

PERSONNEL AND POLICIES COMMITTEE AGENDA

Called By: Chairman, David Fiduccia

DATE: MONDAY, JULY 22, 2019

Members: Dave Boomer, Jim Webster,
Joe Hoffman, Angie Goral, Dorothy Redd,
Dave Kelley

TIME: IMMEDIATELY FOLLOWING THE
JOINT WINNEBAGO COUNTY
BOARD DEMOCRAT AND
REPUBLICAN CAUCUS MEETING
AT 5:30 PM

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

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 21 and April 4, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Personnel and Policies Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. An Ordinance Amending Section 2-89 of the County Code of Ordinances (Appointment of Department Heads)
- F. An Ordinance Amending Section 2-168 of the County Code of Ordinances (Human Resources Director)
- G. Other Matters
- H. Adjournment

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

Thursday, March 21, 2019

Immediately Following the Combined Finance Committee and Operations and
Administrative Committee Meeting at 5:30 PM and Combined Operations and
Administrative Committee and Personnel and Policies Committee and Operations and
Administrative and Finance Committee Meetings Following

Present:

Dave Fiduccia, Chairman
Dave Boomer
Jim Webster
Joe Hoffman
Angie Goral
Dorothy Redd
Dave Kelley

Others Present:

Frank Haney, County Board Chairman
Carla Paschal, County Administrator
Marilyn Hite Ross, State's Attorney
John Giliberti, State's Attorney's Office
Molly Terrinoni, Finance Director
Ann Johns, Purchasing Director
Fred Wescott, County Board Member
Paul Arena, County Board Member
Burt Gerl, County Board Member
Keith McDonald, County Board Member
Jaime Salgado, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman's Duties)
- E. Other Matters
- F. Adjournment

Chairman Fiduccia called the meeting to order at 8:02 PM.

Public Comment

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

An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman's Duties)

- There will not be a vote, just a discussion allowing Board members to have a chance to look at the Ordinance.
- In a prior meeting Board members were asked to submit questions in writing.
- It was suggested that the language of the Administrator's duties be incorporated into the proposal.

- Mr. Arena will be working on some amendments and will work with Mr. Fiduccia and Mr. Boomer. The amendments will be presented on the floor in writing.

Other Matters

None

Motion to Adjourn. Moved: Mr. Boomer, Seconded: Mr. Hoffman.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Thursday, April 4, 2019

Immediately Following the Economic Development Committee Meeting at 5:30 PM
and Finance Committee Meeting Immediately Following

Present:

Dave Fiduccia, Chairman
Dave Boomer
Jim Webster
Joe Hoffman
Dorothy Redd
Dave Kelley

Others Present:

Carla Paschal, County Administrator
Dave Kurlinkus, Deputy State's Attorney
Marilyn Hite Ross, State's Attorney
Molly Terrinoni, Finance Director
Brett Frazier, Animal Services Administrator

Absent:

Angie Goral

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Authorizing the Chairman of the Winnebago County Board to Extend an Agreement for Consulting Services at River Bluff Nursing Home
- E. Other Matters
- F. Adjournment

Chairman Fiduccia called the meeting to order at 6:45 PM.

Public Comment

Chairman Fiduccia read the Public Comment section of the Agenda.

- Stephanie Hicks, Executive Director of C.A.R.E. for P.E.T.S. spoke about reclaim fees.

Resolution Authorizing the Chairman of the Winnebago County Board to Extend an Agreement for Consulting Services at River Bluff Nursing Home

Motion by Mr. Boomer and Seconded by Mr. Hoffman.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

- None

Motion to Adjourn. Moved: Mr. Hoffman, Seconded: Mr. Webster.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Submitted by: Personnel and Policies Committee

2019 CO _____

**AN ORDINANCE AMENDING SECTION 2-89 OF THE
COUNTY CODE OF ORDINANCES**

WHEREAS, Chapter 2 of the County Code of Ordinances, Article II, sets forth the Rules of Procedure of the County Board; and

WHEREAS, the County Board wishes to amend Section 2-89 of Chapter 2, of the County Code of Ordinances.

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

Sec. 2-89. – Appointment of Department Heads.

- (a) Appointments or re-appointments of department heads shall be made according to the County Code of Ordinances or as required by state statute. Any position not specifically mentioned in the County Code of Ordinances or in state statute shall be appointed or re-appointed upon recommendation of the County Administrator with the advice and consent of the County Board.
- (b) The County Administrator shall review the performance of all appointed department heads annually using a uniform evaluation system except as provided by law or ordinance and shall provide a copy of the evaluations to the Chief of Human Resources.

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

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance Amendment shall be effective immediately upon passage.

BE IT FURTHER ORDAINED, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

APPROVED this _____ day of _____, 2019, by the
County Board of the County of Winnebago, Illinois.

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

Sec. 2-89. - Appointment of department heads.

- (a) Appointments or re-appointments of department heads those county officers as required by the laws of the state, as well as the county administrator and the River Bluff Nursing Home Administrator, shall be made according to the County Code of Ordinances or as required by state statute. by the chairman with thelf a position is not specifically mentioned in the County Code or in state statute, the appointment or re-appointment of that position shall be made upon recommendation of the County Administrator with advice and consent of the boardCounty Board.
- (b) The chairmanCounty Administrator shall review all appointmentsappointed department heads annually, using a uniform evaluation system, except as provided by law or ordinance and shall provide a copy of the evaluations to the Chief of Human Resources.

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

Submitted by: Personnel and Policies Committee

2019 CO _____

**AN ORDINANCE AMENDING SECTION 2-168 OF THE
COUNTY CODE OF ORDINANCES**

WHEREAS, Chapter 2 of the County Code of Ordinances, Article IV, sets forth the duties of various departments of the County Administration; and

WHEREAS, the County Board wishes to amend Section 2-168 of Chapter 2, of the County Code of Ordinances.

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

Sec. 2-168. – Director.

The Human Resources Director shall be recommended, appointed, disciplined or dismissed by the Chief of Human Resources or the County Administrator with the approval of the County Board.

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

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance Amendment shall be effective immediately upon passage.

BE IT FURTHER ORDAINED, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

APPROVED this ____ day of _____, 2019, by the
County Board of the County of Winnebago, Illinois.

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

Sec. 2-168. - Director.

The person in charge of the human resources department shall be known as the human resources director. The human resources director shall be recommended, and appointed, or disciplined or dismissed, by the county administrator Chief of Human Resources or the County Administrator with the approval of the County board chairman. Board.

9-1-1 COMMITTEE AGENDA

Called by: Chairman, Dave Boomer
Members: Keith McDonald,
Jaime Salgado

DATE: WEDNESDAY, JULY 24, 2019
TIME: 5:00 PM
LOCATION: ROOM 510
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the 9-1-1 Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Discussion of 9-1-1 IGA with Municipal Coalition
- E. Other Matters
- F. Adjournment

PERSONNEL AND POLICIES COMMITTEE

AGENDA

Called By: David Fiduccia, Chairman

DATE: THURSDAY, JULY 25, 2019

Members: Dave Boomer, Jim Webster,
Joe Hoffman, Angie Goral, Dorothy Redd,
Dave Kelley

TIME: 5:15 PM

LOCATION: CONFERENCE ROOM 816
BEHIND COUNTY BOARD ROOM
COUNTY COURTHOUSE
400 WEST STATE STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Personnel and Policies Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Appointment of Sub-Committee
- E. Other Matters
- F. Adjournment

**3rd REVISED
FINANCE COMMITTEE
AGENDA**

Called by: Chairman, Jaime Salgado
Members: Joe Hoffman, Burt Gerl,
Dave Boomer, Dave Fiduccia,
Steve Schultz, Keith McDonald

DATE: THURSDAY, JULY 25, 2019
TIME: 5:30 PM
LOCATION: CONFERENCE ROOM 815
BEHIND COUNTY BOARD ROOM
COUNTY COURTHOUSE
400 WEST STATE STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 21 and April 4, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Approving Subcontractor Agreements for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant
- F. Resolution Approving Settlement of 19-CH-190 (Settlement of Sheriff's Lawsuit)
- G. Budget Amendment 2019-028 Children's Waiting Room Funding
- H. Budget Amendment 2019-029 Sheriff Unfunded Deputies
- I. Other Matters
- J. Adjournment

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

Thursday, March 21, 2019

Immediately Following the Combined Finance Committee and Operations and Administrative Committee Meeting at 5:30 PM and Combined Operations and Administrative Committee and Personnel and Policies Committee and Operations and Administrative Meeting Following

Present:

Jaime Salgado, **Chairman**
Steve Schultz
Keith McDonald
Dave Boomer
Joe Hoffman
Burt Gerl
Dave Fiduccia

Others Present:

Frank Haney, County Board Chairman
Carla Paschal, County Administrator
Marilyn Hite Ross, State's Attorney
Molly Terrinoni, Finance Director
John Giliberti, State's Attorney's Office
Ann Johns, Purchasing Director

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 4 and 23, 2018 Minutes
- D. Public Comment
- E. Chairman Comments
- F. Budget Amendment 2019-020 Sheriff's Grant Fund (for State Criminal Alien Assistance Program Grant, SCAAP)
- G. Budget Amendment 2019-021 Health Department Drug Overdose Prevention Services Grant
- H. Staff Report
 - 1. Capital Bond Discussion
 - 2. Financial Information
- I. Other Matters
- J. Adjournment

Chairman Salgado called the meeting to order at 7:30 PM.

Motion to approve the Minutes of October 4 and 23, 2018 Minutes

Moved: Mr. Hoffman, Seconded: Mr. Gerl.

Motion passed by unanimous voice vote.

Public Comment

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

Chairman Comments

None

Budget Amendment 2019-020 Sheriff's Grant Fund (for State Criminal Alien Assistance Program Grant, SCAAP)

Motion by Mr. Fiduccia and Mr. Boomer and Seconded by Mr. Hoffman.

- A discussion followed.

Motion passed by unanimous voice vote.

Budget Amendment 2019-021 Health Department Drug Overdose Prevention Services Grant

Motion to approve by Mr. McDonald and Mr. Boomer and Seconded by Mr. Gerl.

- A discussion followed.

Motion passed by unanimous voice vote.

Staff Report

- 1. Capital Bond Discussion**
- 2. Financial Information**

- A discussion followed.

Other Matters

None

Motion to adjourn. Moved: Mr. Gerl and Mr. Boomer, Seconded: Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Thursday, April 4, 2019

Immediately Following the Economic Development Committee Meeting at 5:30 PM

Present:

Jaime Salgado, Chairman
Keith McDonald
Dave Boomer
Joe Hoffman
Burt Gerl
Dave Fiduccia

Others Present:

Carla Paschal, County Administrator
Dave Kurlinkus, Deputy State's Attorney
Marilyn Hite Ross, State's Attorney
Molly Terrinoni, Finance Director

Absent:

Steve Schultz

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 8 and 13, 2018 Finance Minutes and February 26, 2019 Joint Economic Development and Finance Minutes
- D. Public Comment
- E. Chairman Comments
- F. Ordinance Abolishing Working Cash Fund and Transferring Balance to Capital Projects Fund
- G. Resolution Authorizing the Chairman of the County Board to Execute an Extension of an Agreement Between Winnebago County, Illinois and Remedies Renewing Lives
- H. Staff Report
 - 1. Financial Information
- I. Closed Session
- J. Other Matters
- K. Adjournment

Chairman Salgado called the meeting to order at 6:45 PM.

Motion to approve the Minutes of November 8 and 13, 2018 Finance and February 26, 2019 Joint Economic Development and Finance

Moved: Mr. Boomer, Seconded: Mr. Hoffman.

Motion passed by unanimous voice vote.

Public Comment

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

Mr. Salgado – Motion to go into closed session for pending litigation.

Moved: Mr. Hoffman, Seconded: Mr. Fiduccia.

Motion passed by unanimous voice vote.

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

Chairman Comments

None

Ordinance Abolishing Working Cash Fund and Transferring Balance to Capital Projects Fund

Motion by Mr. Boomer and Seconded by Mr. Gerl.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute an Extension of an Agreement Between Winnebago County, Illinois and Remedies Renewing Lives

Motion by Mr. Gerl and Seconded by Mr. Hoffman.

- A discussion followed.

Motion passed by unanimous voice vote.

Staff Report

1. Financial Information

- Reports were distributed and explained regarding the first quarter of fiscal year 2019, the General Fund, the Public Safety Sales Tax, and Health Insurance Fund.

Other Matters

None

Motion to adjourn. Moved: Mr. Hoffman, Seconded: Mr. Fiduccia.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling

Administrative Assistant

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

Submitted by: Finance Committee

2019 CR _____

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENTS
FOR THE DOMESTIC VIOLENCE ENHANCED TRAINING AND
SERVICES TO END ABUSE IN LATER LIFE GRANT**

WHEREAS, the County has been awarded the Department of Justice/Office on Violence Against Women Domestic Violence 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 the following subcontractors: Remedies Renewing Lives, Rockford Sexual Assault Counseling, and Mercy Health at Home (hereinafter the "Subcontractors"); and

WHEREAS, the understanding between the County and the Subcontractors related to the terms under which the Subcontractors will provide the necessary Grant services is set forth in the agreements attached hereto as Exhibit A (Remedies Renewing Lives), Exhibit B (Rockford Sexual Assault Counseling) and Exhibit C (Mercy Health at Home).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreements between the County of Winnebago and Remedies Renewing Lives, Rockford Sexual Assault Counseling, and Mercy Health at Home are approved in substantially the same form as the agreements attached hereto as Exhibit A, Exhibit B and Exhibit C.

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 agreements attached hereto as Exhibit A, Exhibit B, and Exhibit C.

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 Anna Grzelak, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
FINANCE COMMITTEE**

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Dave Boomer

Dave Boomer

Dave Fiduccia

Dave Fiduccia

Burt Gerl

Burt Gerl

Joe Hoffman

Joe Hoffman

Keith McDonald

Keith McDonald

Steve Schultz

Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2019.

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

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

This Agreement is made and entered into this 25th day of June, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

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

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

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

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

1. **Term:** The term of this Agreement shall begin on January 1, 2019 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 act as the primary Domestic Violence victim services agency for the Grant. The services provided by Subcontractor, as designated by the County, shall include, but not be limited to, the following:

- (a) Participate in the planning and implementation phases of the Grant;
- (b) Serve on the Grant's multidisciplinary planning and development team which will be responsible for developing implementation project activities;
- (c) Provide consultation and training;
- (d) Attend required trainings and meetings;
- (e) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events and trainings;
- (f) Have approved staff member(s) attend the Grantee Orientation, the Law Enforcement "Training of Trainers" training, participate as a member of the multi-disciplinary training team to provide Law Enforcement Training and attend the local Advanced Law Enforcement Training;

(g) Attend the Direct Victim Services "Training of Trainers" training, participate as a member of the training team to collaborate in the planning and facilitation of direct services training and the direct services cross training;

(h) Participate in Coordinated Community Response to Abuse in Later Life Team events, activities and meetings including the local half-day Kickoff Event and half-day Coordinated Community Response Event; and

(i) Assist in the needs assessment process and assist in the development and implementation of outreach and direct services as determined by the needs assessment.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services set forth above of Becky Winstead at an hourly rate of \$37.35, Casey Bachochin at an hourly rate of \$25.63 and Alicia Suhr at an hourly rate of \$21.47, in addition to mileage for any distance traveled in excess of ten (10) miles of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$12,114.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other email address as County may designate 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. Any amounts submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County.

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

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

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:

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

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: _____

REMEDIES RENEWING LIVES

By: _____

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND ROCKFORD SEXUAL ASSAULT COUNSELING**

This Agreement is made and entered into this 25th day of June, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Rockford Sexual Assault Counseling with an address at 4990 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

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

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

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

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

1. **Term:** The term of this Agreement shall begin on January 1, 2019 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 act as the primary sexual assault victim services agency for the Grant. The services provided by Subcontractor shall include, but not be limited to, the following:

- (a) Participate in the planning and implementation phases of the "Grant";
- (b) Serve on the "Grant's" multidisciplinary planning and development team which will be responsible for developing implementation project activities;
- (c) Provide consultation and training;
- (d) Attend required trainings and meetings;
- (e) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events and trainings;
- (f) Collaborate in the planning and facilitation of the direct services training of trainers training and the direct services cross training;
- (g) Participate in Coordinated Community Response to Abuse in Later Life Team events, activities and meetings including the local half-day Kickoff Event and half-day Coordinated Community Response Event; and
- (h) Assist in development and implementation of outreach and direct services as determined by the needs assessment.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of Maureen Mostacci at an hourly rate of \$43.07 and Paula Peterson at an hourly rate of \$28.33, in addition to mileage for any distance traveled in excess of ten (10) miles of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$8,574.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other email address as County may designate 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. Any amounts submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County.

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

(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 general liability insurance, or self-insurance, in the

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

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
Rockford, IL 61101

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

Rockford Sexual Assault Counseling
Attn: Maureen Mostacci
4990 East State Street
Rockford, IL 61108

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: _____

ROCKFORD SEXUAL ASSAULT COUNSELING

By: _____

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND MERCY HEALTH AT HOME-ADULT PROTECTIVE SERVICES**

This Agreement is made and entered into this 25th day of June, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Mercy Health at Home with an address at 4223 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

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

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

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

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

1. **Term:** The term of this Agreement shall begin on January 1, 2019 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 act as the primary elder abuse victim services agency for the Grant. The services provided by Subcontractor, as designated by the County, shall include, but not be limited to, the following:

- (a) Participate in the planning and implementation phases of the Grant;
- (b) Serve on the Grant's multidisciplinary planning and development team which will be responsible for developing implementation project activities;
- (c) Provide consultation and training;
- (d) Attend required trainings and meetings;
- (e) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events;
- (f) Have approved staff member attend the Grantee Orientation, the Law Enforcement "Training of Trainers" training, participate as a member of the multi-disciplinary training team to provide Law Enforcement Training and attend the local Advanced Law Enforcement Training;
- (g) Collaborate in the planning and facilitation of the direct services Training of Trainers training and the direct services cross training;

(h) Participate in Coordinated Community Response to Abuse in Later Life Team events, activities and meetings including the local half-day Kickoff Event and half-day Coordinated Community Response Event; and

(i) Assist in development and implementation of outreach and direct services as determined by the needs assessment.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of Yvonne Anderson at a hourly rate of \$65.00 and Cherri Williams at a hourly rate of \$45.00 for the services set forth above, in addition to mileage for any distance traveled in excess of ten (10) miles of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$4,941.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other email address as County may designate 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. Any amount submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County.

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

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

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
Rockford, IL 61101

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

Mercy Health at Home-Adult Protective Services
Attn: Yvonne Anderson
4223 East State Street
Rockford, IL 61108

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: _____

MERCY HEALTH AT HOME-ADULT PROTECTIVE SERVICES

By: _____

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

Submitted by: Finance Committee

2019 - CR

**RESOLUTION AUTHORIZING THE OFFICE OF THE WINNEBAGO
COUNTY STATE'S ATTORNEY TO ENTER INTO A SETTLEMENT
AGREEMENT FOR LITIGATION WITH THE SHERIFF OF
WINNEBAGO COUNTY—CASE NO. 19-CH-190**

WHEREAS, the County of Winnebago has been involved in litigation with the Sheriff of Winnebago County over budgetary issues; and,

WHEREAS, the aforementioned litigation was filed in the Circuit Court for the 17th Judicial Circuit, Winnebago County as Case Number 19-MR-190; and,

WHEREAS, after settlement discussions between the parties, the parties drafted a tentative settlement agreement subject to approval by the Winnebago County Board; and,

WHEREAS, the tentative settlement agreement, attached to this Resolution as Exhibit A, is recommended to the County Board for its approval by the Winnebago County State's Attorney.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the office of the Winnebago County State's Attorney is hereby authorized to execute any documents necessary to enact the settle Case Number 19-MR-190 the Circuit Court for the 17th Judicial Circuit, Winnebago County pursuant to the terms listed in this resolution and in the Settlement Agreement, a copy of which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chairman of the Winnebago County Board and to the Winnebago County State's Attorney.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

Dave Boomer

Dave Fiduccia

Burt Gerl

Joe Hoffman

Keith McDonald

Steve Schultz

DISAGREE

Jaime Salgado, Chairman

Dave Boomer

Dave Fiduccia

Burt Gerl

Joe Hoffman

Keith McDonald

Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2019.

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

2019 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: July 25, 2019

Lay Over: July 25, 2019

Final Vote: August 8, 2019

2019 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2019 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2019 at its September 27, 2018 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2019-028 Children's Waiting Room Funding

Reason: Amendment needed to account for additional revenues and future expenditures. Funds were deposited by the Kid's Place Board

Alternative: N/A

Impact to fiscal year 2020 budget: None

Revenue Source:

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Prj</u>	<u>Debit (Credit)</u>
Other Professional Services	41100	43190		27,000
Donations	41100	39620		-27,000
		<u>Total Adjustment:</u>		<u>\$0</u>

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2019.

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

REQUEST FOR BUDGET AMENDMENT

1

2019 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: July 25, 2019

Lay Over: July 25, 2019

Final Vote: August 8, 2019

2019 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2019 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2019 at its September 27, 2018 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2019-029 Sheriff Unfunded Deputies

Reason: Budget amendment needed to fund the terms of the settlement agreement with the County Sheriff.

Alternative: N/A

Impact to fiscal year 2020 budget: None

Revenue Source: Public Safety Sales Tax Fund Balance

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Prj</u>	<u>Debit (Credit)</u>
Regular Salaries	40126	41110		1,700,000
		<u>Total Adjustment:</u>		<u>\$1,700,000</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2019.

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

DATE SUBMITTED:		7/23/2019		AMENDMENT NO: 2019-029			
DEPARTMENT:		Sheriff Department		SUBMITTED BY: Carla Paschal			
FUND#: 0101		DEPT. BUDGET NO.		40126			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
40126	41110	Regular Salaries	\$0	\$0	\$0	\$1,700,000	\$1,700,000
Revenue							
TOTAL ADJUSTMENT:						\$1,700,000	\$1,700,000
Reason budget amendment is required:							
Budget amendment needed to fund the terms of the settlement agreement with the County Sheriff.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget:							
None							
Revenue Source: Public Safety Sales Tax Fund Balance							