrity and unwanted accumulations. Re-install burner. Cleaning is extra.
- Heat Exchanger (Gas Fired) - Inspect exterior surfaces for signs of corrosion, holes, cracks and other signs of deterioration. Report condition.
- Combustion Air Damper. Insp Wiring. Insure Damper Actuator And Damper Are Operating Correctly
- Heating Coil - Inspect For Leaks
- DX Coil - Insp For Leaks, Corrosion And Dirt. (Repair or cleaning are extra)
- Damper - Check Motor / Actuator Operation And Wiring Integrity
- Air Filter - Pleated - Replace By Trane, Supplied By Trane (Does Not Incl Box or Cartridge type)
- Belt - Verify Condition, Trane Replace, Trane Supplies
- Gas Burner - Cycle, Observe and Inspect Operating Controls
- Gas Burner - Inspect and clean air intake screens



- Gas Burner - Inspect and set spark gap
- Gas Burner - Inspect burners for unusual noise, vibration, or abnormality
- Gas Burner - Inspect general condition of gas piping
- Gas Burner - Inspect high tension wire for deterioration
- Gas Burner - Inspect ignition assembly electrode and clean as needed
- Gas Burner - Inspect operation and settings of gas pressure regulators
- Gas Burner - Inspect pilot and clean pilot orifice as needed
- Gas Burner - Leak test accessible gas piping with electronic leak detector and or soap bubbles
- Gas Burner - observe flame color and condition
- Gas Burner - Perform combustion test with electronic analyzer and adjust burner as needed
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 7: Trane Centrifugal - Annual Inspection v15

Description

- Safety - Initial Site Pre Inspection
- CH530 - Verify settings. Calibrate. Check sensor accuracy. Review diagnostic log. Update software
- UCP1,2 - Verify settings. Calibrate. Check sensor accuracy. Review diagnostic log.
- Adaptview - Verify settings. Calibrate. Check sensor accuracy. Review diagnostic log. Update software
- Chiller Leak Check - Low Pressure. Raise Pressure w/ Trane Provided - Electric Heater or Customer Provided Hot Water to 2lbs. (If unable to raise pressure to 2 lbs or greater, to effectively leak check, Trane will discuss options with customer.
- Centrifugal Chiller - Low Pressure - Review Operating Logs
- Condenser - Bolts must turn out manually. Any other bolt issues are an extra.
- Condenser - Water Cooled - Tube Inspection For Fouling. (Head Removal & Reinstall By Others) Cleaning Is Extra
- Chiller - Low Pressure - Replace Compressor Oil Filter. Trane Supplies
- Chiller Purge - Replace Dehydrator or Core - Trane Supplies
- Chiller Purge - Insp mounting, perform oil and refrigerant leak checks, confirm proper operation, R1
- Centrifugal Chiller - Review Oil Report
- Compressor Starter Inspection - Wye - Delta closed transition.
- Wiring Integrity - Tighten Connections, Look For Overheating and Discoloration.
- Contactors - Check For Free And Smooth Operation. Chk For Signs Of Pitting And Wear
- Compressor Section - Meg Ohm Motor And Log Values
- Centrifugal Chiller Control Panel - Verify Setpoints. Stroke Vanes. Check Alarm Points. Check Diagnostic Points
- Chiller - Inspect Vane Actuator While Stroking The Vanes Open And Closed
- Mechanical Linkages - Check Operation
- Oil Sump Heater - Verify Operation
- Oil Level And Temperature Check
- Oil Pressure Safety. Test & Record Setting
- Centrifugal Chiller - Test High Temperature Motor Safety Device
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 8: Trane Centrifugal - Operating Inspection #1 v6

Description

- Safety - Initial Site Pre Inspection
- UCP1,2 - Verify Settings. Calibrate Sensors. Review diagnostic. Operating Manual Log
- Oil Heater Verify Operation
- Chilled Water System - Verify Full R1
- Chiller Startup - Water Cooled - Verify Operation - Condenser Water Pump, Chilled Water Pump And Cooling Tower Fans
- Electrical Interlocks - Verify. (Chilled Water Pump Control, Chilled Water Flow, Cond Water Pump, Cond Water Flow, External Auto Stop etc..)



- Chiller - Compare Operating Recorded Data To Original Design Spec
- Chiller - Check Setpoint And Sensitivity Of The Chilled Water Temperature Control Device. Verify Operation
- Chiller - Verify Operation Of The Condenser Water Temperature Control device
- Chiller - Vane. Stroke Vanes
- Chiller - Check and inspect operation of starter
- Alarm Lights - Verify indicator and alarm lights are in proper working condition.
- Chiller Low Prs - Record Chiller Starts, Run Hours, Purge Pumpouts or Pumpout life
- Electrical Interlocks - Verify. (Chilled Water Pump Control, Chilled Water Flow, Cond Water Pump, Cond Water Flow, External Auto Stop etc..)
- Chiller - Verify Operation Of Local Stop
- Chiller - Re-Start Chiller And Log Operating Conditions
- Control Sequence Review (Stand Alone)
- Visual Inspection - Leaks, Unusual Conditions etc...
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 9: Trane Centrifugal - Operating Inspection #2 v7

Description

- Safety - Initial Site Pre Inspection
- Control Sequence Review (Stand Alone)
- UCP1,2 - Verify Settings. Calibrate Sensors. Review diagnostic. Operating Manual Log
- Check the general operation of the unit while unit is running
- Visual Inspection - Leaks, Unusual Conditions etc...
- Chilled Water Circuit - Flow Proving Devices. Test Operation
- Current Control Device - Verify Operation Of
- Chiller - Vane. Stroke Vanes
- Chiller - Log Operating Conditions
- Chiller - Check Purge Operation
- Chiller - Check operation of the lubrication system.
- Chiller - Check and inspect operation of starter
- Chiller - Compare Operating Recorded Data To Original Design Spec
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 10: Trane RTAA,RTAC _ Operating Insp #1 v3

Description

- Safety - Initial Site Pre Inspection
- Review Diagnostics
- Techview/Kestrel View - Connect & Run Report.
- Condenser - Air Cooled - Check Blade Integrity
- Condenser - Air Cooled - Chk Fan Guard Integrity
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Listen For Unusual Fan Motor Bearing Noise
- Condenser - Air Cooled - Visually Insp Coil For Cleanliness (Cleaning is Extra)
- Remove LOTO and Check Heater Operation
- Super Heat & Sub Cooling. Check And Record
- Oil Sample - Obtain For Lab Analysis
- Compressor Section - Check For Oil Leaks
- Compressor Section - Check Operation For Vibration & Noise
- Compressor Section - Meas & Record Suction, Discharge Temps and Pressures
- Chiller - High Pressure Compressor Starter. Insp for signs of excessive heat, burns, arching or other deterioration
- EXV Operation - Verify Proper Operation Including Calibration
- Oil Filter - Measure and Record Pressure Drop



- Refrigerant / Oil Visual Leak Check
- Refrigerant Relief Valve - Inspect for corrosion, dust, scaling, evidence of leaking or relief and dirt.
- Refrigerant Leak Check. Perform Minor Repairs (valve packing, flare nuts etc..)
- Chiller High Prs - Record Chiller Starts, Run Hours.
- Control Panel - Inspect For Condensation
- Alarm Lights - Verify indicator and alarm lights are in proper working condition.
- Chiller - Re-Start Chiller And Log Operating Conditions
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 11: Trane RTAA,RTAC Annual / Spring v11

Description

- Safety - Initial Site Pre Inspection
- Refrigerant Leak Check. Perform Minor Repairs (valve packing, flare nuts etc..)
- Refrigerant Loss Rate - Calculate, Report To Customer
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Fan Blade Set Screw - Check And Tighten
- Condenser - Air Cooled - Fan Motor Mounting Bracket, Check Integrity And Tighten
- Condenser - Air Cooled - Visually Insp Coil For Cleanliness (Cleaning is Extra)
- Fan Control Inverter Inspection - VFD If Applicable
- Control Panel - Internal Inspection. Remove Dust As Needed
- Alarm Lights - Verify indicator and alarm lights are in proper working condition.
- Aux Contacts For Water Pump Starter - Test
- Techview/Kestrel View - Connect & Run Report.
- Oil Heater Verify Operation
- Compressor Section - Meg Ohm Motor And Log Values
- Chilled Water System Verify Full
- Timing Devices - Verify Operation Of All
- Current Control Device - Verify Operation Of
- Capacity Control Slide Valves - Verify The Operation
- Compressor Section Lead Lag Operation - Verify
- EXV Operation - Verify Proper Operation Including Calibration
- Oil Filter - Measure and Record Pressure Drop
- Sight Glasses - Leak Check and Verify clear
- Oil Pressure Safety. Test & Record Setting
- Low Temperature Refrigerant Safety Device - Check and Record
- Contactors - Check For Free And Smooth Operation. Chk For Signs Of Pitting And Wear
- Wiring Integrity - Controls and Safeties. Tighten Connections, Look For Overheating and Discoloration
- Wiring Integrity - Motor/Starter - Tighten Connections. Check For Overheating and Discoloration
- Electrical Interlocks - Verify
- Oil Sump Heater - Verify Operation
- Pump(s) CW. Lube. Start, Cycle and Log Amps & Voltage. Strainer Cleaning Is Extra
- Chilled Water Circuit - Flow Proving Devices. Test Operation
- Chiller - Trane Air Cooled RT-Solenoid Valves Load / Unload - Verify Operation
- Chiller - Air / Water Cooled. Recip, Screw Or Scroll. Start & Run Chiller. Observe Sequence
- Refrigerant / Oil Visual Leak Check
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 12: Trane RTU 20-75 Gas Fired Htg Insp Annual_SF v5

Description

- Safety - Initial Site Pre Inspection
- Visual Inspection - Leaks, Unusual Conditions etc...
- DX Coil - Insp For Leaks, Corrosion And Dirt. (Repair or cleaning are extra)



- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Rooftop Unit - RA Smoke Detector Inspection
- VFD - Variable Freq Drive Inspection
- Damper, Check Mechanical Linkages For Wear, Tightness, And Clearances
- Combustion Air Damper. Insp Wiring. Insure Damper Actuator And Damper Are Operating Correctly
- Damper - Check Motor / Actuator Operation And Wiring Integrity
- Air Filter - Pleated - Replace By Trane, Supplied By Trane (Does Not Incl Box or Cartridge type)
- Belt - Verify Condition, Trane Replace, Trane Supplies
- Control Panel - Electrical Visual Inspection
- Control Panel - Inspect For Condensation
- Control Panel - Internal Inspection. Remove Dust As Needed
- Control Sequence - Equip Linked To BAS
- Gas Burner - Cycle, Observe and Inspect Operating Controls
- Combustion Air Damper. Insp Wiring. Insure Damper Actuator And Damper Are Operating Correctly
- Gas Pressure Test - Inlet Pressure
- Gas Pressure Test & Adjust @ Manifold
- Gas Burner - Inspect and clean air intake screens
- Gas Burner - Inspect and set spark gap
- Gas Burner - Inspect burners for unusual noise, vibration, or abnormality
- Gas Burner - Inspect general condition of gas piping
- Gas Burner - Inspect high tension wire for deterioration
- Gas Burner - Inspect ignition assembly electrode and clean as needed
- Gas Burner - Inspect operation and settings of gas pressure regulators
- Gas Burner - Inspect pilot and clean pilot orifice as needed
- Gas Burner - Leak test accessible gas piping with electronic leak detector and or soap bubbles
- Gas Burner - observe flame color and condition
- Gas Burner - Perform combustion test with electronic analyzer and adjust burner as needed
- Heat Exchanger (Gas Fired) - Inspect exterior surfaces for signs of corrosion, holes, cracks and other signs of deterioration. Report condition.
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 13: Trane RTU Cooling Annual / Run Insp_S (20-75) v2

Description

- Safety - Initial Site Pre Inspection
- Visual Inspection - Leaks, Unusual Conditions etc...
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Rooftop Unit - RA Smoke Detector Inspection
- DX Coil - Insp For Leaks, Corrosion And Dirt. (Repair or cleaning are extra)
- Evap Coil & Cond Pan, Drain - Inspect (Cleaning Extra)
- Damper, Check Mechanical Linkages For Wear, Tightness, And Clearances
- Damper - Check Motor / Actuator Operation And Wiring Integrity
- Air Filter - Chk Condition, Size & Type - Repl by Others
- Air Filter - Pleated - Replace By Trane, Supplied By Trane (Does Not Incl Box or Cartridge type)
- Belt - Verify Condition - Trane Repl, Others Supply
- Belt - Verify Condition (Replaced By Others)
- Belt - Verify Condition, Trane Replace, Trane Supplies
- Control Panel - Electrical Visual Inspection
- Control Panel - Inspect For Condensation
- Control Panel - Internal Inspection. Remove Dust As Needed
- Control Sequence Review (Stand Alone)



- Control Sequence - Equip Linked To BAS
- Condenser - Air Cooled - Visually Insp Coil For Cleanliness (Cleaning is Extra)
- Condenser - Air Cooled - Check Blade Integrity
- Condenser - Air Cooled - Chk Fan Guard Integrity
- Condenser - Air Cooled - Fan Motor Mounting Bracket, Check Integrity And Tighten
- Condenser - Air Cooled - Fans - Check for Restrictions
- Condenser - Air Cooled - Fan Blade Set Screw - Check And Tighten
- Condenser - Air Cooled - Listen For Unusual Fan Motor Bearing Noise
- Electrical Connections - Check and Verify
- Compressor Section - Check For Oil Leaks
- Compressor Section - Check High Pressure Cutouts
- Compressor Section - Check Oil Level
- Compressor Section - Check Operation For Vibration & Noise
- Compressor Section - Insp Cap Tubes
- Compressor Section - Insp Comp Mounts
- Compressor Section - Insure Pressure Guages Operate Accurately. Record Data Provided By Guages
- Compressor Section - Meas & Record Suction, Discharge Temps and Pressures
- Compressor Section - Measure and Record Amp Draws
- Compressor Section - Meg Ohm Motor And Log Values
- Compressor Section - Repair Minor Leaks If Time Permits
- Compressor Section Lead Lag Operation - Verify
- Sight Glasses - Leak Check and Verify clear
- Safety - Post Maintenance Inspection - Log any concerns in writing

Service 15: Vibration Bearing Analysis_Centrifugal - Trane

Description

- Safety - Initial Site Pre Inspection
- Vibration - Test Equipment Setup At Unit
- Vibration - Record Vibration on Horizontal, Vertical, and Axial Axis at or near each bearing point
- Vibration - Compare Vibration Reading To Industry Standards And Previous Readings
- Vibration - Provide customer a post vibration analysis report
- Safety - Post Maintenance Inspection - Log any concerns in writing



Executive Summary

Date: October 1, 2020
To: Operations and Administrative Committee
Prepared by: Purchasing Department

Subject: Renewing Garbage Collection Services Contract 17B-2126
County Code: Winnebago County Purchasing Ordinance

Background:

The Purchasing Department went out for Garbage Collection Services Invitation for Bid #17B-2126 in December 2017. The bid allowed for an initial two (2) year contract, with the possibility of three years of renewal, beginning February 1, 2018.

Rock River Disposal Services was awarded the contract, as they were the lowest responsible bidder. They have held their original 2018 rates, and management has agreed to continue services at those same rates until 2021.

Recommendation:

The County of Winnebago requires garbage collection services at all locations. The Facilities staff has been satisfied with Rock River Disposal's performance and recommends awarding this 2.5-year contract renewal.

Budget Impact:

The rates have remained the same since the contract started in 2018. There is a 2.6% increase beginning February 1, 2021, then a 3% increase for the final year starting February 1, 2022 through January 31, 2023. Facilities has allowed for the budget impact.

Follow-Up:

Purchasing Department will notify Rock River Disposal of the contract renewal after approved by the County Board.

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

Sponsored by: Keith McDonald
Submitted by: Operations & Administrative Committee

2020 CR

RESOLUTION RENEWING GARBAGE COLLECTION SERVICES CONTRACT

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 \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section; and

WHEREAS, competitive bids for 17B-2126 were received on December 2017 by the Purchasing Department for the following:

GARBAGE COLLECTION SERVICES

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago approved the bid award to Rock River Disposal for a two (2) year contract with a 2018 start date; and

WHEREAS, the Operations and Administrative Committee has determined the contract should be renewed for the remainder of the five (5) year contract term; and

WHEREAS, the monthly rate by location are shown in Exhibit A, and the funding for the aforementioned service shall be as follows:

VARIOUS DEPARTMENTS ACCOUNTS - 43640

NOW, THEREFORE, BE IT RESOLVED, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Garbage Collection Services renewal contract and recommends a contract renewal as listed in Exhibit A with the ending date of January 31, 2023 with Rock River Disposal Services, 5450 Wansford Way, Rockford, IL 61109.

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

Resolution Exhibit A

Account	Service Name	Number	Service Address	2019-2020 Amount	Start 2/1/2021	Start 2/1/2022
501569-001	ADMINISTRATION BUILDING	404	ELM STREET	141.07	\$ 145.30	\$ 149.66
501569-002	WINN CO - COURTHOUSE	400	W STATE	505.00	\$ 520.15	\$ 535.75
501569-003	WINN CO - ADULT PROBATION	526	W STATE ST	71.01	\$ 73.14	\$ 75.33
501569-004	PUBLIC SAFETY BUILDING	420	W STATE	189.09	\$ 194.76	\$ 200.61
501569-005	JUVENILE JUSTICE CENTER	211	S COURT ST	71.01	\$ 73.14	\$ 75.33
501569-006	WINN CO - 911 CENTER	4511	N MAIN ST	73.50	\$ 75.71	\$ 77.98
501569-007	WINN CO - MEMORIAL HALL	211	N MAIN ST	21.65	\$ 22.30	\$ 22.97
501569-008	WINN CO - ANIMAL SERVICES	4517	N MAIN ST	52.92	\$ 54.51	\$ 56.14
501569-008	WINN CO - ANIMAL SERVICES	4517	N MAIN ST	189.09	\$ 194.76	\$ 200.61
501569-009	JUVENILE DETENTION CENTER	5350	NORTHROCK CT	68.60	\$ 70.66	\$ 72.78
501569-011	WINN CO - HEALTH DEPARTMENT	555	N CHURCH ST	19.62	\$ 20.21	\$ 20.81
501569-011	WINN CO - HEALTH DEPARTMENT	555	N CHURCH ST	73.50	\$ 75.71	\$ 77.98
501569-012	CRIMINAL JUSTICE CENTER	650	W STATE ST	40.00	\$ 41.20	\$ 42.44
501569-013	HIGHWAY DEPT - LOCATION A	424	N SPRINGFIELD	33.45	\$ 34.45	\$ 35.49
501569-014	HIGHWAY DEPT - LOCATION B	7318	HARLEM RD	40.00	\$ 41.20	\$ 42.44
501569-015	ADMINISTRATION BUILDING	404	ELM STREET	100.00	\$ 103.00	\$ 106.09
501569-015	ADMINISTRATION BUILDING	404	ELM STREET	45.00	\$ 46.35	\$ 47.74
501569-012	CRIMINAL JUSTICE CENTER	650	W STATE	195.00	\$ 200.85	\$ 206.88
501588-001	CRIMINAL JUSTICE CENTER	650	W STATE ST	0.00	\$ -	\$ -
501588-001	CRIMINAL JUSTICE CENTER	650	W STATE ST	39.00	\$ 40.17	\$ 41.38
501588-001	CRIMINAL JUSTICE CENTER	650	W STATE ST	115.00	\$ 118.45	\$ 122.00
501588-001	CRIMINAL JUSTICE CENTER	650	W STATE ST	115.00	\$ 118.45	\$ 122.00
501588-002	HIGHWAY DEPT - LOCATION A	424	SPRINGFIELD	39.00	\$ 40.17	\$ 41.38
501588-002	HIGHWAY DEPT - LOCATION A	424	SPRINGFIELD	115.00	\$ 118.45	\$ 122.00
501588-003	RIVER BLUFF NURSING HOME	4401	N MAIN ST	115.00	\$ 118.45	\$ 122.00
501588-003	RIVER BLUFF NURSING HOME	4401	N MAIN ST	115.00	\$ 118.45	\$ 122.00
501588-003	RIVER BLUFF NURSING HOME	4401	N MAIN ST	39.00	\$ 40.17	\$ 41.38

\$2632.51	\$2700.16	\$2781.16
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**RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Submitted by: Operations and Administrative Committee

2020 CR

**RESOLUTION OPPOSING THE COUNTY EXECUTIVE FORM OF
GOVERNMENT**

WHEREAS, there is a referendum on the ballot for the November 3 general election regarding whether Winnebago County should have the county executive form of government; and

WHEREAS, adopting the county executive form of government would imbue a single county executive with the statutory power provided for under 55 ILCS 5/2-5009, which can only be changed by the General Assembly; and

WHEREAS, the current township form of county government allows for a diversity of representatives from across our county; and

WHEREAS, the current township form of county government allows for ~~a~~-local control of county government through ordinances passed by the county board; and

WHEREAS, 99 of the 102 counties in the State of Illinois have our current township form of government under 55 ILCS 5/2-1001, *et seq.*; and

WHEREAS, the Illinois courts have upheld the role of the county board in county governance.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago opposes the county executive form of government.

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

Respectfully submitted,
Operations and Administrative Committee

AGREE

DISAGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

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

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

Attested by:

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

Submitted by: Keith McDonald

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE
2020-CR-

**RESOLUTION TO CHANGE HOURS OF THE COUNTY CLERK'S OFFICE ON
ELECTION DAY**

WHEREAS, the County Board of the County of Winnebago, Illinois, may change the hours of operation of the office of the County Clerk by resolution passed at a regular meeting of the County Board pursuant to 55 ILCS 5/3-2007.; and

WHEREAS, the County Clerk is an Election Authority pursuant to 10 ILCS 5/1-3; and

WHEREAS, the date of the General Election is November 3, 2020; and

WHEREAS, Public Act 98-1171 was signed into law effective June 1, 2015, requiring Election Authorities to allow same day voter registration in their offices on Election Day; and

WHEREAS, the County Board finds that the County Clerk's office shall be engaged in the duties of an Election Authority on November 3, 2020; and

WHEREAS, the County Board finds that the County Clerk will not be able to perform its normal duties other than the primary duties of the Election Authority due to the election on November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the County Clerk's office of the County of Winnebago shall not perform any duties other than those pertaining to the General Election on November 3, 2020, and the County Clerk's office shall be closed to all other services on November 3, 2020, with the exception of election-related services.

BE IT FURTHER RESOLVED, that the County Clerk shall publish and post notice of this change in services.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its full adoption and completion of the aforementioned,

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of the Resolution to the Winnebago County Board Chairman, to the appropriate media outlets and to post the same on the County website.

Respectfully submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Jean Crosby

Jean Crosby

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

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

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

Attested by:

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

PUBLIC WORKS COMMITTEE

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

20-CR-XXX

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
ROCKFORD TOWNSHIP FOR THE RESURFACING OF BLACKHAWK ROAD
BETWEEN IL RTE. 251 and 20th STREET
(SECTION: 20-09000-01-RS)**

WHEREAS, Rockford Township has planned to resurface Blackhawk Road between IL Rte. 251 and 20th Street; and

WHEREAS, as Rockford Township plans on using Illinois Bond Funds through Motor Fuel Tax funding to pay for the work the contract must be awarded by the Winnebago County Board; and

WHEREAS, in connection with said project three (3) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on September 22, 2020 for Section 20-09000-01-RS; with the low bid being from **Rock Road Companies in the amount of \$139,634.78**; and

WHEREAS, it would be in the public interest to award this project to the low bidder Rock Road Companies in the amount of \$139,634.78.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on September 22, 2020 for Section 20-09000-01-RS from Rock Road Companies in the amount of \$139,634.78 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies for the above noted work; and


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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Burt Gerl

Burt Gerl



Dave Kelley

Dave Kelley

Jim Webster

Jim Webster



Mike Zintak

Mike Zintak

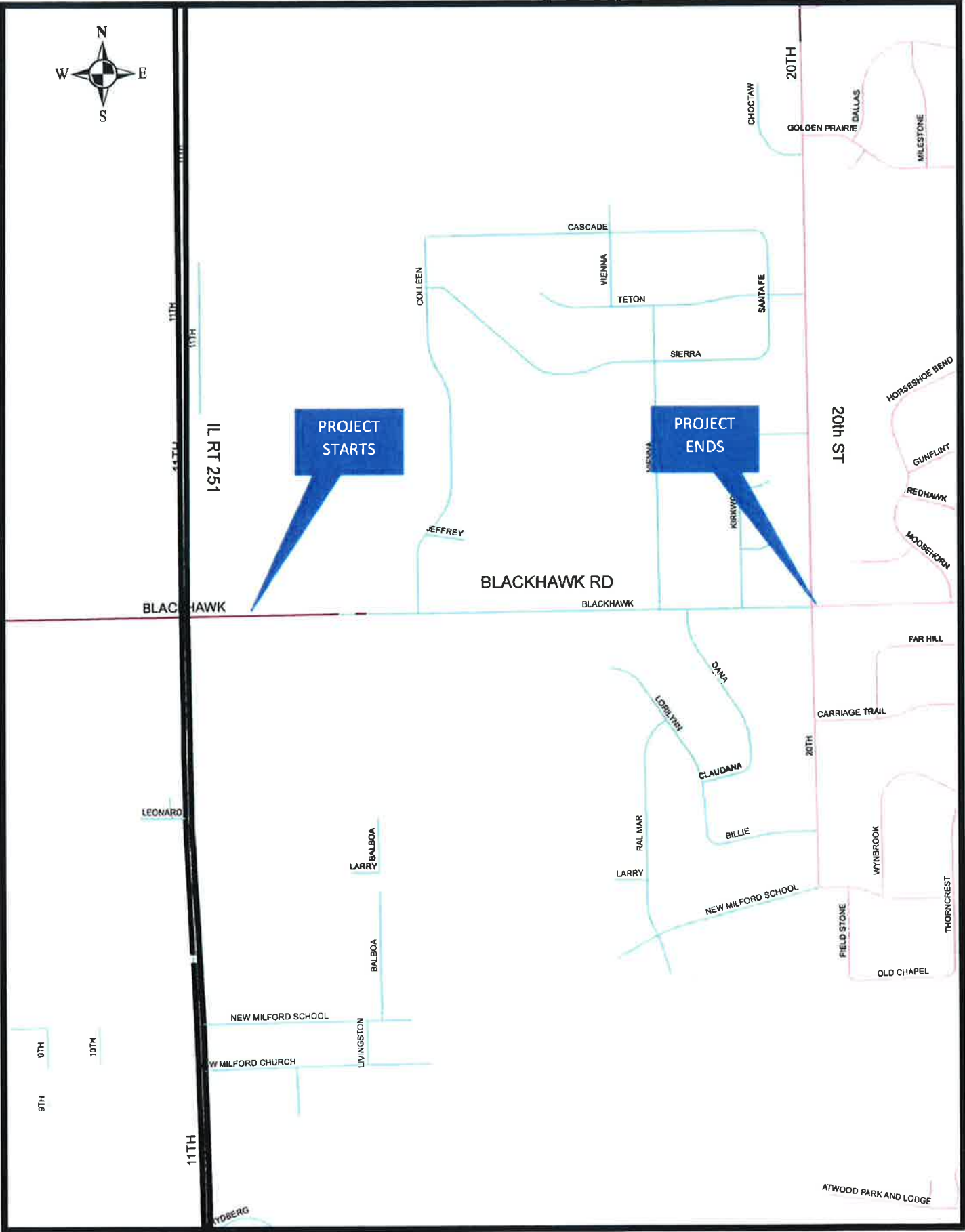
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

ATTEST:

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

Blackhawk Rd Resurface Project (Rockford Twp)



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

20-XXX

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

**AN ORDINANCE ESTABLISHING A PARK ZONE SPEED LIMIT
ON WENDY LANE FROM HARRISON AVENUE TO HEIDI DRIVE
IN CHERRY VALLEY TOWNSHIP**

WHEREAS, Section 625 ILCS 5/11-605.3 of the Illinois Vehicle Code authorizes the County Board to determine and declare by ordinance a park zone and a park street on county highways and township roads when it determines that it is reasonable and safe with respect to the conditions found to exist a public park facility and adjacent street being used by children/public; and

WHEREAS, Wendy Lane from Harrison Avenue to Heidi Drive is within Cherry Valley Township's Jurisdiction; and

WHEREAS, the Winnebago County Highway Department has determined by engineering study based upon the "Illinois Department of Transportation-BLRS Procedure Memorandum dated-Nov01-2006" that Wendy Lane being an adjacent street to the Vander Cook School Park, a public park, be declared as a Public Park Street;

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois that the maximum speed limit on Wendy Lane from Harrison Avenue to Heidi Drive, under Cherry Valley Township's Jurisdiction, shall be 20 miles per hour;

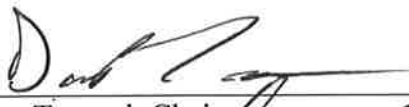
BE IT FURTHER ORDAINED, that the Cherry Valley Township Road Commissioner through the Winnebago County Engineer is directed to erect appropriate signs giving notice of the speed limit at the proper locations.

BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption, but the altered speed limits as determined and declared herein shall not become effective until the appropriate signs giving notice of the limits are erected.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver three certified copies of this Ordinance to the Winnebago County Engineer.

PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

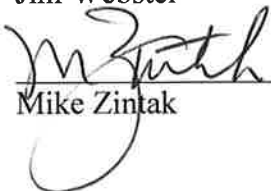


Burt Gerl



Dave Kelley

Jim Webster



Mike Zintak

DISAGREE

Dave Tassoni, Chairman

Burt Gerl

Dave Kelley

Jim Webster

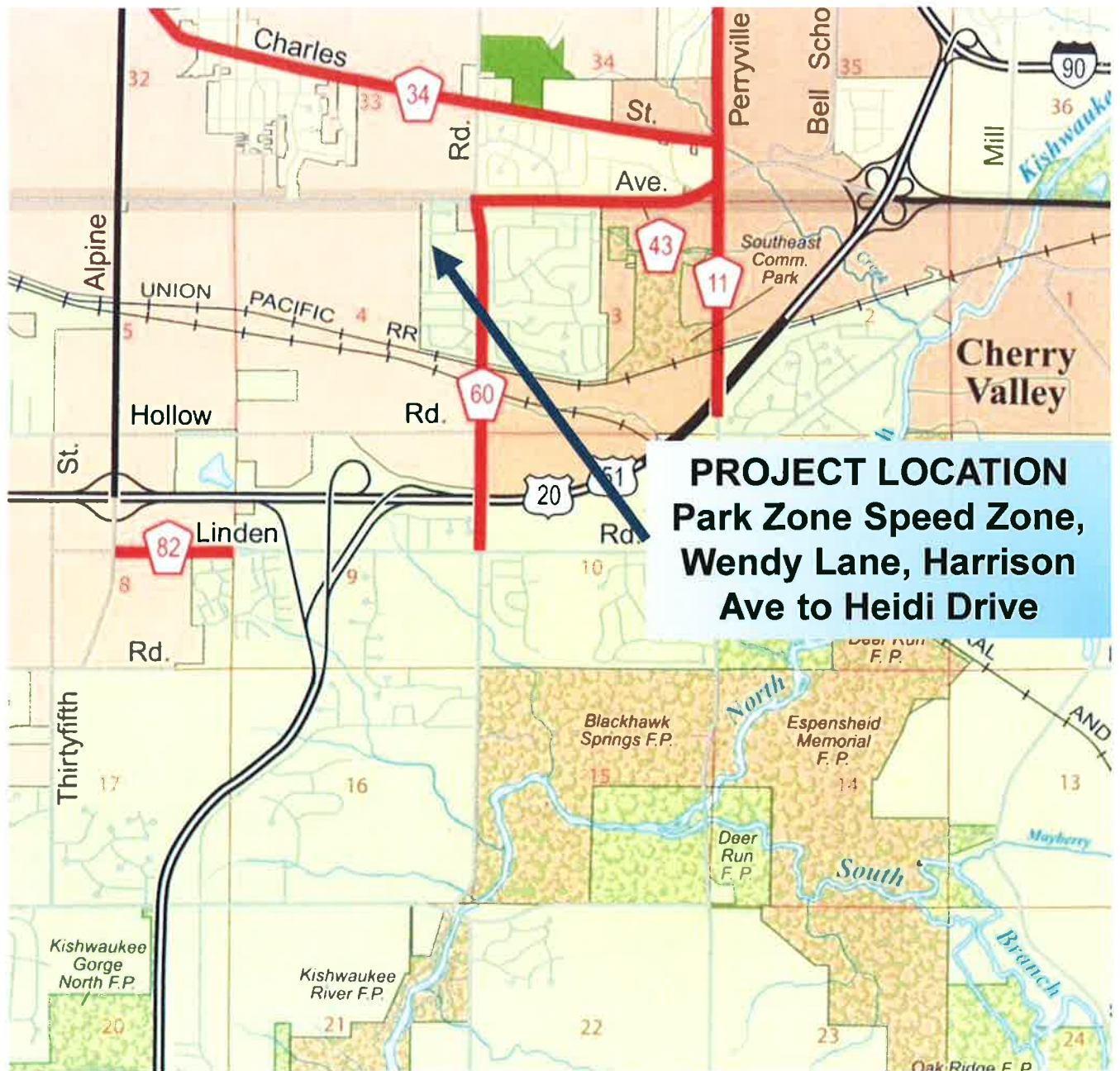
Mike Zintak

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

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

ATTEST:

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



Location Map

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

20-XXX

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

**A RESOLUTION AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF WENDY LANE AND DARLENE DRIVE
IN CHERRY VALLEY TOWNSHIP**

WHEREAS, Section 625 ILCS 5/11-302 of the Illinois Vehicle Code authorizes the County Board to designate stop and yield signs at intersections on county highways and township roads when it has been determined that prevailing conditions warrant the installation of such signs; and

WHEREAS, Wendy Lane and Darlene Drive are township roads within Cherry Valley Township; and

WHEREAS, an engineering and traffic investigation was conducted at the intersection of Wendy Lane and Darlene Drive which indicates that stop signs are warranted at all approaches to the intersection; and

WHEREAS, it would be in the public interest to install stop signs at all approaches of the intersection of Wendy Lane and Darlene Drive.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that pursuant to Section 625 ILCS 5/11-302 of the Illinois Vehicle Code, the County Board of Winnebago County, Illinois authorizes the installation of stop signs to all approaches of the intersection of Wendy Lane and Darlene Drive, making said intersection an all-way stop for the safety of the public; and

BE IT FURTHER RESOLVED, that the Cherry Valley Township Road Commissioner is directed to erect appropriate signs giving notice of the all-way stop intersection at Wendy Lane and Darlene Drive; and


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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Burt Gerl

Burt Gerl



Dave Kelley

Dave Kelley

Jim Webster

Jim Webster



Mike Zintak

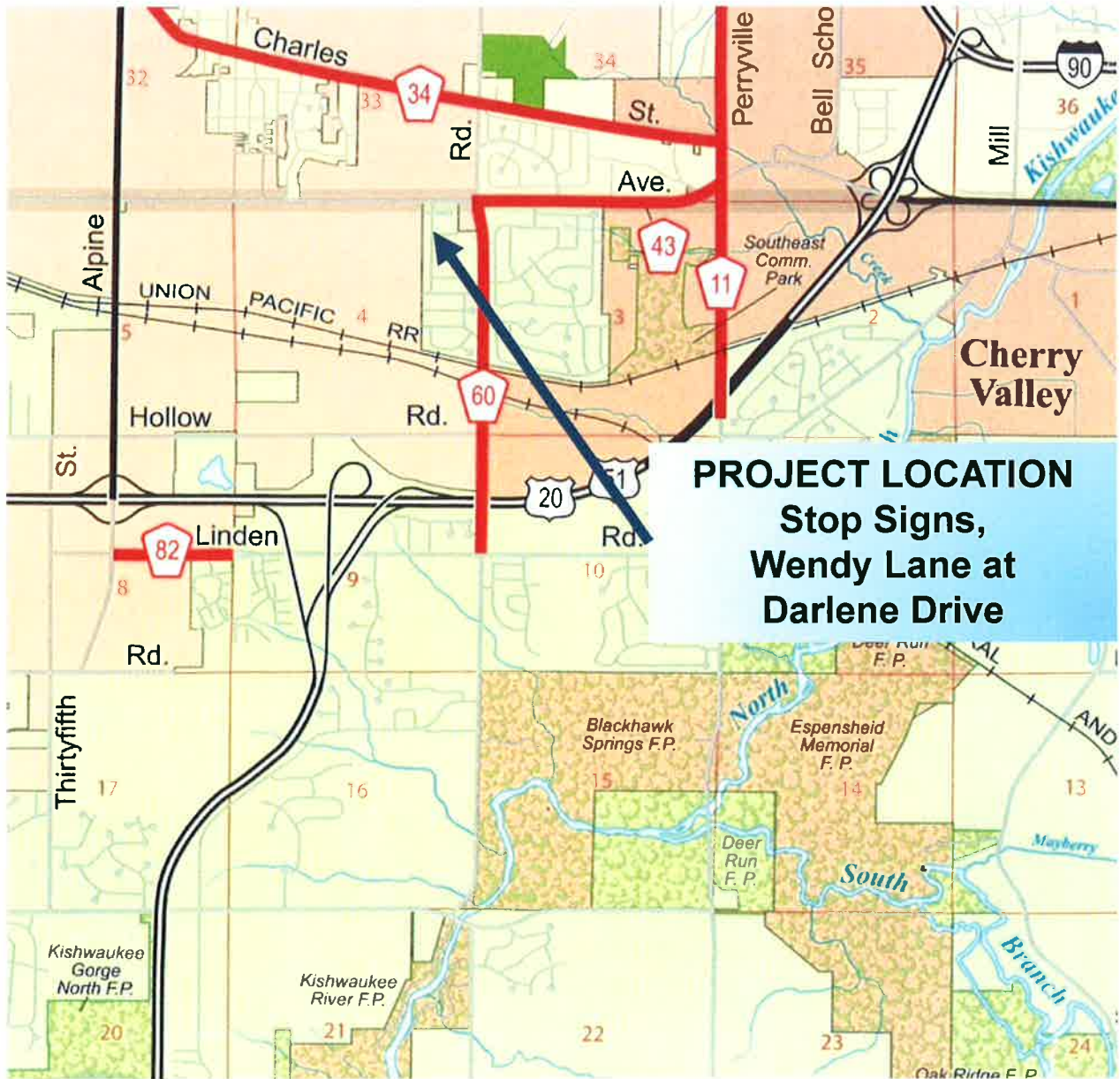
Mike Zintak

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

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

ATTEST:

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



Location Map

PUBLIC SAFETY COMMITTEE

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN GRANT**

WHEREAS, the County has been awarded funding for the Department of Justice's Office on Violence Against Women (OVW) Enhanced Training and Services to End Abuse in Later Life Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Prairie State Legal Services as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Prairie State Legal Services is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this 14th day of September, 2020, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Prairie State Legal Services with an address at 303 North Main Street, Suite 600, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Enhanced Training and Services to End Abuse in Later Life Program (hereinafter the "ALL Program"); and

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

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

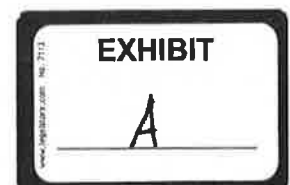
NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin upon notification by the County to Subcontractor of the release of hold on Abuse in Later Life Program Grant funds through the Office on Violence Against Women (OVW) and terminate on September 30, 2021, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** Subcontractor shall provide civil legal services for adults age 50 and older who are victims of domestic violence, sexual assault, stalking and elder abuse. The services provided by Subcontractor, as designated by the County, shall include, but not be limited to, the following:

(a) Prairie State Staff Attorneys shall provide a total of three hours per week of civil legal assistance for adults age 50 and older who are in need of an order of protection, removal of abuser's name from a legal document or other legal assistance deemed necessary for the immediate safety of the adult seeking services. The Managing Attorney of Prairie State Legal Services shall provide supervision to Staff Attorneys who provide civil legal assistance through this grant program.

3. **Payment:**



(a) The County agrees to pay Subcontractor for the services set forth above of Staff Attorneys at a case rate of \$81.25 per hour, for a total amount not to exceed \$25,350.00 over the term of this Agreement and any extension of this Agreement. Subcontractor shall be responsible for ensuring that its fees do not exceed this amount.

(b) Subcontractor shall submit invoices quarterly, by the 4th day of the month following the end of the quarter, 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 may be designated by the County in writing. 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.

(c) Subject to the receipt by the County of the funds from ALL Program 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.

(c) 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.

(d) 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

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

13. **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 professional liability insurance for its attorneys with an insurance carrier acceptable to the County. Subcontractor 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.

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

County of Winnebago
Attn: 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: Gail Walsh
303 North Main Street Suite 600
Rockford, IL 61101

15. **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 attack, 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 terms hereof, the parties shall be excused from performance hereunder.

16. **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.

17. **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.

18. **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.

19. **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: _____

PRAIRIE STATE LEGAL SERVICES

By: _____

PERSONNEL & POLICIES COMMITTEE

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

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE

2020-CR-

RESOLUTION TO DECLARE NOVEMBER 3, 2020 A HOLIDAY

WHEREAS, on June 16, 2020, the Governor of the State of Illinois signed into law Public Act 101-0642, creating 10 ILCS 5/2B-10 of the Election Code, making November 3, 2020 a State holiday known as General Election Day; and

WHEREAS, 10 ILCS 5/2B-10 requires that all government offices, with the exception of election authorities, be closed on November 3, 2020, unless authorized to be used as a location for election services or as a polling place.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that all County offices, with the exception of the election office of the Winnebago County Clerk and those offices providing 24/7 services, shall be closed on November 3, 2020, for the one-time General Election Day holiday pursuant to 10 ILCS 5/2B-10, which shall be treated as a holiday for County offices consistent with County policy and collective bargaining agreements regarding holidays.

BE IT FURTHER RESOLVED, that the Winnebago County Holiday Schedule for 2020 is hereby amended to include November 3, 2020, as General Election Day.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of the Resolution to the all County Departments.

Respectfully submitted,
**PERSONNEL AND POLICIES
COMMITTEE**

AGREE

David Fiduccia, Chairman

Paul Arena

Angie Goral

Joe Hoffman

Dave Kelley

Dorothy Redd

Jim Webster

DISAGREE

David Fiduccia, Chairman

Paul Arena

Angie Goral

Joe Hoffman

Dave Kelley

Dorothy Redd

Jim Webster

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

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

Attested by:

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