

REVISED
PERSONNEL AND POLICIES AD HOC
COMMITTEE AGENDA

Called by: Chairman, Paul Arena

DATE: Thursday, August 15, 2019

TIME: 4:00 PM

Members: Fred Wescott, Dave Kelley,
John Butitta, Dorothy Redd, Angie
Goral, Joe Hoffman

LOCATION: ROOM 510

County Administration Building
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 Personnel and Policies Ad Hoc 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 the Issues with John Phillips of the Illinois City County Management Association
- E. Other Matters
- F. Adjournment

FINANCE COMMITTEE AGENDA

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

DATE: THURSDAY, AUGUST 15, 2019
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. 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.
- D. Resolution Approving Subcontractor Agreement for the Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant
- E. Other Matters
- F. Adjournment

Sponsored by: Jaime Salgado, Chairman

COUNTY BOARD MEETING
August 22, 2019

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

Submitted by: Finance Committee

2019 CR _____

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT
FOR THE DOMESTIC VIOLENCE HOMICIDE PREVENTION
DEMONSTRATION INITIATIVE PHASE II GRANT**

WHEREAS, the County has been awarded the Department of Justice/Office on Violence Against Women Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Remedies Renewing Lives 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 Remedies Renewing Lives 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,
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 _____ day of _____ 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, IL 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 Homicide Prevention Demonstration Initiative Phase II (Supplemental) 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 herby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on June 1, 2019 and terminate on October 1, 2020, 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 Service Provider for the Grant. The services provided by the Subcontractor shall include, but not be limited to, the following:

- (a) Consult and meet with the Project Manager and all project partners regularly;
- (b) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events;
- (c) Participate in data collection with the local research partner at Northern Illinois University, Dr. Julie Crouch and/or her designee(s);
- (d) Consult in all aspects of Phase II of the Grant by participating in the gathering and evaluation of data, assessment of victim needs and appropriate related services;
- (e) Participate in technical assistance training, events, and related activities;
- (e) Consult with the National Institute of Justice as required

The Subcontractor will provide the services of the following individuals:

1) Subcontractor's Vice President of Domestic Violence Services, who will oversee the implementation of the Lethality Assessment Program (LAP) on behalf of Subcontractor and will supervise the LAP Domestic Violence (DV) Advocates and the LAP DV Hotline Specialist/Residential Coordinator. The Vice President of Domestic Violence Services will ensure staff are in place to provide services related to the Grant and will provide guidance to all project partners surrounding services to survivors of domestic violence. The VP of Domestic Violence Services will attend LAP trainings and meetings and will remain in constant communication with all project partners, including the DV Law Enforcement points of contact, the Project Manager, and the LAP Coordinator.

2) Subcontractor's Grant and Contract Manager, who will oversee the implementation of the LAP on behalf of Subcontractor and will provide support to the LAP DV Advocates and the LAP DV Hotline Specialist/Residential Coordinator. The Grant and Contract Manager will oversee the Grant requirements and contracts and will ensure the LAP DV Advocates and LAP DV Hotline Specialist/Residential Coordinator are adhering to the contractual obligations of the Grant. The Grant and Contract Manager will attend LAP trainings and meetings, will provide guidance to project partners surrounding services to survivors of domestic violence, and will remain in constant communication with the Project Manager and LAP Coordinator.

3) Two full-time LAP DV advocates, one to be stationed at the Criminal Justice Center or other similar Law Enforcement location during normal business hours, and the other to be located at Remedies from 10:30a- 7:30p, or as otherwise determined by program need. The LAP DV Advocates will be employees of the Subcontractor, and Subcontractor shall do all necessary posting, hiring, and terminating for the positions. The LAP DV Advocates shall work 40 hours per week and will be available to law enforcement and shelter staff to answer questions regarding the LAP. Subcontractor shall ensure that the LAP DV Advocates are properly trained and receive the required 40-hour training as defined within the Illinois Domestic Violence Act. Subcontractor shall provide office space for one of the advocates.

The services to be provided by the LAP DV Advocates shall include, but not be limited to, the following:

- (a) Reach out within a 24-72 hour period to all survivors of intimate partner domestic violence identified through the LAP as High Danger;
- (b) Keep detailed case notes and data on the LAP Screens and services rendered;
- (c) Work collaboratively with Rockford Police and Winnebago County Sheriff's Office DV Units to complete LAP protocol with fidelity and facilitate appropriate information sharing in a manner that does not conflict with sub-contractor (agency) confidentiality standards as well as state and federal law(s);
- (d) Complete intake with survivors to establish eligibility and confidentiality and make appropriate referrals to ongoing services;

(e) Participate in all grant-related meetings, calls, site visits, and trainings as requested by Office on Violence Against Women (OVW), project Technical Assistance Providers, the Project Manager or the LAP Coordinator.

(d) Perform any other duties specified by the VP of Domestic Violence Services, Grant and Contract Manager, or Project Manager.

4) A full-time LAP DV Hotline Specialist/Residential Coordinator, who will answer the DV hotline and, when not answering the hotline, provide supportive residential services to survivors of domestic violence. The LAP DV Hotline Specialist/Residential Coordinator will develop an expertise in the LAP protocol and facilitate an immediate safety planning conversation with survivors who score high danger on the LAP Screen as well as assist in setting up follow-up appointments with an advocate.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate not to exceed \$38.45 and the Grant and Contract Manager at an hourly rate not to exceed \$30.29, for a total amount for both individuals not to exceed \$6,874.00 over the term of this Agreement. The County agrees to pay Subcontractor for the salary and fringe benefits of two LAP DV Advocates at a total amount not to exceed \$95,000.00 over the term of this Agreement and the salary and fringe benefits of one LAP DV Hotline Specialist/Residential Coordinator not to exceed \$41,000.00 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: Nicole Ticknor at nticknor@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 the 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.

(d) 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.

(e) 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 the 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 a 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 of certificate that is required to perform the work;

(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 the 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 term 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, Subcontract 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 partnerships 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 times 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:

Trial Court Administration
Domestic Violence Coordinated Courts
Attn: Nicole Ticknor
400 W. State St., Suite 215
Rockford, IL 61101

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

Remedies Renewing Lives
Attn: Heather Beaufile
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 attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the 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, changed, 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 an 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

REMEDIES RENEWING LIVES

By: _____

By: _____

REVISED
PERSONNEL AND POLICIES COMMITTEE
AGENDA

Called By: David Fiduccia, Chairman

DATE: THURSDAY, AUGUST 15, 2019

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

TIME: IMMEDIATELY FOLLOWING THE
FINANCE COMMITTEE MEETING
AT 5:30 PM

LOCATION: ROOM 303
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 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. Closed Session – Personnel
- E. Motion to Discipline or Dismiss a County Employee
- F. Other Matters
- G. Adjournment

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Chairman, Keith McDonald
Members: Jaime Salgado, Joe Hoffman, Dorothy Redd, Jean Crosby, John Butitta, Paul Arena

DATE: THURSDAY, AUGUST 15, 2019
TIME: IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE MEETING AT 5:30 PM AND THE PERSONNEL AND POLICIES COMMITTEE MEETING IMMEDIATELY FOLLOWING

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

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 14 and 21, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Execution of a Contract With Region 1 Planning Council to Act as the County of Winnebago's Agent in the Operation of a Delinquent Tax Program (Trustee Program Agent Recommendation)
- F. Other Matters
- G. Adjournment

RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

2019 CR

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH REGION 1 PLANNING COUNCIL TO ACT AS THE COUNTY OF WINNEBAGO'S AGENT IN THE OPERATION OF A DELINQUENT TAX PROGRAM

WHEREAS, since 1997 the County of Winnebago has operated a delinquent tax program pursuant to section 21-90 of the Illinois Property Tax Code; and

WHEREAS, in May of 2019 the County sent out a Request for Qualifications for the purpose of updating its contract with an agent to operate the County's delinquent tax program; and

WHEREAS, after reviewing the responses received to the Request for Qualifications, County Board Chairman Frank Haney has decided he intends to appoint the Region 1 Planning Council to act as the County's agent in the operation of a delinquent tax program; and

WHEREAS, the Operations and Administrative Committee finds it is in the best interests of the citizens and taxing bodies in Winnebago County, Illinois for the County to continue to operate a delinquent tax program, and for Region 1 Planning Council to act as the County's agent in the operation of that program.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is County Board hereby authorized and directed to, on behalf of the County of Winnebago, enter into a contract with Region 1 Planning Council to act as the County's agent in the operation of a delinquent tax program.

BE IT FURTHER RESOLVED, that any contract entered into by the Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as the contract 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 directed to prepare and deliver a certified copy of this Resolution to Eric Setter, Land Bank Coordinator, 313 N. Main Street, Rockford, Illinois 61101.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

DISAGREE

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 August, 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

**DELINQUENT TAX SALE TRUSTEE AGENCY
AGREEMENT**

PREAMBLE

Pursuant to the 35 ILCS 200/Property Tax Code 200/21-90, Winnebago County may appoint an Agent to represent the County as Trustee. It is the overall conviction of the County Board of Winnebago County that such appointment and the creation of a Delinquent Tax Program will further two specific goals of the County and taxing districts within the County:

1. To recover delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
2. In the case of property to which the County of Winnebago, as Trustee, ultimately takes a tax deed pursuant to the Property Tax Code, it will aid in the expeditious transfer of ownership and the return of that property to a responsible property owner.

The Agent, Region 1 Planning Council, understands the County's purpose for entering into this Intergovernmental Agreement and acknowledges that the appointment of the Agent pursuant to the Property Tax Code places the Agent in a position of representing the County of Winnebago to the public, insofar as the operation of the Delinquent Tax Sale Program is concerned. The Agent further acknowledges that the services to be rendered are uniquely created and described in the Property Tax Code and that these services are intended to inure to the benefit of the public of Winnebago County. As such, both parties believe that the Agent's position shall be in the nature of service to the public and that the Agent must at all times abide by the general principles guiding a fiduciary in the public employ in both the immediate and long term.

The County and the Agent recognize that the operation of the Delinquent Tax Sale Program is a complex matter difficult of precise description and that from time to time the Agent may be required to take action not specifically covered in detail in the body of the Agreement. It is the intention of the parties in setting forth this Preamble, that at such times, the Agent will make the necessary decisions and act only in pursuit of the goals and intentions as hereinabove stated by the parties.

37

AGREEMENT

38 This Agreement is entered into by and between the COUNTY OF WINNEBAGO, ILLINOIS,
39 hereinafter referred to as the COUNTY and, Region 1 Planning Council, hereinafter referred to as the
40 AGENT. Pursuant to a resolution passed by the County Board of Winnebago County, Illinois, at their
41 regular meeting held on _____, 2019, the COUNTY and the AGENT hereby agree:

42 A. Appointment and Duties of Agent

43 Pursuant to 35ILCS 200/21-90 Property Tax Code, Region 1 Planning Council shall be appointed the
44 AGENT of the Winnebago County Board, which is the Trustee for all taxing districts, to, during the term of
45 this Agreement, attend the Annual Tax Sale(s) and bid the full amount of taxes and penalties on all tracts
46 of land or lots in the absence of other bidders, in the name of WINNEBAGO COUNTY, TRUSTEE.

47 Region 1 Planning Council agrees to establish and administer the Delinquent Tax Sale Program of
48 Winnebago County.

49 Region 1 Planning Council shall act as AGENT of the COUNTY, as Trustee, for the purposes of securing
50 redemptions, preparing all notices, assisting in the preparation and filing of petitions, applications and
51 orders for tax deed, locating parties of interest, inspecting properties, preparing notices for service under
52 the authorization of the Sheriff, and assisting in all other procedures necessary for obtaining tax deeds
53 and conveying property so acquired. The AGENT shall diligently pursue a continuous program of collection
54 in the name of the COUNTY, as Trustee, and subject to the direction of the COUNTY Board Chairman or
55 designee, may file extensions of the period of redemption and petition for tax deeds as he may deem
56 necessary. The AGENT shall implement contemporary marketing practices to inform the public, and
57 expeditiously transfer property out of Trust. The AGENT shall not use any marketing or sales practice with
58 respect to which the County Board Chairman tells AGENT to not use.

59 The COUNTY, as Trustee reserves the right to assign tax certificates obtained by the AGENT. In the
60 event the AGENT desires to effect an assignment, such assignment must be with the consent of the
61 Winnebago County Board Chairman.

62 On property to which a tax deed is taken in the name of WINNEBAGO COUNTY, TRUSTEE, the AGENT,
63 with the advice and consent of the Winnebago County Board Chairman, may establish and collect rents
64 on said property prior to sale or liquidation. All monies collected will be deposited on or before the fifth
65 following business day into the Escrow account described below.

66 Continuously throughout the duration of this contract, the AGENT shall market and sell property on
67 which tax deeds have been taken in the name of WINNEBAGO COUNTY, TRUSTEE. The AGENT shall, at
68 their expense, answer all inquiries relating to said properties, furnish sales and marketing material and
69 pursue diligently any action which will produce a responsible disposal of property through a sale. The
70 public will be allowed to present additional bids for a period not less than seven (7) days after the initial
71 bid is received.

72 The AGENT shall inform the COUNTY, as Trustee, through the County Board Chairman, as to the
73 operation of the program and shall cooperate with the Chairman in establishing minimum sale prices,
74 rules of sales, and general accountability. The COUNTY, as Trustee, through the County Board Chairman

75 reserves the right to direct the AGENT not to purchase certain parcels of real property at the county's
76 annual tax sale.

77 The AGENT shall assist the State's Attorney in periodically pursuing marketable title to items that
78 prove otherwise unmerchantable. All required actions will be pursued in the name of WINNEBAGO
79 COUNTY, as TRUSTEE, and any notices, summons or other papers which may not legally be served by the
80 AGENT will be served by the Sheriff of Winnebago County. The expense of any such legal action concerning
81 merchantable title will be paid from the proceeds of the program (see Section D), unless the action is
82 made necessary by gross negligence on the part of AGENT or anyone in their employ, in which case the
83 cost shall be borne by the AGENT.

84 A Special State's Assistant State's Attorney may be appointed by the Winnebago County State's
85 Attorney to initiate and pursue tax deed proceedings and any necessary quiet title actions, and prepare
86 deeds of conveyance. The special Assistant State's Attorney shall report to, and be under the direction
87 and control of the Winnebago County State's Attorney. All expenses paid by the Special Assistant State's
88 Attorney shall be made from the proceeds of the program, except as provided above. All clerical assistance
89 required by the Special Assistant State's Attorney shall be provided by the AGENT's employees at AGENT's
90 expense.

91 All files pertaining to its program and maintained by the AGENT shall remain in the office of the
92 AGENT. However, all such files and all papers, documents, letters, and memoranda contained therein or
93 pertaining thereto shall remain the property of the COUNTY and, the COUNTY shall have full access to the
94 files at all times during normal business hours.

95 B. Compensation of Agent.

96 1. In cases of redemptions and assignment of tax certificates, the maximum amount of penalties
97 and fees as provided within the Property Tax Code will be charged and collected into the
98 Escrow account (See D2). Additionally, the AGENT shall be entitled to an assignment fee of
99 Twenty-Five Dollars (\$25.00) per assigned certificate except when assigning to a unit of local
100 government. Said assignment fee to be paid by and collected from the assignee at the time
101 of such assignment. Assignments of certificates will not be made without the consent of the
102 AGENT after a Petition for Tax Deed has been filed.

103
104 2. Where the COUNTY, as Trustee, has taken a tax deed and the AGENT has collected rents on
105 the property prior to its sale, all rents shall be collected and deposited into the Escrow
106 Account.

107
108 3. The COUNTY, as Trustee, shall pay the AGENT an Agent Fee of \$200,000 within 30 days of the
109 signed agreement and every year thereafter. The Agent Fee will cover maintenance for
110 properties in the program and portion of the legal fees incurred by the program. The AGENT
111 is responsible for the accounting and reporting of the expenses paid by the Agent's fee
112 annually to the County Board Chairman.

113
114 a. The Agent Fee shall cover a minimum \$150,000 in basic maintenance on the COUNTY,
115 as Trustee, property. Maintenance includes mowing and securing properties.
116

C. County Fees

The COUNTY, as Trustee, agrees to discount in whole all fees (within its authority) associated with the management of the Trust. This shall include services prescribed by 35 ILCS 200/Property Tax Code to be rendered by the County Treasurer, Judicial Court, Circuit Clerk, County Clerk, Sheriff, and State's Attorney, except as otherwise stated within this agreement.

D. Mechanics of Operation

1. The COUNTY agrees to create a revolving operational (escrow) account and deposit an initial sum of Fifteen Thousand Dollars (\$15,000.00) therein. The COUNTY TREASURER OF WINNEBAGO COUNTY shall draw from this account only the amount necessary for publication, certified mail, or other expenses required in obtaining title and disposing of property thus acquired.

The COUNTY shall ensure a full audit and reconciliation of any past withdraws and deposits in the revolving account is completed and any funds remaining are available for use in the Delinquent Tax Program.

The COUNTY shall indemnify the AGENT from claims relating to past deposits, withdrawals and obligations prior to the effective date of this agreement.

The COUNTY TREASURER and AGENT shall keep a strict accounting of all expenses drawn on the revolving account and it shall be the duty of the TREASURER to report the status of said accounts at least monthly to the County Board Chairman.

2. An Escrow Account shall be created at the AGENT's financial institution and shall be maintained jointly by the AGENT and the Treasurer of Winnebago County. All money collected by, or coming into the hands of the AGENT in any manner shall be deposited into the Escrow Account on or before the fifth following business day. This account shall be balanced monthly and shall at all times be open to the County Board and any Auditor of the County of Winnebago for inspection.
3. The COUNTY will in cooperation with the AGENT issue a request for proposals (RFP) for mowing and securing Trustee properties. Budget will be monitored to appropriate mowing throughout seasons of growth. The standard for maximum height grass on Trustee properties will not exceed 12 inches in height. The budget and quality of the service will be reviewed after the first year of the contract. The Agent will receive a 12.5% contract management fee.
4. The COUNTY shall provide an Assistant or Special State's Attorney to represent the Trust in court appearances in the 17th Judicial Court of the State of Illinois. The AGENT retains the right to contract legal counsel for the other necessary legal services.
5. The COUNTY shall furnish a duplicate or photocopy of each tax sale certificate and shall provide any information known by offices of the County Clerk and/or Recorder,

County Treasurer, a Supervisor of Assessments, as to owners, occupants, parties of interest, the condition of the subject property, and all other relevant information in the possession of said offices to be used in obtaining tax redemptions or tax deeds.

6. Certificates of Purchase acquired through this agreement shall be in the name of WINNEBAGO COUNTY TRUSTEE, and shall be deposited with the Treasurer of Winnebago County. It is the intent of the parties that all redemptions shall be made directly to the Winnebago County Clerk. Subsequent to redemption, the County Clerk shall submit to the Winnebago County Treasurer and AGENT a list of items redeemed. The Treasurer shall forthwith deliver the certificates to the County Clerk of Winnebago County for cancellation. The County Clerk shall then issue to the Treasurer a check, made payable to the Escrow Account (paragraph D2 above) for the amount received from the redeeming party, less redemption fee retained by county Clerk. The Treasurer shall deposit the redemption proceeds into the Escrow Account and furnish a copy of the deposit slip to the AGENT.
7. On all property to which title has been taken in the name of WINNEBAGO COUNTY TRUSTEE, the AGENT shall exercise diligent effort to expediently sell such property. The AGENT is responsible for marketing and selling the property to the highest, responsible buyer. The AGENT and COUNTY agree that the highest bid may not be the most responsible bid. Upon receiving a bid to purchase a property, the AGENT, through its website, will notify the public that a bid has been received on a property. The public will be allowed to present additional bids for a period not less than seven (7) days after the initial bid is received.
8. A Purchase Agreement for the sale of property which is not paid in full within ninety (90) days shall be considered in default and all money received on said Purchase Agreement shall be treated as liquidated damages.

Upon the determination that the contract has been defaulted, the escrow account shall first be reimbursed the amount of fees and expenses advanced from that account on the item.
9. Upon receiving proof that payment in full has been received from the purchaser of any parcel of property sold under the provisions of this Delinquent Tax Sale Program and the proceeds deposited into the Escrow Account, the County Board Chairman shall execute a quit claim deed conveying the property to the purchaser. The AGENT shall file the deed of conveyance with the Winnebago County Recorder for recordation.
10. Upon completion of a sale, redemption of a parcel of property, or the assignment of a certificate of purchase, the following checks will be drawn as needed on the Escrow Account, with the Treasurer of Winnebago County and the AGENT co-signing all checks. Note that principal redemption amounts are distributed to the respective taxing bodies and are not part of the program proceeds.
 - a. One check will be made payable to the revolving account for the expenses advanced.
 - b. A second check will be made payable to the AGENT for the expenses to which it is entitled under the terms of the Agreement.

- 203 c. A third check will be made payable to the COUNTY, as Trustee, in the amount of
204 \$200,000, for the following year's Agent Fee.
205 d. A fourth check will be made payable the COUNTY, as Trustee, for debt service. Debt
206 service includes any previous payments by the COUNTY into the program fund to
207 maintain a positive balance.
208 e. A fifth check will be made payable to the Northern Illinois Land Bank Authority for
209 33% of the balance remaining from the sale of each piece of property.
210 f. A sixth check will be made payable to the Treasurer of Winnebago County for 67% of
211 the balance remaining from the sale of each piece of property and where applicable,
212 rents collected prior to sale. The Treasurer of Winnebago County will then distribute
213 the funds to the applicable taxing bodies based on a proration of sales.
214 g. Should a funding deficiency occur in a year of the Delinquent Tax Program, the same
215 funding priority will be used. If there is insufficient funding, the County would be
216 expected to fund the deficit. The deficit would be paid by the next sufficiently funded
217 year. The previous year's deficit shall be paid after the current year's legal fees and
218 maintenance costs are covered, but before proceeds are distributed to taxing bodies
219 and the Land Bank.
220

221 E. Conflict of Interest

222 Neither the AGENT nor any employed by the AGENT or any relative or representative of the AGENT,
223 during the term of this agreement, shall possess or acquire any pecuniary interest directly, indirectly or
224 beneficially, or by any derivative process, in any real estate tax delinquency or forfeiture in Winnebago
225 County.

226 F. Agent not an Employee of the County

227 It is mutually understood, agreed, and it is the intent of the parties that an independent
228 contractor relationship be and hereby established under the terms and conditions of this
229 Agreement. It is further understood, agreed and it is the intent of the parties that the employees
230 of the AGENT are not nor shall they be deemed employees of the COUNTY and that the employees
231 of the COUNTY are not nor shall they be deemed employees of the AGENT. It is further
232 understood, agreed and is the intent of the parties that the COUNTY has not created any type of
233 COUNTY office through the creation of this Delinquent Tax Collection Program. Nor shall the
234 AGENT be considered a public officer in performing their duties pursuant to this Agreement.

235 G. Assignment

236 The AGENT and the COUNTY agree that this Agreement is one contemplating that
237 personal services are to be rendered by the AGENT and their employees, therefore neither party
238 hereto may assign or transfer this Agreement or any part thereof, without the written consent of
239 the other party.

240 H. Maps and Copies

241 The COUNTY shall, without expense to AGENT, furnish AGENT with one complete set of
242 current tax maps and plat books for use by AGENT in identifying and locating tax delinquent

243 parcels within the Program. The COUNTY shall, without expense to AGENT, provide copies of
244 recorded documents when ascertaining interested parties of tax delinquent parcels.

245 I. Written Notices

246 Any written notices which may be required to be sent pursuant to this Agreement shall
247 be addressed and sent as follows:

248 The County of Winnebago
249 Winnebago County Clerk
250 404 Elm Street - Ground Level
251 Rockford, Illinois 61101

252
253 Region 1 Planning Council, Trustee Agent
254 313 N Main St
255 Rockford, IL, 61101

256
257 J. Indemnification

258 AGENT shall indemnify and hold harmless COUNTY from and against all claims, suits, damages,
259 costs, losses, and expenses in any manner arising from, out of, or in any way connected with the improper
260 performance of AGENT, their agents subagents, in actions taken pursuant to this Agreement.

261 K. Term of Agreement

262 The term of this Agreement shall be in effect for three (3) years from the date of signing and shall
263 renew annually thereafter until terminated by either the AGENT or the COUNTY. However, either party
264 has the right to terminate this Agreement by giving notice of no less than One Hundred Twenty (120) days
265 prior to the effective date of termination.

266 Upon termination of this Agreement, AGENT shall be allowed to complete all sales, assignments,
267 and reconveyances in process, and AGENT shall receive the compensation which he would otherwise be
268 entitled to under this Agreement and the normal service charges on money collected. Additionally, the
269 Agent, Treasurer, and County Clerk, shall furnish to the County Board Chairman and Administrator full and
270 accurate records of all annual tax buyer certificate issuances, tax buyer certificates
271 awarded/redeemed/unredeemed, owner redemptions, deed transfers into the Trust, deed transfers out
272 of the Trust, purchase contracts not fully executed, petitions for tax deed, auction records, sales-in-error
273 filed and granted, accounting of proceeds, interests, and fees, and other pertinent records relative to the
274 management of the Trust and transition of agency.

275 This Agreement entered into and signed at the County Office Building of Winnebago County, Illinois this
276 ____ day of _____, 2019.

COMBINED MEETING of the FINANCE COMMITTEE and OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Chairman, Keith McDonald
Chairman, Jaime Salgado

Members: Joe Hoffman, Dorothy Redd,
Jean Crosby, John Butitta, Paul Arena,
Burt Gerl, Dave Boomer, Dave
Fiduccia, Steve Schultz

DATE: THURSDAY, AUGUST 15, 2019

TIME: IMMEDIATELY FOLLOWING THE
FINANCE COMMITTEE MEETING
AT 5:30 PM AND PERSONNEL AND
POLICIES AND OPERATIONS &
ADMINISTRATIVE COMMITTEE
MEETINGS FOLLOWING

LOCATION: ROOM 303
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 Combined Meeting of the Finance Committee and Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

D. Closed Session - Personnel

E. Adjournment